



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MAY 6, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor T.L. Jackson, DeLand Community Church

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.
2. Proclamation, Stroke Awareness Month.
3. Proclamation, Historic Preservation Month.
4. Proclamation, National Police Week.
5. Introduction of Three (3) New Police Officers-Brian Herrera, Andrew Peterson, Eroin Ugarte.
6. Badge Pinning Ceremony for Justin Desy to Deputy Fire Chief.
7. Employee Years of Service Award.

CONSENT AGENDA

1. Consideration re New Ground Lease Agreement for the Sport Aviation Village, Shalom Confessor De Aguiar Do Amaral.

Staff recommends that the City Commission approve the New Ground Lease Agreement with Shalom Confessor De Aguiar Do Amaral.
2. Approval of Minutes.

It is recommended that the City Commission approve the minutes.
3. Resolution Approving Contract Time Extension for FDOT Grant 438416-1-94-01 (Amendment #6) - T-Hangar Development.

Staff recommends that the City Commission approve amendment No. 6 to allow additional time to finish the project.
4. Resolution Approving FDOT Public Transportation Grant Award 454591-1-94-01 For South-Central Apron Rehabilitation Project Design.

Staff recommends that the City Commission approve the resolution and PTGA (Public Transportation Grant Agreement).

5. Consideration re Task Order Assignment, Reclaim Water Main Extension Phase 6 Design Services.

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the Reclaim Water Main Extension Phase #6 Design Services project.

6. Consideration re Task Order Assignment, Lead and Copper Rule Revisions Program Assistance Services.

Staff recommends that the City Commission approve the subject task order with McKim & Creed to provide services to help compile, document, configure, and oversee field investigations for the Lead Service Line Inventory and Design project.

7. Consideration re Additional Funding for Tra Thomas Park.

Consideration of additional funding for Tra Thomas Park improvements.

8. Resolution Approving Sidewalk Café for Sidecar Market, Located at 100 South Woodland Boulevard.

The owner for an existing business at 100 South Woodland Boulevard, Sidecar Market, has submitted a sidewalk café agreement application for an approximately 90 sq. ft. temporary sidewalk café. Sidewalk café agreements are reviewed against Section 26-9.5 of the City of DeLand Code of Ordinances. Staff review of the proposal against Section 26-9.5 is found in the attached staff memo.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-14, Amending Chapter 33, Related to Parking Standards for Passive Recreation Areas and Freestanding Emergency Rooms.

Planning staff are proposing text amendments to the Land Development Regulations to modify the parking requirements for passive recreation, open space, and trailheads; paving requirements for passive recreation facilities; add a parking requirement for stand-alone emergency rooms; and add associated definitions.

2. First Reading of Ordinance Amending and Restating the Summit Place Planned Development Agreement. Cont'd From 04-15-24 Mtg.

It is recommended that the City Commission approve the rezoning of this property from Summit Place PD to First Amended And Restated Summit Place Planned Development at first reading.

3. First Reading of Ordinance Amending and Restating the Gateway East Planned Development Agreement. Cont'd From 04-15-24 Mtg.

It is recommended that the City Commission approve the rezoning of this property from Gateway East PD to Amended & Restated Gateway East Planned Development on first reading.

NEW BUSINESS

1. First Reading of Ordinances Amending City of DeLand Charter.

First reading of ten (10) ordinances amending the Charter.

2. Resolution Calling for General Election and Run-off Election (if Necessary).

Resolution calling for a General Election on August 20, 2024, and a Run-off Election (if necessary) on November 5, 2024.

3. Resolution Calling for Tax Abatement Referendum Election.

This Resolution calls for a Special Tax Abatement Referendum Election to be held at the same time as the General Election on August 20, 2024, for the purpose of considering economic development tax exemptions for qualifying new and expanding businesses.

4. Consideration re Concept Plan Review for an 84-Unit, Affordable, Multi-Family Apartment Development Located at 225 West New York Avenue (Formerly Hotel Putnam).

Request for concept review for a 5-story, 84-unit, affordable housing, multi-family apartment unit project with 64 proposed parking spaces, on a 1.63-acre site located at 225 West New York Avenue.

5. Resolution Approving the Removal of Two Historic Trees Located at 547 Bert Fish Drive and 549 Bert Fish Drive.

The applicant, Stetson University, has requested that two historic trees located at 547 Bert Fish Drive and 549 Bert Fish Drive be allowed to be removed.

6. Discussion re Proposed Changes Related to the Comprehensive Plan Update.

Discussion regarding the Comprehensive Plan update and the addition of two new elements - Placemaking and Economic Development.

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.



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: April 30, 2024

SUBJECT: City of DeLand Super Star Student of the Month - May

For the May 6, 2024 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Carter Lemons

Citrus Grove Elementary: Ryan Henderson

DeLand High School: Elyse Wilgers

DeLand Middle School: Ellington Kellogg

DeLand Preparatory Academy: No submission

Freedom Elementary: Mercy Hinton

George Marks Elementary: No submission

Southwestern Middle School: Carlos Pico-Carattini

St. Barnabas: Cato Mott

St. Peter's Catholic School: Sophia Pagani

Starke Elementary: No submission

Stetson Baptist: No submission

TOP Academy: No submission

Woodward Avenue: Anna Goble



The CITY OF DELAND

Volusia County, Florida

Proclamation

***Whereas,** Stroke is the second leading cause of death in the world and is the fifth leading cause of death in the State of Florida; and*

***Whereas,** strokes can happen to anyone, at any age, and about 1 in 4 people worldwide will have a stroke in their lifetime. On average in 2021, someone died of a stroke every 3 minutes and 14 seconds; and*

***Whereas,** each year, roughly 800,000 people in the United States have a stroke, yet 90% of strokes are linked to 10 avoidable risks. Nearly 50% of all adults in the United States have high blood pressure, the leading cause of strokes, and 74% of people with high blood pressure who do not currently have it under control. In 2016, 2.7 million deaths were attributed to ischemic stroke; and*

***Whereas,** research shows that while most people say they would call 9-1-1 in a stroke emergency, real-world data shows that up to 75% of those experiencing a stroke first called friends or family, thinking their symptoms were not serious and would go away on their own. This results in important time lost and limits medical options to reduce the chances of disability and death; and*

***Whereas,** the City of DeLand recognizes the various organizations in Volusia County including the American Stroke Association, Volusia County Stroke Club and the Florida Department of Health, that have made significant contributions to spreading community awareness through outreach, education and screening programs; and*

***Whereas,** hemorrhagic strokes make up approximately 15% of the total stroke community, of which nearly ½ of those affected don't survive and brain AMVs are the most common cause of hemorrhagic stroke, or brain bleeds, in children. Consequently, The Aneurysm and AVM Foundation (TAAF) promotes the full inclusion of hemorrhagic stroke in the greater stroke conversation and community. They encourage the use of the more inclusive acronym BEFAST...Balance, Face, Arm, Speech, Time; and*

***Whereas,** according to the US Department of Health and Human Services Office of Minority Health, African Americans are 50% more likely to have a stroke (cerebrovascular disease), as compared to their adult counterparts. Black men are 70% more likely to die from a stroke as compared to non-Hispanic males. And African American women are twice as likely to have a stroke compared to non-Hispanic females.*

***Now, therefore,** I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim May 2024 as:*

Stroke Awareness Month

in the City of DeLand and urge all citizens of DeLand to recognize the warning signs and symptoms so that you can act fast if you or someone you know might be having a stroke.

***Done and proclaimed** this 6th day of May 2024.*

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, Preservation Month began as National Preservation Week in 1973 and in 2005 the National Trust extended the celebration to the entire month of May and declared it Preservation Month to provide an even greater opportunity to celebrate the diverse and unique heritage of our country's cities and states; and

Whereas, the first Presidential preservation proclamation stated "As the pace of change accelerates in the world around us, Americans more than ever need a lively awareness of our roots and origins in the past on which to base our sense of identity in the present and our directions for the future"; and

Whereas, DeLand is known for its wonderful historic resources and looks to maintain them into the future so that new generations are able to enjoy them and touch the past; and

Whereas, DeLand continues to discover and celebrate the city's diverse cultural heritage found in irreplaceable places that hold the stories of all its residents, and recognizes that its residents are willing to participate with the city in the preservation of our combined historic resources; and

Whereas, the Florida Trust for Historic Preservation promotes the preservation and the inclusive sharing of the diverse architectural, historical and archaeological heritage of Florida and benefits historic communities like DeLand through advocacy, connection, education, and stewardship.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, May 2024 as:

National Historic Preservation Month

in the City of DeLand and urge all citizens of DeLand to join their fellow citizens in recognizing and participating in this special observance.

Done and proclaimed this 6th day of May 2024.

Christopher M. Cloudman, Mayor

Attest:

Julie A. Hennessy, City Clerk – Auditor



The CITY OF DELAND
Volusia County, Florida

Proclamation

Whereas, in 1962, National Police Week was created as a joint resolution of Congress, signed by then President John F. Kennedy empowering the President to issue a proclamation inviting people to observe such period, with appropriate ceremonies and activities, as a tribute to the men and women who, night and day, stand guard in our midst to protect us through enforcement of our laws and to honor those who have lost their lives in service to the community; and

Whereas, May 12-18 has been designated as National Police Week and it is important that all our citizens honor those who serve and protect our City in the law enforcement field; and

Whereas, there are more than 800,000 sworn law enforcement officers now serving in the United States, which is the highest figure ever and 65 sworn law enforcement officers serving this City; and

Whereas, those who have fallen in the line of duty deserve our greatest appreciation and devotion for giving all they could, by giving of their lives, and we set aside this special week in memorial and thanksgiving.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim the week of May 12-18, 2024 as

National Police Week

in the City of DeLand and urge all citizens to pause to remember the brave men and women who have made the ultimate sacrifice in the name of law enforcement, and also those who so bravely chose this way of life to defend the rights and safety of our residents.

Done and proclaimed this 6th day of May 2024.

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Introduction of Three (3) New Police Officers-Brian Herrera, Andrew Peterson, Eroin Ugarte.

DEPARTMENT: City Clerk

PREPARED BY:

ATTACHMENTS:

APPROVED BY: Julia Hewitt, Deputy City Clerk, April 30, 2024

SUMMARY/HIGHLIGHT:

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

SUSTAINABILITY:

FISCAL IMPACT:

RECOMMENDATION:

BACKGROUND/DISCUSSION:

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, April 30, 2024

SUMMARY/HIGHLIGHT:

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

15 Years of Service

Scott Zender, Utilities Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Consideration re New Ground Lease Agreement for the Sport Aviation Village, Shalom Confessor De Aguiar Do Amaral.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: SAV Lot 1 Ground Lease

APPROVED BY: Michael Pleus, City Manager, April 30, 2024

SUMMARY/HIGHLIGHT:

Shalom Confessor De Aguiar Do Amaral is a new lease tenant at the DeLand Airport and wishes to enter into a ground lease agreement for Lot #1 in the Sport Aviation Village at 1565 Sport Aviation Way in order to construct a hangar to be used for Multiple Commercial Aviation Activities. Staff has known Shalom for 5 years and feels he will make a good addition to the DeLand Airport.

The attached new Ground Lease Agreement, if approved, will provide a lease term of 20 years with two successive renewals of 15 years. Terms and conditions of the new leases are similar to the those currently required of other airport tenants.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The rent proposed under the new lease is an annual rent of \$5,246.08 per year or \$437.17 per month, subject to payment of applicable taxes and annual cost of living adjustments.

RECOMMENDATION:

Staff recommends that the City Commission approve the New Ground Lease Agreement with Shalom Confessor De Aguiar Do Amaral.

BACKGROUND/DISCUSSION:

N/A

GROUND LEASE AGREEMENT

The City of DeLand, a Florida municipal corporation (hereinafter referred to as "Lessor"), and Shalom Confessor De Aguiar Do Amaral, with his principal place of business at 101 Berg Ct, Daytona Beach, Florida 32124 (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), dated this 6th day of May, 2024, hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee 0.43 acres of land described in the attached Exhibit A, which is located at 1565 Sport Aviation Way, the DeLand Municipal Airport in Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

Section 2. Term. This Agreement shall be for a term of 20 years, beginning May 6, 2024, and ending on May 5, 2044, unless sooner terminated as provided below.

Section 3. Purposes. The premises shall be used for Multiple Commercial Activities in accordance with Section 4.14 of the DeLand Municipal Airport Minimum Standards. Lessee shall be entitled to install aircraft engines and assemble aircraft at the leased premises. Lessee shall make no unlawful, improper or offensive use of the premises.

Section 4. Renewals. So long as Lessee is completely current with its rent payments and is otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this Agreement, upon proper notice, for two (2) successive terms of 15 years each under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. Written notice of Lessee's intention to renew shall be sent to Lessor not less than 90 days and not more than 180 days prior to the expiration date of the initial term of this Agreement and any renewal of this Agreement.

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises the sum of \$5,246.08 annually, payable in twelve (12) equal monthly installments of \$437.17, due in advance on the first day of each month. Rent will commence upon the earlier of May 6, 2025 or receipt of a certificate of occupancy for development on the leased premises. All rent payments are subject to state and/or local sales' taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments. This base rent shall be modified as follows:

A. Annual cost of living adjustments. At the conclusion of every year of this Agreement, the rent payable by Lessee shall be adjusted for the following year in accordance with this subsection; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%. On February 1st of each year (or the next business day following February 1st) during the initial term or any renewal of this Agreement, Lessor shall use the latest available publications promulgated by the U.S. Department of Labor to determine the average annual change in the Cost of Living Index (All Urban Consumers) for the twelve (12) months immediately preceding that date for which data is available. On or before March 1st of each year, Lessor shall send Lessee written notice of the average annual change in the Cost of Living Index and the required adjustment, if any, in annual rent and monthly installments. The annual cost of living adjustment shall be determined by applying the change in the Consumer Price Index to Lessee's annual rent at the time the notice is sent and shall become effective for the following year beginning on the yearly anniversary date of this Agreement; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this Section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%.

B. Redetermination of rent for renewal term. At the end of the initial term or any renewal term of this Agreement, Lessor, in its sole discretion and at its sole option, may notify Lessee that the base rent to be paid by Lessee shall be altered and redetermined in accordance with this subsection. Written notice of Lessor's exercise of this option shall be sent to Lessee not less than 60 days prior to the expiration of the current term. The parties may then negotiate a new base rent for the ensuing term. If the parties are unable to reach agreement on the rent within 30 days of the date of notice, each party shall appoint (at its own expense) a qualified MAI appraiser, who shall then appoint a third qualified MAI appraiser (whose costs shall be borne equally by the parties). These appraisers shall inspect and appraise the rental value of the property, and arrive at a fair rental value for the premises based upon a value per square foot per year. This value for the property shall exclude the rental value of any improvements or renovations built or installed on the premises at the expense of Lessee. If the appraisers do not unanimously agree on the fair rental value of the premises, the base rent for the renewal period shall be established by averaging the two highest appraisals.

C. Adjustment when substantial part of premises unusable. If a substantial part of the premises is rendered unusable due to condemnation or force majeure, the rent payable by Lessee shall be adjusted in accordance with this subsection; provided, however, that Lessee shall continue to pay rent at the current rate until the adjustment amount has been finally determined in accordance with this subsection. Within 30 days of the condemnation action or event of force majeure, Lessee shall send Lessor written notice of its desire to adjust the rent in accordance with this subsection and include in that notice any proposed adjustment in the rent and the factual basis for same. If the parties are unable to reach agreement on the rent within 30 days after the notice is sent, the rent shall be determined by a panel of MAI appraisers selected as provided in subsection B above. The rent arrived at through this subsection shall be subject to all other adjustments provided for in this section. If the condition which renders a substantial part of the premises unusable is temporary, upon the termination or elimination of that condition, Lessee shall resume paying rent in the amount that would have been due had the condition never existed.

The taking by condemnation or otherwise of 30 feet or less of any of the premises immediately adjacent to a public or private road for purposes of improving that road shall not be deemed to be a taking of a substantial part of the premises.

Section 6. Taxes. In addition to applicable sales or other proper tax on rent installments, Lessee shall pay any and all taxes levied or assessed by any proper taxing authority upon the land; upon any personal property, buildings, fixtures or improvements belonging to Lessee and located on the leased premises, including but not limited to, all ad valorem or real estate taxes assessed against the land, and any and all taxes assessed or levied by any proper taxing authority as a result of Lessee's leasehold or possessory interest. Lessee shall pay in full all ad valorem taxes assessed against the leased premises on or before April 1st of each and every year. Nonpayment of ad valorem taxes in full by the Lessee shall create a default of this Agreement pursuant to **Section 29(B)** below. Lessee's default or termination of this Agreement shall not relieve Lessee of responsibility to pay taxes as set forth herein.

Section 7. Security deposit. Lessee, contemporaneously with the execution of this Agreement, shall deposit with Lessor the sum of \$874.44, receipt of which is hereby acknowledged, as a security for the full and faithful performance by Lessee of all the terms, covenants and conditions of this Agreement upon Lessee's part to be performed, which sum shall be returned to Lessee after Lessee has vacated the premises, provided always that Lessee has fully and faithfully carried out all of the terms, covenants and conditions as herein set forth. Lessor shall have the right, but not the obligation, to apply all or any part of said deposit to cure

any default of Lessee, and if Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the term of this Agreement. Lessee's failure to pay to Lessor a sufficient amount to restore said security deposit to the original sum deposited within three (3) days after receipt of demand therefore shall constitute a breach of this Agreement. No interest shall be payable by Lessor to Lessee on account of such security deposit. Should Lessee comply with all the terms, covenants and conditions and promptly pay all of the rental installments as they become due and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned in full to Lessee at the end of the term of this Agreement or any renewal thereof after Lessee has vacated the premises.

Section 8. Buildings and improvements. Lessee may, at its sole cost and expense, make any changes, alterations or improvements that may be reasonable and necessary for its use of the premises. All buildings, fixtures and improvements shall remain the property of Lessee, subject to Lessor's landlord lien for rent. Lessee may remove the improvements upon the termination of this Agreement if the removal can be done in a manner that does not injure or damage the leased premises. If Lessee fails to remove the buildings, fixtures or improvements as provided, Lessor, at its option, may require Lessee to remove them. If Lessee fails to do so, Lessor may remove and dispose of the buildings, fixtures, improvements and personal property not removed by Lessee. In that case, Lessee agrees to sell, assign and transfer to Lessor all of Lessee's right, title and interest in the buildings, fixtures, improvements and personal property not removed by Lessee for the sum of \$1.00. Lessee further agrees that if Lessor removes the buildings, fixtures, improvements and personal property as provided for above, Lessee shall pay Lessor upon written demand the cost of the removal, transportation, storage and/or disposition of the property.

Section 9. Review of plans for buildings and improvements. Before applying for a building permit for the construction, erection or installation on the leased premises of any alteration, fixture, building, structure or other improvement, Lessee shall submit complete building plans for Lessor's prior review and approval, which approval shall not be unreasonably withheld. The review and approval of the plans shall be subject to all applicable federal, state and local regulations, including but not limited to all zoning and airport development regulations. In the event of a conflict among such regulations, the more restrictive shall apply. Such plans shall also be subject to the approval of the Federal Aviation Administration (FAA).

Section 10. Mortgage of Lessee's interest. Lessor may, by further agreement, consent to subordination of some of its rights as landlord to any lending institution making a loan to Lessee to be used in connection with the construction or improvement of any building or facility upon the leasehold. However, in any such subordination agreement, Lessor shall reserve the right to be made a party to any foreclosure action and shall have the right to receive absolutely all proceeds on foreclosure sale above the amount of the judgment in foreclosure, and shall have the right to bid at foreclosure sale. Any subordination agreement shall provide for maintaining current at all times all payments owed to Lessor under this Agreement.

No mortgage or foreclosure or the consent thereto shall be deemed to encumber or affect Lessor's title to the real property which is demised in this Agreement. A copy of the mortgage instrument shall be provided to Lessor not more than 30 days after execution of the mortgage. Lessee shall at that time also provide Lessor the name and mailing address of a representative of the mortgagee authorized to receive notices under this Agreement. During the period of time that the mortgage remains unsatisfied, Lessor shall send the mortgagee a copy of any notices from Lessor to Lessee at the same time that notice is sent to Lessee.

Section 11. Water and sewer connections. Lessee shall connect the water and sewer systems on the premises to the airport water and sewer systems provided by Lessor. However, Lessor

may permit Lessee to maintain additional water and sewer facilities on the premises if necessary to the carrying out of Lessee's activities on the premises.

Section 12. Mechanic's liens. The premises hereby leased shall not be subject to any mechanic's lien, and Lessee agrees that, not less than five (5) days before any construction material or services are provided to Lessee, it shall post and record in the public records of Volusia County a notice of non-responsibility of Lessor, stating that Lessor is not responsible for payment of any labor, materials or services provided Lessee and that the leased premises are not subject to any mechanics' liens.

Section 13. Repairs and maintenance generally. Lessee represents that it has inspected the leased premises and accepts them in their present condition. During the term of this Agreement, Lessee shall maintain the premises in good repair and in a neat and orderly condition at Lessee's sole cost and expense. In the event that Lessee fails or refuses to perform any required repairs or maintenance, Lessor shall have the right, but not the duty, to undertake any such repairs or maintenance, and the cost thereof, together with interest thereon, shall be collectable as additional rent. Lessor shall not be required to make any improvements or repairs to or upon the premises whatsoever.

Section 14. Maintenance of premises exteriors. Lessee recognizes that Lessor has special economic and other interests in maintaining the clean, neat and orderly appearance of grounds and the exterior of structures at the DeLand Municipal Airport. Accordingly, Lessee shall landscape the premises in a manner acceptable to Lessor and keep the grounds and the exterior of structures on the premises in a clean, neat and orderly appearance. In the event Lessee fails substantially to correct a breach of this section within ten (10) days after Lessor sends written notice of such breach, Lessor shall have the right, but not the duty, to undertake any such required maintenance or landscaping, and the cost thereof, together with interest thereon, shall be collectable as additional rent.

Section 15. Surrender of possession. Upon termination of this Agreement, Lessee shall surrender the premises quietly and peaceably and in as good order and condition as at the commencement of the Agreement term, reasonable wear, tear and damage by the elements excepted. Lessee shall also leave the premises free from all nuisances and dangerous or defective conditions.

Section 16. Compliance with laws. Lessee shall at its own cost and expense comply with all applicable federal, state and local laws, rules and regulations pertaining to Lessee's use of the premises, as they may be amended from time to time, including but not limited to the following:

- A. All building, zoning, sign, airport development and fire protection regulations.
- B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.
- C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.
- D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

Section 17. Utility payments. Lessee shall pay all utilities for the leased premises and shall pay when due all bills for water, sewer, stormwater and garbage collection services provided to the premises by the City of DeLand.

Section 18. Prohibited activities. The following operations, activities and uses are specifically prohibited on the leased premises:

A. The keeping or storage during any 24-hour period of any flammable liquids inside any covered or enclosed portion of the leased premises in excess of the amount of the liquids needed by Lessee for that 24-hour period. Any flammable liquids with a flash point of less than 100 degrees Fahrenheit shall be kept and stored only in safety containers of a type approved by Underwriters' Laboratories and the DeLand Fire Department. For purposes of enforcing this subsection, Lessee shall send to Lessor not more than 30 days after execution of this Agreement a list of the types, contents and quantities of any flammable liquids which will be maintained on the leased premises. Any additions to that list shall be sent within five (5) days after receipt by Lessee of the liquid in question.

B. Any improvements to or use of the property that unreasonably interferes with the use or enjoyment of adjacent or nearby premises by other lessees of Lessor.

C. Any use of the leased premises that would interfere with or adversely affect the operation or maintenance of the DeLand Municipal Airport or would otherwise constitute an airport hazard.

D. The use of the premises in violation of any applicable federal, state or local law, rule or regulation.

E. The leased premises have direct access to the Air Operations Area (AOA) of the DeLand Municipal Airport. As such, grant assurances and other Federal Aviation Administration (FAA) regulations and policies require that the leased premises and any facilities built thereon shall be used only for aeronautical activities. Accordingly, any use of the leased premises for any non-aeronautical activity or the storage of materials which are not related to an aeronautical activity being conducted on the leased premises, shall constitute a violation of this Agreement.

Section 19. Environmental matters.

A. Lessee shall not suffer, cause or permit the contamination of the leased premises, or any environmental contamination resulting from use of the leased premises, by any hazardous or toxic materials (including but not limited to petroleum products) and shall not handle or permit polychlorinated biphenyls ("PCB's") or asbestos or substances containing PCB's or asbestos on the premises. Lessee shall immediately provide Lessor with notice of any event of an environmental nature, including any spill or other incident which could result in contamination to the premises.

B. Lessee shall conduct all of its operations at the leased premises in compliance with all federal, state and local laws, rules, regulations, ordinances or requirements, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments thereto, or any regulations promulgated pursuant thereto, or any similar state or local law, rule, regulation or ordinance ("Environmental Statutes"). Lessee shall obtain all registrations required by Environmental Statutes and shall submit to Lessor, upon request, for inspecting and copying all documents, permits, licenses, approvals, manifests and records required to be submitted and/or maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint or other document received by Lessee pertaining to compliance with Environmental Statutes.

C. Lessee shall permit Lessor and Lessor's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the premises for the purposes of environmental inspections and sampling during regular business hours, or during other hours after reasonable notice by Lessor, or in the event of any environmental emergency. Lessee shall not restrict access to any part of the premises, and Lessee shall not impose any conditions to access. To the extent any hazardous conditions exist on the leased premises, Lessor, in its sole discretion may remedy and/or cause to be remedied at Lessee's sole expense, the defect or contamination, and Lessor reserves the right to re-inspect the leased premises after any remediation, and require Lessee to take appropriate action to remedy and/or cause to be remedied any further defect or contamination resulting from this tenancy.

D. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action (including attorneys' fees, engineering and other professional or expert fees), of whatsoever kind or nature arising out of or in any way related to Lessee's responsibilities hereunder.

E. Notwithstanding the foregoing, Lessee shall have no liability for any hazardous conditions which may have existed on the leased premises before Lessee took possession or which may have arisen thereafter if Lessee demonstrates to the reasonable satisfaction of Lessor by substantial, competent evidence that the hazardous conditions were caused by identified, unrelated third parties acting without the express or implied consent of Lessee.

Section 20. Duties of Lessor. During the term of this Agreement, Lessor shall:

A. Continue to operate the DeLand Municipal Airport as a public airport, consistent with government regulations.

B. Allow Lessee free access to the premises over public roads leading to the leased premises and allow Lessee access to public airport facilities.

C. Not permit the construction by any other entity under its control of any improvements or structures which would interfere with Lessee's ingress and egress to the premises.

Section 21. Enjoyment of premises. Lessee acknowledges that its right to enjoy the leased premises is subject to the use of the surrounding property for industrial, commercial and airport purposes, with accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft, and the danger and nuisance thereof.

Section 22. Non-assignability. Lessee shall not assign this Agreement without the prior written approval of Lessor; which approval may not be unreasonably withheld. Any attempted assignment in contravention hereof shall be void.

No assignment shall relieve Lessee of its obligation to pay the rent provided for in this Agreement in the event of a default by the assignee unless Lessee is specifically relieved of that obligation in writing by Lessor. Lessee shall send Lessor a copy of the proposed assignment not less than 60 days prior to its proposed execution, and Lessor shall send Lessee notice of its consent or refusal to consent not less than 30 days thereafter.

Section 23. Nondiscrimination covenants. Lessee, for itself, its personal representatives, successors in interest, and permitted assigns, if any, agrees as a covenant running with the land that:

A. In the event facilities are constructed, maintained or operated on the leased premises for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended, or for any other purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the latest version of Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964 (DOT Regulations).

B. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of any facilities or services of Lessee on the grounds of race, color or national origin.

C. In the construction of any improvements on, over or under any facilities on the premises, and the furnishing of services on the premises, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such activity on account of race, color or national origin.

D. The premises shall be used in compliance with DOT Regulations.

E. Subject to appeal provisions in DOT Regulations, upon Lessee's breach of any provision of this section, Lessor may terminate this Agreement and reenter and repossess the premises, and hold the same as if this Agreement had never been made, if Lessee fails to cure and remedy the breach in a manner reasonably agreeable to Lessor within 30 days after written notice is sent to Lessee by Lessor.

Section 24. Liability insurance, indemnity and hold harmless. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the leased premises, or any act or omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the leased premises or elsewhere.

Within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain comprehensive public liability insurance coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all of the foregoing, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) and a general aggregate of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit commercial general liability insurance on an occurrence basis (including coverage for the Premises and Lessee's operations). All such insurance shall cover complete contractual liability, bodily injury and property damage liability. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting from the storage, handling or disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than \$1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an

additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

Section 25. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Airport, its appurtenances, facilities or equipment, or caused by any third persons using the Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over the Airport, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

Section 26. Non-exclusivity. Nothing in this Agreement shall be construed to grant Lessee the exclusive right to carry on any activity on any premises owned or subject to control by Lessor. Lessor reserves the right to lease or convey other premises to other operators of businesses or activities similar to those of Lessee upon terms and conditions set by Lessor.

Section 27. Agreement not a joint venture. Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint ventures between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 28. Reservation of airspace. Lessor reserves to itself for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the leased premises, together with the right to cause in the airspace such noise as is inherent in the operation of all types of aircraft, and to use the airspace for all airport and related activities, subject to Lessee's right to construct and maintain permitted improvements.

Section 29. Defaults. This Agreement shall be in default and may be terminated in any of the following events:

A. Failure to pay rent or other payments due. The failure by Lessee to pay to Lessor any sum when due, when the failure continues for three (3) or more days after written notice of default is sent to Lessee.

B. Violation of terms. The violation of or failure to perform any other term, covenant or condition of this Agreement, including the payment in full of ad valorem taxes on or before April 1st of each year, if the violation or failure to perform is not corrected or cured within ten (10) days after written notice of default is sent to the party in default. Any notice sent under this subsection shall specify the violation or failure to perform, and the steps which must be taken by that party to correct the violation or failure to perform.

C. Insolvency. If Lessee becomes insolvent or makes an assignment for benefit of creditors; or the interest of Lessee in the premises is levied upon or sold upon execution, or becomes vested by operation of law in some other person; or a receiver or trustee is appointed for Lessee.

D. Abandonment. If Lessee vacates or abandons the leased premises, or permits the premises to remain vacant or abandoned for a period of 30 days or more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

E. Corporate Dissolution. If Lessee is a corporation and if Lessee suffers or permits its corporate franchise to be dissolved for a period of more than three (3) calendar months before seeking reinstatement.

Section 30. Remedies for default. In the event of a default as provided above, the parties shall have the following remedies:

A. Repossession by Lessor. Upon default by Lessee, Lessee's right to possession of the leased premises shall terminate, without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the premises to take possession of the premises in any lawful manner, and to expel Lessee.

B. Damages. In addition to terminating this Agreement and retaking possession of the leased premises, Lessor may recover all damages and rent accrued or accruing under this Agreement or arising out of any breach of this Agreement. Lessor may resume possession of the premises for its own account and recover from Lessee the difference between the total rent due under this Agreement and the fair market value of the property for the remainder of the term, reduced to present value, or Lessor may resume possession of the premises and re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any rent becomes due under this Agreement, the difference between the rent specified in this Agreement and the rent received upon the re-renting the premises.

C. Other remedies. Lessor may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred upon or reserved to Lessor in this Agreement is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this Agreement, or now or hereafter existing at law or equity, or by statute.

D. Lessee's right of cancellation. Lessee may cancel this Agreement in the event of civil commotion or riot, acts of military power, damage to runways which preclude reasonable use of the airport, or court order restraining the use of the airport; however, this termination shall not create any liability to Lessee by Lessor. Lessee may also terminate this Agreement if Lessor fails to fulfill its obligations under this Agreement, upon a determination by a court of competent jurisdiction that such a default exists.

E. Attorney's fees. In any civil action brought to enforce the provisions of this Agreement, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

Section 31. Force majeure. The performance of all provisions of this Agreement (except for the payment of rent) shall be postponed and suspended during any period that the performance thereof is prevented by acts of God, accidents, weather and conditions arising therefrom, riot, fire, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, the exercise of paramount power by the federal government, either through the taking of the leased premises or the imposition of regulations restricting the conduct of business on the premises, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, or any other delay or contingency beyond the reasonable control of Lessor or Lessee.

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for

any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

All damages awarded for the taking shall belong to and be the exclusive property of Lessor, except for any portion of the award made for loss of improvements belonging to Lessee or for loss of Lessee's leasehold interest in the premises taken.

The taking of 30 feet or less of any of the leased premises immediately adjacent to a public or private road for improvement of that road shall not be deemed to be a taking of a substantial portion of the premises.

Section 33. Waiver of default; effect. The acceptance by Lessor of one or more monthly rental installments after they fall due, or after knowledge of any breach by Lessee of this Agreement, or after the sending of any notice or demand, or any other act or series of acts by Lessor except an express waiver in writing, shall not be deemed or construed as a waiver of Lessor's right to act or as a waiver of any other right given to Lessor under this Agreement, or as an election not to proceed under the provisions of this Agreement. The failure by Lessor to collect or demand any sums due under this Agreement shall not relieve Lessee's obligation to pay those sums when demanded.

Section 34. Notices. Any notices required by this Agreement, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not service is accepted, admitted or refused, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows:

Assistant City Manager
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Shalom Confessor De Aguiar Do Amaral,
101 Berg Ct.
Daytona Beach, Florida 32124

Section 35. Subject to federal deeds and agreements. This Agreement is subject and subordinate to the provisions of a deed from the United States to the City of DeLand dated June 20, 1947, and recorded at Deed Book 383, Page 508, Public Records of Volusia County, Florida, and other existing agreements and leases between Lessor and the United States and any and all future leases, deeds and agreements entered into between the United States and the City of DeLand with reference to the conveyance by the United States to the City of DeLand of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

Section 36. Inspection of premises. Lessee shall allow Lessor's authorized representative access to the leased premises at all reasonable hours for the purpose of examining and inspecting said premises; for the purposes necessary, incidental to or connected with the performance of Lessee's obligations under this Agreement; or in the exercise of its governmental functions.

Section 37. Signs. Lessee shall be allowed to install signs and advertisements promoting the business conducted by Lessee subject to the written consent of the Lessor, which consent shall not be unreasonably withheld, and subject to compliance with all applicable sign, zoning, building and other codes.

Section 38. Effect on prior agreements. This Agreement supersedes all prior agreements, if any, between the parties regarding the leasing of these premises and, as of the date of this Agreement, those prior agreements shall be of no further force or effect.

Section 39. Construction of lease. This Agreement shall be construed under the laws of the State of Florida and the Code of Ordinances of the City of DeLand.

Section 40. Short form of lease. Either party may prepare for execution a short form of this Agreement for recording in the public records. The costs of recording this Agreement shall be paid by Lessee.

Section 41. Amendments to lease. This Agreement may be amended only in writing signed by both parties.

Section 42. Late charge. All unpaid sums owed to Lessor under this Agreement shall bear interest at a rate of 18 percent per annum from the date when due.

Section 43. Time of essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

Section 44. Omitted provisions. Various sections of the City's standard Ground Lease for the DeLand Municipal Airport may have been omitted if they are not applicable to this Agreement. In that event, the section headings have been retained for reference only to facilitate administrative review.

Section 45. Special terms and conditions. In the event that Lessee, for any reason whatsoever, shall fail to construct a hangar building of a size that reasonably maximizes the use of the leased premises, together with the associated site infrastructure, by May 5, 2026, then Lessor shall be entitled to cancel this lease without any liability to reimburse Lessee for rent theretofore paid for the leased premises, it being Lessor's intent to ensure that the leased premises is developed and put to economic use.

Section 46. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

*** Signatures on following page ***

EXECUTED by the Lessee this ____ day of May, 2024.

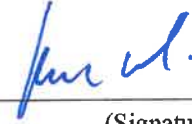
EXECUTED by the Lessor this ____ day of May, 2024.

CITY OF DELAND,
LESSOR

SHALOM CONFESSOR DE AGUIAR DO AMARAL,
LESSEE

Christopher M. Cloudman
Mayor-Commissioner

By: _____



(Signature)

Shalom Confessor De Aguiar Do Amaral
Print Name and Title

Address: City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Address: Shalom Confessor De Aguiar Do Amaral
101 Berg Ct.
Daytona Beach, Florida 32124

ATTEST:

WITNESSES AS TO LESSEE:

Julie A. Hennessy
City Clerk-Auditor



(Witness' Signature)

JOHN EFF
(Print Name)

WITNESSES AS TO LESSEE:



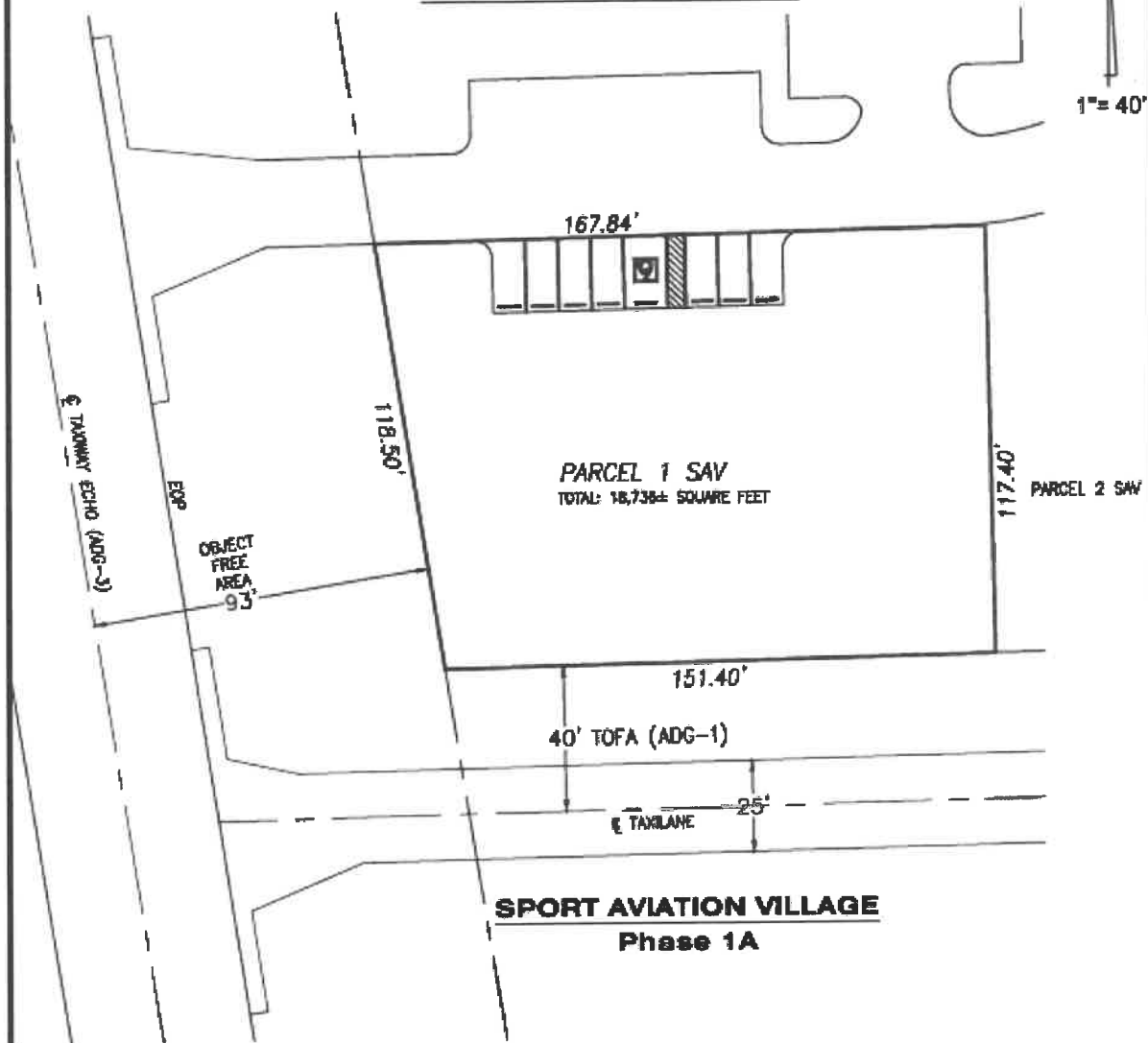
(Witness' Signature)

Mindy Considine
(Print Name)

This Instrument Prepared By:
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

SEC. 35, T. 16 S., R. 30 E., CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

EAST HANGAR COMPLEX



SPORT AVIATION VILLAGE
Phase 1A

EXHIBIT "A"



City of DeLand, Florida
ENGINEERING DEPARTMENT

1102 S. Garfield Avenue
DeLand, Florida 32724

TEL: 386/626-7196

FAX: 386/736-5366

Sketch of Lease for
AIRPORT LEASE - PARCEL 1 SAV
1565 SPORT AVIATION WAY
DeLAND, FLORIDA, 32724

DATE: 2/10/21

PROJECT NO. EN 18-25

SCALE: 1" = 40'

DRAWN BY: SC

Sheet 1 of 1

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, JANUARY 3, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

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

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

INVOCATION:

Bishop Eugene Collier, New Saint John Missionary Baptist Church, gave the Invocation.

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

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Absent
Commissioner Dan Reed	Present
Commissioner Kevin Reid	Present (arrived at 7:03 pm)
Mayor Chris Cloudman	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie Hennessy, City Clerk; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Services/Utilities Director; Ray Bahrami, Deputy Public Services Director/City Engineer; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Nick Conte, Economic Development Manager; Chris Graham, Community Information Manager; Debi Glick, Land Development Manager; members of the public and press.

PRESENTATIONS

1. Proclamation, Dr. Martin Luther King, Jr. Day.

Mayor Cloudman read the Proclamation honoring Dr. Martin Luther King, Jr. Day. Commissioner Dan Reed presented the Proclamation to members of the MLK Committee.

2. Resolution No. 2023-01, Honoring the Retirement of Christopher A. Pearsall.

Vice Mayor Paiva read the Resolution. Commissioner Kevin Reid presented the Resolution to Firefighter Christopher A. Pearsall. A motion was made by Vice Mayor Paiva, seconded by Commissioner Dan Reed, to adopt the Resolution. The motion carried by a 4-0 vote; Commissioner Davis absent.

RESOLUTION NO. 2024-01

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

WHEREAS, Christopher A. Pearsall has dedicated his career to the safety and protection of our community, and after 20 years of serving well and faithfully as a member of the DeLand Fire Department, he announced his retirement as of December 29, 2023; and

WHEREAS, Christopher A. Pearsall began working of the City of DeLand Fire Department as a Firefighter on June 6, 2003, during his career Chris completed various courses to enhance his skills and worked diligently to promote life safety in our community. Chris maintained state certification as a Certified Firefighter and Emergency Medical Technician in addition to certification as a Confined Space Rescue Technician, Rope Rescue Technician, Trench/Excavation Rescue Technician and maintained certification as a fire Apparatus Relief Driver: and

WHEREAS, Chris was a valued shift member, who assisted with the mentoring and training of junior firefighters to ensure they were prepared for all emergency and non-emergency responses within the City of DeLand and surrounding communities; and

WHEREAS, Christopher A. Pearsall has distinguished himself with his professional leadership skills and performance as a Firefighter, and he has justly earned the respect, admiration and high regard of his fellow peers as well as that of the citizens of this community.

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

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

Section 2. That this resolution shall be spread upon the minutes of the city Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Firefighter Christopher A. Pearsall.

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

PASSED AND DULY ADOPTED this 17th day of January, 2024.

/s/ Christopher Cloudman
Mayor – Commissioner

Attest:

/s/ Julie A. Hennessy
City Clerk-Auditor

3. Employee Years of Service Awards.

Mayor Cloudman honored Ray Bahrami, Engineering Department, for 10 years of service. Vice Mayor Paiva read a plaque and presented it to Mr. Bahrami.

4. Presentation re Quarterly Financial Report for the Period Ending September 30, 2023.

Daniel Stauffer, Finance Director, presented the Quarterly Financial Report.

CONSENT AGENDA

1. Resolution Approving an Amendment to the Community Development Block Grant (CDBG) Budget for Fiscal Years 2020-21 and 2021-22.
2. Resolution Approving Sole Source Purchase from Axon Enterprise, Inc.
3. Resolution Naming the Athletic Director Box at Conrad Park in Honor of Jeff Altier.
4. Consideration re Gateway Grant for Property Located at 302 South Woodland Blvd.
5. Consideration re Task Assignment No. 15, Amendment No. 2 – Entry Sign/Feature Design and Permitting.

Vice Mayor Paiva made a motion to approve items 1-5 on the consent agenda. Commissioner Dan Reed seconded the motion, which carried by a 4-0 vote; Commissioner Davis absent.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

None.

NEW BUSINESS

1. First Reading of Ordinance Amending Land Development Regulations Text to Modify Section 33-16.05 to remove Prohibition of “Medical Marijuana Treatment Center Dispensing Facilities,” and to Allow Said Facilities where Pharmacies are Allowed in Section 33-17.23, Subject to Compliance with Florida Statutes 381.986; and to Modify Section 33-17.23 and to Add “Medical Marijuana Cultivation Facilities” as an Allowed Use in the -1 Zone District, Subject to Compliance with Florida Statutes 381.986; and to

Modify Section 33-12 to Add Definitions for “Medical Marijuana Cultivation Facilities” and “Medical Marijuana Treatment Center Dispensing Facilities.”

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS RELATING TO MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES AND CULTIVATION FACILITIES; BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-16.05 “MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES BANNED”; BY AMENDING SECTION 33-17.23 “ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS”; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, introduced the ordinance. She stated that this action was being initiated by the City based on direction provided by the City Commission at their meeting on November 6, 2023. Ms. Kuhn provided some background information pertaining to the proposed amendment.

Commissioner Kevin Reid asked if there would be any issue with adding a requirement pertaining to distance between facilities. Mr. Elkind responded that a provision could be placed in the code to regulate distance between facilities but it would have to apply to all facilities.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion.

Vice Mayor Paiva said he felt the process had changed since this issue was initially voted on. He thought it was the right thing to do to move forward at this time. He was glad to see it was not allowed in commercial zones. Commissioner Dan Reed agreed with Vice Mayor Paiva.

Commissioner Kevin Reid was pleased with the presentation and happy to know the industry is highly regulated.

Mayor Cloudman shared that initially, the unknown of what action the state was going to take was causing hesitation. He would rather have legitimate businesses than the pop-up facilities.

The public hearing was closed.

The motion carried by a unanimous vote, 4-0. Commissioner Davis was not present.

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

CITY MANAGER REPORT

Mr. Pleus reported on the following items:

- Needed to know who would be attending the Martin Luther King, Jr. Gala
- Ten tickets are available for the youth to attend the Gala
- FDAP Vulnerability Assessment Grant was received for flood vulnerability project on Georgia Avenue. Halff is the name of the engineering company performing the work.
- Water Quality Improvement Grant has been received from FDEP in the amount of \$15 million for the wastewater treatment plant. It is not a net \$15 million gain, there are some additional steps with biosolids that the City will have to take.

CITY ATTORNEY REPORT

Mr. Elkind had nothing to report.

CITY CLERK REPORT

Ms. Hennessy had nothing to report.

CITY COMMISSION

Vice Mayor Paiva had nothing to report.

Commissioner Kevin Reid had nothing to report.

Commissioner Dan Reed had nothing to report.

Mayor Cloudman shared comments and announced upcoming events.

ADJOURNMENT

There being no further business, the meeting was adjourned at approximately 7:50 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, MARCH 18, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

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

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

INVOCATION:

Pastor Mike Carroll, First Assembly DeLand, gave the Invocation.

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

ROLL CALL

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

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julia M. Hewitt, Deputy City Clerk; Adam Kisthardt, Deputy Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Dan Stauffer, Finance Director; Rick Werbiskis, Community Development Director; Jim Ailes, Deputy Public Service/Utilities Director; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Heidi VanEtten, Assistance Finance Director; Mariellen Calabro, Deputy Public Works Director; Chris Graham, Community Information Manager; members of the public and press.

PRESENTATIONS

1. Proclamation, DeLand Less-Mow Spring.

Vice Mayor Paiva read the Proclamation, and Commissioner Dan Reed presented the Proclamation.

2. Proclamation, Government Finance Professionals Week.

Commissioner Davis read the Proclamation, and Commissioner Kevin Reid presented the Proclamation.

3. Presentation from the DeLand Youth Council – Not Presented.

Chris Graham, Community Information Manager, stated the Youth Council was not prepared to give a presentation. They are working on some smaller projects that are not yet finalized.

4. Presentation of the Annual Comprehensive Financial Report (CAFR) for Fiscal Year Ending September 30, 2023.

Dan Stauffer, Finance Director, introduced Zach Chalifour and Chris Noyes from James Moore and Company.

Zach Chalifour, CPA, presented the Annual Comprehensive Financial Report. He explained the contents of the report and said that an unmodified opinion was issued to the City. This is a desirable outcome and there were no compliance issues noted.

Commissioner Kevin Reid, representative of the City Commission on the Audit Committee, expressed appreciation for all of the work that goes into preparing the annual CAFR. He said lack of reporting is a great thing and staff is doing a wonderful job.

Mr. Pleus said that eight internal audits were conducted and all turned out well.

CONSENT AGENDA

1. Resolution Approving FY 2023-2024 Budget Amendment.
2. Resolution Approving Florida Department of Transportation Community Aesthetics Feature Agreement.
3. Resolution Approving State Revolving Fund Loan Program for Lead Service Line Planning and Design.
4. Consideration re Cooperative Purchasing Agreement, Darkhorse Software Program.
5. Consideration re Assignment and Assumption of Lease Agreement, 1725 Lexington, LLC to Florida Properties DeLand, LLC.
6. Consideration re Award of Bid for Chisolm Center Gym A/C Unit Replacement.

Vice Mayor Paiva made a motion to approve Consent Agenda items 1, 3, 4 and 5. Commissioner Davis seconded the motion, which carried by a unanimous vote.

With regard to item 2 of the Consent Agenda, Vice Mayor Paiva asked about the time table for moving forward with the four entry features. Ray Underwood stated that once approved, the orders would be placed and anticipated completion would take approximately four to six weeks.

Vice Mayor Paiva made a motion to approve item 2 of the consent agenda. Commissioner Davis seconded the motion, which carried by a unanimous vote.

With regard to item 6 of the Consent Agenda, Commissioner Davis asked about a timeline for the project. Rick Hall stated that once approved, the equipment would be ordered and the anticipated completion would take approximately two months.

Mr. Bowen, representing Dance USA, stated that once a month, the gymnasium is used for a dance. He said the concerns were being addressed and he was pleased since it has been warm in the gym.

Commissioner Davis introduced Dr. Monet Bradley, the new Chisolm Center Director.

Commissioner Davis made a motion to approve item 6 of the Consent Agenda. Vice Mayor Paiva seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

None.

NEW BUSINESS

1. First Reading of Ordinance Changing the Land Use for Approximately 0.35 Acres of Property, Located at 227 West Beresford Avenue, from Medium Density Residential to Mixed Commercial.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 227 WEST BERESFORD AVENUE; FROM MEDIUM DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION TO MIXED COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, gave a presentation of the request to change land use of property at 227 West Beresford Avenue.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion, which carried by the following roll call vote:

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

2. First Reading of Ordinance Changing the Zoning of Approximately 0.35 Acre of Property, Located at 227 West Beresford Avenue, from Residential (R-1) to Limited Neighborhood Commercial (C-1).

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM R-1, RESIDENTIAL TO C-1, LIMITED NEIGHBORHOOD COMMERCIAL ON PROPERTY LOCATED AT 227 WEST BERESFORD AVENUE; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Kendall Story, Senior Planner, gave a presentation of the request to change the zoning of property at 227 West Beresford Avenue.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion, which carried by the following roll call vote:

Vice Mayor Paiva	YES
------------------	-----

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

3. First Reading of Ordinance, Downtown Utility Fair Share.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE COLLECTION OF A CONCURRENCY AND FAIR SHARE CHARGE RELATED TO THE CITY'S PROJECT TO EXPAND SANITARY SEWER AND POTABLE WATER CAPACITY IN THE DOWNTOWN AREA IN ORDER TO ALLOW FOR ADDITIONAL DEVELOPMENT AND RE-DEVELOPMENT IN A DEFINED AREA OF THE DOWNTOWN; PROVIDING FOR IMPOSITION, COLLECTION, AND ADJUSTMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Mr. Elkind presented the ordinance. He said the City has had the desire to bring housing to the urban core, downtown area. As that started becoming realistic, the utility and engineering professionals noted that additional capacity would be necessary to accommodate additional housing. Meade and Hunt, Utility Engineers, were tasked with conducting a study to determine a plan of what would be needed and how much new capacity would be created by the improvements. By doing that study, a cost was determined, as well as, the amount of additional capacity to be created. He stated the City Commission is being asked to approve a charge of \$1,750 per ERU, which is less than the total amount that the project will cost. It is the intent of the budget and utility departments to obtain grant funding to offset the cost.

There was a discussion about the calculation of ERUs, and Mr. Elkind responded but said it would be a function specific to the change being proposed. He offered to get with staff to find out more details about connection charges.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Dan Reed seconded the motion, which carried by the following roll call vote:

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

4. Resolution Approving Oak Hammock Reserve 2021 Final Plat, Located at Spring Garden Avenue and West Beresford Avenue.

Rick Werbiskis, Community Development Director, presented the Resolution. He said it was a request for 110 single family residential lots on 38 acres of property. It was approved as a Planned Development.

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

5. Consideration re Request for Further Direction from the City Commission for Demolition and/or Asbestos Removal Options for the Old Jail.

Michael Pleus, City Manager, stated that Keith Riger, former Public Services Director, had prepared a report on this item. Mr. Ray Bahrami, City Engineer, requested direction with regard to the Old Jail building.

Commissioner Davis asked Mr. Bahrami if he was supportive of the report prepared by Mr. Riger, and he said yes, he did support what was in the report. Mr. Bahrami did a tour of the jail recently, finding asbestos all over. He shared everything he saw that needed to be removed. He also said the jail was constructed in the 1990's and would have to be updated for ADA compliance. He stated that what may be done to rehabilitate that building will be limited. He also noted the building is not air-conditioned.

Commissioner Dan Reed asked if bids were received for asbestos removal. Mr. Bahrami responded that the number Mr. Riger provided was from Samsula Construction and they gave a much lower number for asbestos removal. Their quote for demolition and asbestos removal was \$250,000. Typically, asbestos removal and demolition are done at the same time.

Corey Schlem, 455 Chestnut Ave., Orange City, spoke about the old jail building. He presented a proposal from Rock City Creations, to revitalize the building. He submitted a copy of his business plan to the Deputy City Clerk.

Barbara Shepherd, 112 West New York Avenue, talked about whether to save or rehabilitate the old jail building. She advocated for saving the building.

Ken Goldberg, 538 Signet Lane, advocated for saving the old jail building.

Sidney Johnston, 535 North Clara Avenue, stated he had helped demolish one county jail and helped put another one on the historic register. He advocated for saving the old jail building. He suggested hiring a historic preservation architect to conduct a condition assessment study.

Mr. Elkind advised the City Commission of their legal options with respect to the jail. He said an appeal was filed with regard to the City Commission's denial of the PD rezoning. That appeal is pending in the circuit court. He recommended waiting until that is resolved before any decisions are made that would involve entering into an agreement with any third parties.

Commissioner Davis asked how many were interested in the rehabilitation of the building before GlassHouse. Mr. Pleus said there was only one proposal received for rehabilitation. There were only three official proposals submitted. Commissioner Davis did not want to discount rehabilitation of the building as an option.

Commissioner Kevin Reid expressed concern that the building is not healthy and presents a liability to the city. He does not share the visions of rehabilitation for the building. His vision was for the property to be business-oriented on the front portion along New York Avenue and greenspace in the middle and back of the property.

Vice Mayor Paiva concurred with many of Commission Kevin Reid's sentiments. He was not supportive of spending additional money other than moving forward to demolish the structure.

Commissioner Dan Reed thought there were opportunities with the old jail building. He said even if the city does not do anything at this point, new RFPs can be reviewed. He said there is definitely an opportunity for someone else to remediate that building, assuming cost and liability.

Mayor Cloudman believed that the expense should fall on whoever redevelops the site rather than the burden being placed on the citizens. He said remediation of the asbestos is going to be different if the building is being demolished vs rehabilitated.

There was additional discussion about the jail building and what actions to take toward either asbestos removal, demolition, or rehabilitation.

Mr. Pleus said that Mr. Riger would recommend not moving forward with the asbestos removal if the City Commission truly believes the building could be rehabilitated. Mr. Pleus recommended that a time limit be set on how long the Commission would be willing to wait for the building to be rehabilitated before moving forward with asbestos removal and demolition.

Commissioner Dan Reed suggested waiting until the GlassHouse litigation is settled. After that, he would allow a period of six months to see if anyone shows interest in rehabilitating the building. He said in the meantime, RFP's could still be solicited.

Commissioner Kevin Reid said the property either needs to be secured with fencing, or money needs to be put into improving the parking lot. He said either way, the City is going to need to make some investment in the property.

Mr. Pleus expressed concern about the liability and stated that staff should look at some mechanisms to secure the building and make it safer. He asked that before this item is presented again, the City Commission members think about how long they want to wait until a viable option comes along.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table – Mayor Cloudman gave a report.
2. Report re River-to-Sea TPO – Mayor Cloudman gave a report.
3. Report re River of Lakes Heritage Corridor – Commissioner Dan Reed did not have a report because the meeting was cancelled.

CITY MANAGER REPORT

Mr. Pleus reported on the following:

- Announced that Mike Grebosz, Assistant City Manager, has earned his Credentialed Manager status from the International City and County Manager's Association. He congratulated Mr. Grebosz and said this achievement is a real testament to his dedication.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Nothing to report.

CITY COMMISSION

Vice Mayor Paiva spoke about the forthcoming Charter Review Committee recommendations.

Commissioner Davis commented on the DeLand Woman of the Year event. She announced an upcoming Easter egg hunt at the Dr. Joyce Cusak Resource Center on March 30, 2024, at 12:00 noon.

Commissioner Dan Reed commented on events he had attended and mentioned upcoming events.

Commissioner Kevin Reid congratulated the Stetson Basketball team.

Mayor Cloudman commented on events he had attended and announced upcoming events.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:10 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, APRIL 15, 2024, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

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

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

INVOCATION:

Reverend Jenny Vander Haeghen, Church of the Nazarine, gave the Invocation.

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

ROLL CALL

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

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk-Auditor; Adam Kisthardt, Deputy Police Chief; Todd Allen, Fire Chief; Michael Grebosz, Assistant City Manager; Dan Stauffer, Finance Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Bahrami, Deputy Public Services Director/City Engineer; Rick Hall, Parks and Recreation Director; Ray Underwood, Public Works Director; Carol Kuhn, Planning Director; Mark Hayward, Human Resources Director; Chris Graham, Community Information Manager; John Eiff, Airport Manager; Debi Glick, Land Development Manager; Kendall Story, Senior Planner; members of the public and press.

PRESENTATIONS

1. Resolution No. 2024-21, Honoring the Retirement of Lieutenant Bruce Morehouse.

Mayor Cloudman presented Lieutenant Bruce Morehouse with the Resolution. Commissioner Dan Reed read Resolution No. 2024-21 in its entirety.

RESOLUTION NO. 2024-21

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO BRUCE MOREHOUSE UPON HIS RETIREMENT AFTER TWENTY-SEVEN YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Police Lieutenant Bruce Morehouse has dedicated his career to the safety and protection of our community, to the DeLand Police Department, and has been loyal to his fellow officers and the community throughout his career; and

WHEREAS, Lieutenant Bruce Morehouse was hired as a Police Officer by the City of DeLand on February 3, 1997, was promoted to the rank of Sergeant on August 21, 2004, and then to the rank of Lieutenant on September 10, 2021. Lieutenant Morehouse was a member of multiple divisions within the Police Department during his professional career; to include Patrol Operations, Special Operations Division, Bike Patrol Unit, and as a Detective in the Criminal Investigations Division.

WHEREAS, throughout his career, Lieutenant Morehouse earned numerous letters of appreciation from DeLand residents and businesses, the City Manager, the Mayor, Stetson Public Safety, Blue Lake Elementary, as well as past and present command staff; and

WHEREAS, Lieutenant Bruce Morehouse, after twenty-seven years of service to this community, will retire as a sworn Police Lieutenant, and his dedication and commitment to the City of DeLand and the DeLand Police Department has earned the respect, admiration, and high regard of his superiors and his fellow officers, as well as that of the citizens of this community; and

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

Section 1. That the City Commission of the City of DeLand does hereby honor Lieutenant Bruce Morehouse for his twenty-seven years of service to the City of DeLand and the DeLand Police Department for the duty, honor, courage, integrity, caring, respect, and loyalty he has devoted to the community.

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

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

PASSED AND DULY ADOPTED this 15th day of April, 2024.

/s/ Christopher M. Cloudman
Mayor – Commissioner

Attest:

/s/ Julie A. Hennessy

City Clerk - Auditor

Vice Mayor Paiva made a motion to approve Resolution No. 2024-21. Commissioner Davis seconded the motion, which carried by unanimously, 5-0.

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

2. Presentation re Fire Department Badge Pinning Ceremony: Chrystal Hayes, William Mathis, and Sebastian McCormick.

Fire Chief Todd Allen explained the initial one-year probationary period experienced by new firefighters.

Fire Chief Allen read a biography about Chrystal Hayes. Her husband, Hunter Hayes, pinned her badge.

Fire Chief Allen read a biography about Sebastian McCormick. His grandfather, Robert McCormick, pinned his badge.

Fire Chief Allen read a biography about William Mathis. His wife, Kaitlyn Mathis, pinned his badge.

3. Presentation re Fire Department Promotions / Badge Pinning Ceremony: Jamie Lunsford Promoted to Fire Marshal, New Deputy Fire Marshal Bobby Wu.

Fire Chief Allen invited Jamie Lunsford and Bobby Wu forward. He recognized these firefighters for their promotions. Jamie Lunsford was promoted to Fire Marshal and Bobby Wu was promoted to Deputy Fire Marshal.

Fire Chief Allen read a biography about Fire Marshal Jamie Lunsford. His wife, Sarah Lunsford, and his daughter, MacKenzie, pinned his badge.

Fire Chief Allen read a biography about Deputy Fire Marshal Bobby Wu. His wife Pamela and his daughter Madison, pinned his badge.

4. Employee Years of Service Award.

Vice Mayor Paiva read a plaque to Ruth Victor, Parks and Recreation, in recognition and appreciation of her ten years of employment with the City of DeLand.

CONSENT AGENDA

1. Resolution Adopting Surplus of Glock Firearm for Lieutenant Bruce Morehouse Upon His Retirement – Motion to Approve immediately after Presentation of Resolution of Retirement to Police Lieutenant Bruce Morehouse.
2. Resolution re Surplus Equipment.
3. Resolution Approving Local Historic Designation for the “Dutton House” Located at 332 West New York Avenue.
4. Resolution Approving Revised Building Permit Fee Schedule.
5. Resolution Approving Sidewalk Café, Wander Bar Cocktail Lounge, at 208 North Woodland Boulevard.
6. Resolution Approving the Demolition of a Historic Multi-Family Residence Located at 335 East Rich Avenue.
7. Resolution Approving the Demolition of a Historic Single-Family Residence Located at 141 West Division Street.
8. Consideration re Gateway Grant Request for 235 North Amelia Avenue.
9. Resolution Approving FY 2023-2024 Budget Amendment.
10. Consideration re Single Source Procurement with Boulevard Tire Center for Tire Services.
11. Cons re Award of Bid for NiftyLift from Wisecom Technologies, Inc.
12. Consideration re Purchase for Standardization Entry Sign/Feature from Forsite.
13. Consideration re Award of Bid, 2024 Water Main Improvements.
14. Consideration re Approval for Sale and Consumption of Alcoholic Beverages on City Property, Issues Bar Decades – Prom Party Event.

Consent Agenda item #1 was approved under Presentations.

Vice Mayor Paiva made a motion to approve items # 2-4, 6-11, 13, and 14 of the Consent Agenda. Commissioner Davis seconded the motion, which carried unanimously, 5-0.

Consent Agenda item #5

Commissioner Dan Reed stated that he was one of the applicants for Consent Agenda item #5 and would not be voting.

Commissioner Reed claimed a conflict of interest with Consent Item #5 as follows:

I, Dan Reed, hereby disclose that on April 15, 2024,

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

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

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

I am one of the applicants on Consent Item #5.

A motion was made by Commissioner Paiva to approve Consent Item #5. Commissioner Davis seconded the motion, which was approved by a 4 – 0 vote; Commissioner Reed abstaining.

Consent Agenda item #12

Mayor Cloudman recognized the work that has gone into standardization entry sign/feature from Forsite.

Vice Mayor Paiva made a motion to approve consent agenda item #12. Commissioner Kevin Reid seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Regina White, Resident, spoke about the Chisolm Center signage and communication to the public. She expressed concern about the lack of communication with regard to activities at the Chisolm Center.

There was a discussion about the sign that had been approved and budgeted. Mr. Hall gave an update on the sign installation.

OLD BUSINESS

1. Second Reading of Ordinance No. 2024-12, Amending Chapter 30, Sanitary Sewer Development Fees.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 30-20 OF CHAPTER 30 OF THE *CODE OF ORDINANCES OF THE CITY OF DELAND* RELATING TO DEVELOPMENT / CONNECTION FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE WITH PHASED CHARGES.

Mayor Cloudman opened the public hearing.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-12 on second reading. Commissioner Dan Reed seconded the motion, which carried by the following roll call vote:

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

2. Second Reading of Ordinance No. 2024-13, Adopting Section 1-8, Amending Chapter 2B, Collection of Past Due Fees and Charges.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING A NEW SECTION 1-8 PROVIDING FOR COLLECTION OF PAST DUE CHARGES AND FEES; AMENDING CHAPTER 2B OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATING TO ALARM SYSTEMS; PROVIDING FOR COLLECTION FEES AND INTEREST; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS;

**PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION;
PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND
PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Cloudman opened the public hearing.

Dan Stauffer, Finance Director, stated that residents are given thirty days to pay their bills, and they are not reported to collections until the bill is 90 days overdue.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve Ordinance No. 2024-13 on second reading. Commissioner Dan Reed seconded the motion, which carried by the following roll call vote:

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

NEW BUSINESS

1. [REQUEST TO CONTINUE] First Reading of Ordinance Amending and Restating the Summit Place Planned Development Agreement.

Mayor Cloudman stated that a request had been received to continue this first reading.

Vice Mayor Paiva made a motion to continue the first reading of the Ordinance to May 6, 2024. Commissioner Davis seconded the motion, which carried by a unanimous vote.

2. [REQUEST TO CONTINUE] First Reading of Ordinance Amending and Restating the Gateway East Planned Development Agreement.

Mayor Cloudman stated that a request had been received to continue this first reading.

Vice Mayor Paiva made a motion to continue the first reading of the Ordinance to May 6, 2024. Commissioner Davis seconded the motion, which carried by a unanimous vote.

3. First Reading of Ordinance Amending Chapter 33, Related to Parking Standards for Passive Recreation Areas and Stand-Alone Emergency Rooms.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND LAND DEVELOPMENT REGULATIONS RELATING TO PARKING REQUIREMENTS BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-17.01 “R-R RURAL RESIDENTIAL”; BY AMENDING SECTION 33-17.02. R-R1— SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT; BY AMENDING SECTION 33-17.03 “R-1AA SINGLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.031 “R-1A SINGLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.04 “R-1B SINGLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.05. “R-1 SINGLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.07 “R-2 TWO-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.08 “R-8 MULTIPLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.09 “R-12—MULTIPLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.10 “R-16 MULTIPLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.11 “R-M RESIDENTIAL MOBILE HOME DISTRICT”; BY AMENDING SECTION 33-17.12 “E-1 EDUCATIONAL DISTRICT”; BY AMENDING SECTION 33-17.13 “P-1 PROFESSIONAL-RESIDENTIAL DISTRICT”; BY AMENDING SECTION 33-17.14 “BR BUSINESS RETAIL DISTRICT”; BY AMENDING SECTION 33-17.15 “C-1 LIMITED NEIGHBORHOOD COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.16 “C-2 GENERAL COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.17 “C-2A DOWNTOWN COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.18 C-2AC “COMMERCIAL ACTIVITY CORE ZONING CATEGORY”; BY AMENDING SECTION 33-17.19 “C-3—RAIL SPUR COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.20 “C-4 WHOLESALE COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.21 “M-1—INDUSTRIAL DISTRICT”; BY AMENDING SECTION 33-91.03 “NUMBER AND TYPE OF PARKING SPACES REQUIRED”; AND BY AMENDING SECTION 33-91.06(D) “PAVING”; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Mayor Cloudman opened the public hearing.

Carol Kuhn, Planning Director, presented an overview of the ordinance and provided staff comments.

Mayor Cloudman asked if Volusia County had similar language in place. Ms. Kuhn said they did not have the proposed requirements specified in their regulations.

The public hearing was closed.

Vice Mayor Paiva made a motion to approve the Ordinance on first reading. Commissioner Davis seconded the motion, which carried by the following roll call vote:

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

4. Resolution Denying a Special Exception Request for a Daycare Facility Located at 337 Old Daytona Road.

Kendall Story, Senior Planner, presented an overview of the resolution and provided staff comments. She stated the request was to reconstruct an existing daycare facility. She noted that the staff was recommending the denial of the request for a special exception. Upon analysis of the request, staff found that the subject property was located within the approach and landing pattern of airport runway five. It was undetermined whether or not a fuel storage supply plant was within 500 feet of the facility, and there were no provisions of a minimum 15-foot wide landscape buffer, as required.

Vice Mayor Paiva noted the Great Beginnings Learning Center had existed since 1996. He asked if the Patterson PD could be amended to allow for less buffer.

Tim Olmstead, Superior Drafting and Engineering, stated the size was being increased, and with the renovation, it would be a nicer and more open atmosphere than the current existing. He said initially, the special exception was for the buffer. He said he learned about being in the line of Runway 5, four days before the last hearing. He said there are several businesses between the daycare and Runway 5.

Vice Mayor Paiva said the flight path was not a reason for him to deny the request. He said it has been there the whole time the daycare has existed. He favored this local business continuing to provide a service, expanding its business, and improving it. Commissioner Kevin Reid agreed.

Vice Mayor Paiva made a motion to **approve** the Special Exception request, allowing for a 10 foot buffer. Commissioner Davis seconded the motion, which carried by a unanimous vote.

5. Discussion re 2050 Vision Update.

Carol Kuhn, Planning Director, presented the 2050 Vision Update. She reviewed the process and outreach conducted, as well as upcoming steps.

Discussion ensued, and the City Commission provided feedback and suggestions for the urban core boundary changes. It was thought that the area of downtown should be expanded and labeled more generally as the “Central Core.” There was support for keeping the 2050 Land Use Map the same.

Staff will conduct a Workshop on May 6, 2024, to review the Comprehensive Plan update.

CITY COMMISSION REPORTS

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

Commissioner Kevin Reid reported on the Volusia County School Board Oversight Committee meeting that he attended recently. He said they talked about development and growth and trends in education throughout the county. Commissioner Davis shared her perspective from a teacher’s point of view.

CITY MANAGER REPORT

Mr. Pleus reported on the following:

- Mud Dog Music Festival – Kudos to Chad Rhodes and the Parks and Recreation team.

CITY ATTORNEY REPORT

Nothing to report.

CITY CLERK REPORT

Nothing to report.

CITY COMMISSION

Commissioner Kevin Reid had nothing to report.

Commissioner Davis attended the health fair at the Chisolm Center. It was a successful event. She thanked staff for the work on the upcoming music festival.

Vice Mayor Paiva had nothing to report.

Commissioner Dan Reed had nothing to report.

Mayor Cloudman made comments and announcements.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:01 p.m.

Julie A. Hennessy, MMC
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Resolution Approving Contract Time Extension for FDOT Grant 438416-1-94-01 (Amendment #6) - T-Hangar Development.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , Exhibit A

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

On September 21, 2020, the City Commission approved the FDOT grant agreement for the design and construction of 20 new T-hangars. Due to delays in securing additional grant funding, materials and permitting, the project is not expected to be finished before the FDOT grant funding expires. The FDOT is allowing the City to extend the grant until June 1, 2025.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of amendment No. 6 will have no fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission approve amendment No. 6 to allow additional time to finish the project.

BACKGROUND/DISCUSSION:

The 20 new T-hangars are expected to be completed by June 2024.

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL MANAGEMENT NO. 438416-1; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has offered the City an Extension of Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide funding for the construction of hangars at the DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 0% of the anticipated project cost; and

WHEREAS, this project is necessary to provide for the needs of the aviation-related businesses and public users at DeLand Municipal Airport.

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

Section 1. The Mayor-Commissioner is authorized to execute the Amendment for Extension of Public Transportation Grant Agreement for the construction of Hangars at the DeLand Municipal Airport.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 6th day of May 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT FOR EXTENSION OF PUBLIC
TRANSPORTATION GRANT AGREEMENT**

Form 725-000-04
STRATEGIC
DEVELOPMENT
OGC 02/19

DATE: 4/25/24

TO: Mindy Considine
City of DeLand

FROM: Joseph A. Jerkins

SUBJECT: Design and Construct Hangars
DeLand Municipal - Sidney H Taylor Field

CONTRACT NUMBER: G1Q81

AMENDMENT NUMBER: 6

FINANCIAL MANAGEMENT NUMBER: 438416-1

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and City of DeLand ("Agency"), dated 10/05/2020, is scheduled to expire on the 1 day of June, 2024.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 1 day of June, 2025, for additional time to complete the Project for the following reasons: The project is very close to being completed, but unfortunately, we will not be able to have everything finished and finalized by June 1, 2024. We are requesting to extend the grant by 1 more year.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on _____ (to be completed by Department).

Agency: City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel McDermott

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Resolution Approving FDOT Public Transportation Grant Award 454591-1-94-01
For South-Central Apron Rehabilitation Project Design.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: Resolution , Exhibit A

APPROVED BY: Michael Pleus, City Manager, April 30, 2024

SUMMARY/HIGHLIGHT:

The design of South-Central Apron Rehabilitation project got approved by the City Commission on April 1 meeting. It includes approximately 80,000 SF of asphalt, aircraft tie down anchors, pavement markings and storm water permitting required by St. John's River Water Management District. Pursuant to applications made by staff and our consultant, Avcon, the Florida Department of Transportation (FDOT) has agreed to fund 80% (\$88,023) of the design costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of \$88,023 or 80% in FDOT funding, with remaining funds \$22,005 or 20% to be provided by the Airport budget. Funds were included in the FY 23/24 Airport Budget.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached resolution and PTGA (Public Transportation Grant Agreement).

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT
AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, FINANCIAL MANAGEMENT NO. 454591-1-94-01 AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Transportation has offered the City a Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide funding for the Central Apron, design at DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 20% of the anticipated project cost; and

WHEREAS, this project is necessary to provide for the needs of the aviation-related businesses and public users at DeLand Municipal Airport.

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

Section 1. The City Commission hereby sets aside the additional amount of \$22,005 pay for its share (20%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the Public Transportation Grant Agreement for this project.

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

PASSED AND DULY ADOPTED this 6th day of May, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <u>454591-1-94-01</u>	Fund(s): <u>Work Activity Code/Function: 215</u>	DDR <u>215</u>	FLAIR Category: <u>088719</u>
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: <u>N/A</u>		Object Code: <u>751000</u>
	Federal Award Date: <u>N/A</u>		Org. Code: <u>55052000531</u>
Contract Number: _____	Agency SAM/UEI Number: _____		Vendor Number: <u>VF596000307028</u>
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.004</u>			
CSFA Title: <u>Aviation Grant Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of DeLand, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Design Central Apron Rehabilitation/Reconstruction at Deland Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

9. Project Cost:

- a. The estimated total cost of the Project is \$110,028. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$88,023 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of DeLand

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design of the rehabilitation/reconstruction of the south-central apron located in front of the airport terminal area, it is a heavily trafficked apron that handles heavier aircraft.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bidding/award services, survey and geotechnical costs, permitting, design of erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, drainage, and utilities, including all materials, equipment, labor, and incidentals required to design the rehabilitation of apron pavement. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

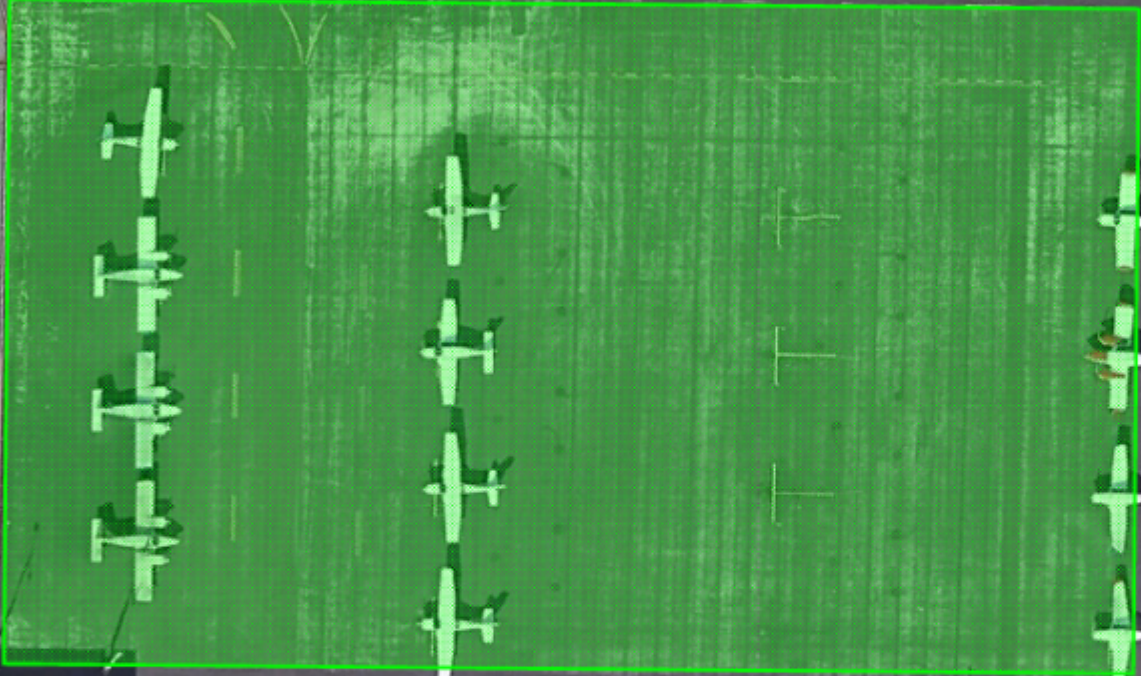
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

TAXIWAY A



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454591-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$88,023.00
454591-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$22,005.00
Total Financial Assistance							\$110,028.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$88,023.00	\$22,005.00	\$0.00	\$110,028.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$88,023.00	\$22,005.00	\$0.00	\$110,028.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
---	--

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$88,023

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Consideration re Task Order Assignment, Reclaim Water Main Extension Phase 6 Design Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order Proposal

APPROVED BY: Michael Pleus, City Manager, April 30, 2024

SUMMARY/HIGHLIGHT:

In the FY 22/23 budget, the City Commission was presented a project for a reclaim water main extension phase #6 design. This project would extend the reclaim system from the stub out on Plymouth Avenue at Crosscreek subdivision to the Forest Trace subdivision. A 12" reclaim line will be extended west to Hazen Road and turn south on Hazen Road and be extended to Minnesota Avenue and turn east to Mallory Woods. This would allow us to connect Citrus Elementary, retro-fit Forest Trace, and connect up the dry lines that were installed in the Mallory Woods phase #2 development.

The scope of this project would only be for the design and bidding services for this project. The subject task order, if approved, will provide these services. This project would be submitted for a grant in February 2025 to SJRWMD. Additional, funds for construction, engineering, and inspections (CEI) Services will be proposed in the fiscal year budget for 24/25 to complete this project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Facilities & Infrastructure

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$219,698.00 per the attached scope. Funds in the amount of \$200,000.00 were set aside for this project in the 22/23 fiscal year. The remaining balance of \$19,698.00 is currently available in Water & Sewer Fund reserves to cover this expense. This will be included in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide design and bidding services for the Reclaim Water Main Extension Phase #6 Design Services project.

BACKGROUND/DISCUSSION:

This would get the Utility Department closer to fulfilling the commitment that the City Commission made to the residents several years ago to provide reclaim to these newer subdivisions.



April 18, 2024

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

Email: ailesj@deland.org

Subject: Reclaimed Water Main Extension – Phase 6

Dear Jim,

In accordance with your request, we are pleased to offer the enclosed engineering scope of services and fee estimate proposal for design, permitting, and funding for the next phase of the City's reclaimed water retrofit and expansion program. The enclosed scope of services details specific tasks to be completed, schedule and estimated fees.

The proposed Phase 6 reclaimed water main extension project includes construction of approximately 5,000 LF of reuse transmission main and 5,100 LF of reclaimed distribution mains to serve the Forest Trace subdivision, see **Exhibit A**. The estimated construction cost range for this project is approximately \$3.0M. This project represents the next phase of system reuse distribution system expansion and commitment to continuation of the Blue Spring MHL Compliance Strategy. The City has received 33-50% grant funding for all previous phases. Application will be made for 50% cost share funding for this project. The scope of services includes grant application assistance.

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.



Brad T. Blais, P.E.
Client Manager



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

BTB/CC;bf

Jim Ailes
April 18, 2024
Page 2

Enclosure: Scope of Services
 Exhibit A
 Southeastern Surveying & Mapping Corporation: Survey Scope
 Ardaman & Associates, Inc.: Geotech Scope

**CITY OF DELAND
SCOPE OF SERVICES
FOR
RECLAIMED WATER MAIN EXTENSION – PHASE 6 DESIGN**

The Task Order is in conformance with the Agreement for Consulting Services dated November 20, 2023, between the City of DeLand (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The City of DeLand desires to design Phase 6 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 proposed Phase 6 reclaimed water main extension project includes construction of approximately 5,000 LF of reuse transmission main and 5,100 LF of reclaimed distribution mains to serve the Forest Trace subdivision, see **Exhibit A**. The estimated construction cost range for this project is approximately \$3.0M. This project represents the next phase of system reuse distribution system expansion and commitment to continuation of the Blue Spring MHL Compliance Strategy. The City has received 33-50% grant funding for all previous phases. Application will be made for 50% cost share funding for this project. The scope of services includes grant application assistance.

The design effort includes survey, geotechnical investigations, plan sheet preparation, 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

MEAD & HUNT's Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 12-month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Utility Coordination

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities and resolution of any estimated conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations.

Site Reconnaissance

MEAD & HUNT will conduct up to two (2) site visits to verify existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the General section above, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 100% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

The 100% submittal package will be submitted to the OWNER. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 4 – PERMITTING ASSISTANCE

County Right-of-Way Use Permit

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to two (2) Requests for Additional Information (RAI) as part of the permit application process.

Deliverables – Permitting

- Final County Right-of-Way Permit application

PHASE 5 – FUNDING ASSISTANCE

Mead & Hunt will prepare a grant application for the SJRWMD and FDEP cost share grant programs. The grant applications 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 OWNER for review and comments. The OWNER 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 OWNER for execution. Upon receipt 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.

PHASE 6 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. It is assumed permit application fees will be paid by the OWNER. Items included in this phase will be billed at actual cost plus 10%.

Geotechnical – Soil borings and geotechnical evaluation will be performed by Ardaman and Associates, Inc. The scope of work included is detailed in their proposal which is included herein.

Land Surveying – Certified design survey will be performed by Southeastern Surveying and Mapping Corporation (SSMC). The scope of work included is detailed in their proposal and attached herein.

EXCLUSIONS

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

- | | |
|------------------------------------|--|
| • Preliminary Design | • Investigations |
| • Easement Acquisition | • Environmental |
| • Bidding Assistance | • Professional Services Acquisition Assistance |
| • Construction Phase Services | • Completed Project Assessment |
| • Special Studies | • Site Security |
| • Subsurface Utility Exploration | • Fire Protection |
| • Laboratory Services | • Zoning Modifications |
| • Value Engineering | |
| • Redesign per Owner or Contractor | |

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 (calendar days)	Commencing Upon
<i>Phase 1 – Project Management</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Data Collection and Site Reconnaissance</i>	<i>121 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Project Design</i>		
<i>Task 1 – 60% Design</i>	<i>118 days</i>	<i>Receipt of Survey</i>
<i>Task 2 – 100% Design</i>	<i>43 days</i>	<i>60% review meeting</i>
<i>Phase 4 – Permitting Assistance</i>	<i>41 days</i>	<i>OWNER approval of 100% deliverable; concurrent with Phase 3, Task 2</i>
<i>Phase 5 – SJRWMD Cost Share Grant Assistance</i>	<i>30 days</i>	<i>SJRWMD Cost Share Portal Opens</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services, is \$219,698.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$14,005</i>	<i>Lump Sum</i>
<i>Phase 2– Data Collection and Site Reconnaissance</i>	<i>\$5,804</i>	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>		
<i>Task 1 – 60% Design</i>	<i>\$62,208</i>	<i>Lump Sum</i>
<i>Task 2 – 100% Design</i>	<i>\$33,916</i>	<i>Lump Sum</i>
<i>Phase 4 – Permitting Assistance</i>	<i>\$12,196</i>	<i>Lump Sum</i>
<i>Phase 5 – SJRWMD Cost Share Grant Assistance</i>	<i>\$11,069</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$139,198</i>	
<i>Phase 6 – Subconsultants/Reimbursables</i>	<i>\$80,500</i>	<i>Actual cost plus 10% administrative markup</i>
<i>TOTAL</i>	<i>\$219,698</i>	

AUTHORIZATION:

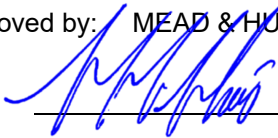
The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Jim Ailes
April 18, 2024
Page 8

Accepted by: CITY OF DELAND

Approved by: MEAD & HUNT, INC.

By: _____

By:  _____

Name: _____

Name: Brad T. Blais, P.E. _____

Title: _____

Title: Vice President/Client Manager _____

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

Date: _____

Date April 18, 2024 _____

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.

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Consideration re Task Order Assignment, Lead and Copper Rule Revisions Program Assistance Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order Proposal

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

At the March 18th City Commission Meeting the Commission approved a Drinking Water State Revolving Financing agreement for the Lead Service Line Inventory and Design. The scope of this project would help compile, document, and configure the known and unknown service lines in the DeLand Utility Service Area and map them into an online GIS web-based map. They will then analysis the data to refine and reduce the number of service lines to investigate. A field verification plan will be produced and locations to verify line materials determined. A Lead Service Line Replacement Plan will show a minimum of 10 percent of the lead service lines to be replaced on an annual basis. The subject task order, if approved, will provide these services.

Additional, funds for field verification and oversight by McKim & Creed to have a contractor perform the required inspections (CEI) services will be proposed as a future task assignment for field work that must be done by an outside contractor.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Facilities & Infrastructure.

FISCAL IMPACT:

This proposed task order, if approved, will result in an obligation of \$298,375 per the attached scope. Funds in the amount of \$1,380,000.00 are to be provided by an SRF loan where the city will receive a 49% loan forgiveness in the amount of \$672,200. The amount proposed in the task order above would be eligible for that split to occur. A future budget amendment will be presented for approval to the City Commission to include the loan/grant and expenditures.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with McKim & Creed to provide services to help compile, document, configure, and oversee field investigations for the Lead Service Line Inventory and Design project.

BACKGROUND/DISCUSSION:

This project will bring the City Utility Department into compliance with the EPA required inventory and replacement plan.

Scope of Services
City of Deland, FL
Lead and Copper Rule Revisions Program Assistance
McKim & Creed
March 19, 2024

PROJECT UNDERSTANDING AND PURPOSE

The City of DeLand (CITY) has identified the need to address recent updates to the Florida Department of Environmental Protection (FDEP) Lead and Copper Rule Revisions (LCRR) that became effective on December 16, 2021. The first part of the LCRR includes a requirement to submit an Initial Lead Service Line Inventory (LSLI) by October 16, 2024. Additionally, the EPA released a draft of the Lead and Copper Rule Improvements (LCRI) on November 30, 2023, and intends to enact it prior to the LCRR October 2024 deadline. The LCRI does not change requirements to the LSLI or Lead Service Line Replacement Plan (LSLRP) required by 10/16/2024, however it will require tracking connectors (e.g., goosenecks, pigtails, etc.) beginning 3 years after it is enacted. In anticipation of this requirement, the scope of the project will include connectors in the initial inventory if encountered during records review or field verifications.

TASK 1: PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

A. PROJECT MANAGEMENT AND ADMINISTRATION

The CONSULTANT will develop project management and administration documents needed for the project that will include project set-up, project schedule, project management, QA/QC, and file systems. CONSULTANT will conduct a kickoff meeting with the CITY, 120 Water, and an internal meeting with the design team.

1. Conduct virtual/remote project status meetings once a month, prepare and distribute written meeting agendas and minutes.
2. CONSULTANT will coordinate with 120 Water for data analysis, data refinement, and data management as well as data implementation to the working Draft LSLI through the remainder of the CITY's contract with 120 Water.
3. CONSULTANT will provide monthly status reports to accompany monthly invoices and will manage and administer the project from inception through close-out.

4. CONSULTANT will coordinate meetings and schedules with 120 Water on behalf of the CITY.

B. PROJECT MEETINGS

Meeting agenda and minutes will be prepared by CONSULTANT and will be distributed to meeting attendees and key stakeholders. The following meetings are anticipated:

1. Kickoff Meeting with CITY and 120 Water - Will be conducted within one week of authorization.
2. ArcGIS Online Integration Meeting
3. Draft LSLI Review Meeting/ Data Review
4. Monthly Progress Meetings — Virtual or in-person
5. Field Verification Plan Draft Deliverable Meeting
6. Final LSL Inventory Review Meeting and Submittal to FDEP
7. Public Education and Outreach Meetings (two assumed)
8. Field Validation Meeting
9. Replacement Plan Meeting

TASK 2: ARCGIS ONLINE (AGOL) CONFIGURATION

- A. The AGOL onboarding and configuration will include: data population from existing data sets, and up to 3 web application configurations.

1. Geocoding datasets to perform gap analysis for non-geolocated attributes
2. Hub Site Development and Maintenance
3. Customer Material Verification Survey Development and Implementation
4. Field Confirmation Survey and Web Application
5. Field Tracking Operations Dashboard

TASK 3: DATA COLLECTION AND DOCUMENTATION

A. DATA COLLECTION AND REVIEW

1. 120 Water will provide information available that will be used to estimate the date of construction for relevant buildings. The CONSULTANT will obtain

updated information from the CITY and will perform work required to comply with the Initial Service Line Inventory requirements.

2. The CONSULTANT will collect available information from the CITY. CONSULTANT will login and review data sources within the 120 Water Platform and review integration and implementation progress.
3. The CONSULTANT will document and verify the methodology used for existing information compiled by 120 Water. The results of this task will be integrated into the Initial Service Line Inventory. Also, documentation will be developed for added information.
4. This task includes a data request/status spreadsheet that will be used for project documentation as well as coordination with 120 Water.

B. CONSTRUCTION AND PLUMBING CODES AND RECORDS REVIEW

1. The CONSULTANT will review available construction and plumbing codes, record drawings and permits to estimate when transmission and distribution mains were installed. If available, service line material will also be extracted from information obtained.

C. WATER SYSTEM RECORDS REVIEW

1. The CONSULTANT will review information provided by the CITY that may include distribution system maps and drawings, historical records for each service connection, meter installation records, standard operating procedures, master plans, and capital improvement plans.

D. DISTRIBUTION SYSTEM INSPECTIONS AND RECORD DRAWING REVIEWS

1. The CONSULTANT will review available inspections, meter repair records, break records, service line material records, etc. Relevant information will be documented and integrated into the Initial LSL Inventory.

E. STAFF INTERVIEWS

1. The CONSULTANT will conduct interviews with CITY utility staff to verify and/or obtain additional data specific to service line materials. Staff may include people familiar with transmission and distribution lines, service line

replacements, meter repair, etc. Interviews will be documented and integrated into the Initial Service Line Inventory.

TASK 4: DATA ANALYSIS AND REFINEMENT

Upon Completion of above tasks, the LSL inventory will be analyzed and refined to identify and reduce the number of unknown service lines. Methods for inventory refinement will be in accordance with EPA guidelines.

A. INVENTORY REFINEMENT PLAN

1. The CONSULTANT will coordinate with the CITY to develop an Inventory Refinement Plan. The Plan will target efficient and cost-effective methods to reduce the number of service lines with unknown materials. The Plan may include forms, instructions, figures, photos, videos, and other means to document the results from the methods described below. A draft Plan will be submitted to the CITY for review and comment. A review meeting will be held to address comments and questions. The Plan will be updated to address comments and questions from the review meeting.

B. GUIDANCE WITH VISUAL INSPECTION OF SERVICE LINE MATERIAL

1. CONSULTANT will assist the CITY with coordinating with water customers who elect to help identify the material of the customer-owned portion of the service line. Examples from other recent customer service lines are available and will be used to guide the CITY and the CITY's customers.

C. FIELD VALIDATION PLAN

1. The CONSULTANT will utilize relevant information obtained from previous tasks and will prepare a Field Validation Plan aimed at verifying unknown service line materials and confirming materials determined to be nonlead from historical records. A draft Field Validation Plan (Plan) will be submitted to the CITY for review and comments. The Plan will include priorities and action items for the CITY and the CONSULTANT. Additionally, the Plan will include clear procedures to document customer participation and refusals and will include recommendations on field activity scheduling to avoid conflict with compliance

monitoring. The final Field Validation Plan will be updated to address CITY questions.

D. SUPPORTING DOCUMENTATION

CONSULTANT will prepare supporting documentation for the LCR inventory process as follows:

1. GIS Mapping
2. Construction Materials Report

TASK 5: INITIAL LEAD SERVICE LINE INVENTORY

A. PREPARE INITIAL SERVICE LINE INVENTORY

1. CONSULTANT will provide a review of the Draft LSLI with 120 Water prior to assuming the deliverable.
2. CONSULTANT will review Draft LSLI with the CITY and FDEP and respond to comments.
3. The CONSULTANT will prepare the agenda and attend the draft review meeting to address CITY comments and questions. Meeting minutes will be prepared and distributed to meeting attendees.
4. The CONSULTANT will prepare the Final Service Line Inventory and will submit the FDEP. This task includes preparing responses that may be needed to address questions from the FDEP.

TASK 6: PUBLIC NOTIFICATION ASSISTANCE

The CONSULTANT will coordinate with the CITY and 120 Water in making the LSLI publicly accessible in accordance with EPA requirements. This task also includes assistance with informing customers having a lead service line, galvanized service line requiring replacement, or unknown service line following completion of the Initial LSL Inventory.

A. GIS-BASED SERVICE LINE INVENTORY

The CONSULTANT will utilize information obtained from the previous tasks and will prepare a GIS-based Service Line Inventory map. The draft Service Line Inventory map will be submitted to the CITY in a format/application determined previously. The

CONSULTANT will also develop standard database functions to streamline communication between customers and departments within the CITY. This task could include a data management solution, data collection templates, and training for CITY staff to utilize the management solution(s). The LCR requires that a location identifier (e.g., street address) for service lines with lead and galvanized pipe requirement replacement be included in the interactive map. The following FDEP recommendations will also be included:

1. User instructions
2. Location identifier for all service line materials
3. Street address as the location identifier
4. Summary of the total number of LSLs, galvanized requiring replacement, non-lead, and unknowns
5. Reliability disclaimer
6. Reference material for customers with LSLs (if necessary)
7. Schedule for investigating unknowns
8. Information on the CITY's efforts to reduce lead
9. Information on tap sampling
10. System contact information

B. SERVICE LINE INVENTORY REVIEW WORKSHOP

The CONSULTANT will conduct a workshop with the CITY and other key stakeholders. The workshop will include a demonstration of the interactive map. Workshop notes will be prepared by the CONSULTANT and distributed to attendees.

C. SERVICE LINE INVENTORY MAP UPDATE AND PUBLICATION

The CONSULTANT will update the Service Line Inventory map to address workshop comments and questions. CONSULTANT will coordinate with the CITY to post the interactive Service Line Inventory using a previously determined map application. The map will allow CITY water system customers to view service line materials anywhere there is internet access. CONSULTANT will assist in publication of inventory to FDEP via Esri database as well as approved FDEP spreadsheet format.

TASK 7: FIELD VERIFICATIONS AND LEAD SERVICE LINE REPLACEMENT PLAN

- A. CONSULTANT will perform excavations or vacuum excavations at planned locations to verify service line materials. The verifications will be performed at a cost \$160 per meter address for those requiring hand tool excavation, and \$558 per meter address for those requiring vacuum excavation. There will be a one-time mobilization fee of \$10,500.00. These services will be completed under a separate work assignment and are not included in the scope of services herein. The inventory stands as the basis for planning such services and will be invoiced as a separate work assignment. Additionally, CONSULTANT will develop a Lead Service Line Replacement Plan that will show a minimum of 10 percent of lead service lines will be replaced on an annual basis.
- B. CONSULTANT will assist in the development of a Lead Service Line Replacement (LSLR) Plan that meets the requirements of the LCRR. The LSLR Plan does not include actual replacement of service lines, which occur as part of an LSLR Program and is outside this Scope of Services. The LSLR Plan shall include the following:
1. A strategy for determining the composition of lead status unknown service lines in its inventory;
 2. A procedure for conducting full lead service line replacement;
 3. A strategy for informing customers before a full or partial lead service line replacement;
 4. A procedure for customers to flush service lines and premise plumbing of particulate lead;
 5. A lead service line replacement prioritization strategy based on factors including but not limited to the targeting of known lead service lines, lead service line replacement for disadvantaged consumers and populations most sensitive to the effects of lead.

The CONSULTANT will provide approaches and identify contracts that would enable the CITY to supply pitchers and filters/cartridges to each customer affected by the LSL Replacement Program and any other required instances.

ASSUMPTIONS AND OTHER CONSIDERATIONS

1. Requirements, except for the Initial Inventory, are subject to change under the LCRI. If modifications included in the LCRI require adjustments to this Scope of

Work, CONSULTANT can perform the resultant Scope of Work with fees adjusted as required upon written authorization by the CITY.

2. CITY provide all relevant data sets within one week of Request for Information.
3. CITY will coordinate with customers to obtain input for service line materials and for water quality testing and water quality testing results.
4. CITY will provide all coordination required for interactions with water customers.
5. Unless otherwise noted, all submittals will be in electronic format.
6. Subsurface Utility Engineering (SUE) work is outside of the Scope of Work. CONSULTANT understands that the CITY may request assistance of the CONSULTANT as part of a separate Contract or Work Order.
7. CONSULTANT will assist the CITY in preparation of materials needed for up to two (2) public meetings. CONSULTANT will attend public meetings and coordinate with the CITY for specific meeting requirements.

PROJECT SCHEDULE

This schedule is based on several tasks being performed concurrently and assumes a no greater than 2-week review by the CITY for each submittal due to constraints of the 10/16/2024 inventory deadline. The Work Assignment start date will be the date of the authorization of the Work Assignment by the CITY. This Work Assignment will remain in effect through the completion and acceptance of the project by the CITY.

Description	Weeks Following NTP
Kickoff Meeting / ArcGIS Online Configuration	1 Week
Data Collection / Data Review of Sources	10 Weeks
Inventory Refinement Plan	14 Weeks
Draft Initial Service Line Inventory	16 Weeks
Field Validation Plan/ Field Verifications	18 Weeks
Initial Service Line Inventory Submittal	20 Weeks
Public Notification Assistance	22 Weeks
Lead Service Line Replacement Plan	26 Weeks

ADDITIONAL SERVICES

- A. If authorized in writing by the CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by the CLIENT on a lump sum basis.
1. Mapping of water mains in GIS.
 2. Other services performed or furnished by McKim & Creed not otherwise provided for in this Agreement. These services are to be identified as additional services for the CITY and shall be executed under an approved project Amendment prior to CONSULTANT performing the service.

CLIENT'S RESPONSIBILITIES

- A. The following items shall be the responsibility of the CLIENT:
1. The timely provision of all available information, data, reports, records, and maps to which the CITY has access and which are needed by CONSULTANT for the performance of the services provided herein.
 2. Providing assistance and cooperation for CONSULTANT in obtaining any other needed material which the CITY does not have in its possession.
 3. Making available the services of the CITY as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
 4. Communication with water customers.
 5. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the CITY and will serve to provide the necessary direction and coordination for the project.

FEES

SUMMARY: City of DeLand LCRR Program Assistance	
Description	TOTAL PROJECT
Task 1: PROJECT MANAGEMENT, MEETINGS, AND COORDINATION	\$ 31,518.00
Task 2: ARCGIS ONLINE CONFIGURATION	\$ 40,800.00
Task 3: DATA COLLECTION AND REVIEW	\$ 39,882.00
Task 4: DATA ANALYSIS AND REFINEMENT	\$ 49,357.80
Task 5: INITIAL SERVICE LINE INVENTORY REPORT	\$ 41,238.60
Task 6: PUBLIC NOTIFICATION ASSISTANCE	\$ 43,712.10
Task 7: FIELD VERIFICATIONS (\$10,500 MOB, \$160 HAND TOOLS, \$558 VAC EXCAVATION)	Not Included
LEAD SERVICE LINE REPLACEMENT PROGRAM	\$ 51,867.00
<i>TOTAL ENGINEERING FEES</i>	\$ 298,375.50

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Consideration re Additional Funding for Tra Thomas Park.

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS: Scope and Cost, Tra Thomas Park Summary of Pay Items, Parking and Sidewalk Design and Cost

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

Park improvements for Tra Thomas Park were approved with CDBG funding for \$130,000. The scope of the project that CDBG funds were approved for consisted of sidewalk and parking improvements, a new swing set, basketball court renovations, and four benches. Additionally, in the scope of the project, staff is suggesting that the restrooms be renovated, paint all pavilions, renovate the horseshoe pits, new signage, and the renovation of the retention wall for the basketball courts, as well as some other incidental improvements. The total cost estimate, including the above listed CDBG approved items, is \$291,500. The projected cost of the sidewalk and parking improvements is \$200,000. That, in itself, exceeds the CDBG funds. To complete the scope of the project, of which the renovation of the park is needed, an additional \$161,500 in funds are required. Funds are available in Capital Reserve.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

An additional \$161,500 of funds is being requested to complete the scope of the project. The funds are available in Capital Reserves in the General Fund.

RECOMMENDATION:

Staff is recommending that Commission approve the additional funds for the project, of which the CDBG funds did not cover.

BACKGROUND/DISCUSSION:

N/A

Tra Thomas Park Renovations

Scope:

Basketball Court:

1. Add 4 inch cap to existing court as court is cracked beyond patching
 - a. \$58,500
2. Paint and stripe finished court (in house labor)
 - a. \$1,000
3. Replace poles and backboards (total of 4)
 - a. \$15,000

Replace swing set:

1. \$5,000

Replace 4 benches

1. \$2,000

In House improvements:

1. Paint 2 pavilions
2. Paint interior and exterior of Restrooms
3. Replace sinks, toilets and partitions in Rest rooms
4. Install drain gutters on restrooms
5. Renovate horse shoe pit to include new pit forms and new clay
6. New signage
7. New water fountain
8. Renovate retention wall next to Basketball Courts

a. \$10,000

Sidewalk, drainage and parking improvements

a. \$200,000

CDBG funds:

a. \$130,000

Total Estimate:

a. \$291,500

SUMMARY OF PAY ITEMS - BASE BID			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
102-99	PORTABLE CHANGEABLE MESSAGE SIGN (TEMPORARY)	ED	30
104-10-3	SEDIMENT BARRIER	LF	454
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1
104-18	INLET PROTECTION SYSTEM	EA	1
110-1-1	CLEARING & GRUBBING	LS	1
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	336
120-1	REGULAR EXCAVATION	LS	1
160-4	TYPE B STABILIZATION (8")	SY	10
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, 2", PG 76-22	TN	2
520-2-4	CONCRETE CURB, TYPE D	LF	652
520-3	CONCRETE VALLEY GUTTER	LF	22
522-1	CONCRETE SIDEWALK 4" THICK	SY	93
522-2	CONCRETE SIDEWALK & DRIVEWAY 6" THICK	SY	684
527-2	DETECTABLE WARNING (PREFORMED THERMOPLASTIC)	SF	27
542-70	CONCRETE BUMPER GUARD FOR PARKING LOT	EA	15
570-1-2	PERFORMANCE TURF, SOD	SY	817
700-1-50	SINGLE POST SIGN, RELOCATE	AS	1
710-90	PAINTED PAVEMENT MARKING, STANDARD WHITE, SOLID, 6"	LF	228
711-11-123	THERMOPLASTIC, STANDARD WHITE, SOLID, 12" FOR CROSSWALK	LF	151
	GRAND TOTAL		

PRICE	TOTAL PRICE
\$33,000.00	\$33,000.00
\$60,000.00	\$60,000.00
\$5,000.00	\$150,000.00
\$1.00	\$454.00
\$5,000.00	\$5,000.00
\$120.00	\$120.00
\$20,000.00	\$20,000.00
\$10.00	\$3,360.00
\$16,000.00	\$16,000.00
\$8.00	\$80.00
\$350.00	\$700.00
\$30.00	\$19,560.00
\$40.00	\$880.00
\$50.00	\$4,650.00
\$65.00	\$44,460.00
\$35.00	\$945.00
\$80.00	\$1,200.00
\$4.00	\$3,268.00
\$100.00	\$100.00
\$2.00	\$456.00
\$15.00	\$2,265.00
	\$366,498.00

PAY ITEM NOTES

- 101-1 INCLUDES THE COST FOR CONTRACTOR QUALITY CONTRC FOR ANY OF THE FOLLOWING THAT ARE NECESSARY TO C CONSTRUCTION OF THIS PROJECT: ASPHALT, CONCRETE E INCLUDES THE COST OF CAPPING AND REPAIR OF ANY EXI SYSTEM LOCATED WITHIN THE R/W. INCLUDES THE COST DRAINAGE DURING CONSTRUCTION TO ELIMINATE ANY F
- 102-1 INCLUDES ALL ITEMS AND LABOR NECESSARY FOR THE IM JOBSITE OF CONSTRUCTION DEBRIS BEFORE LEAVING THE FOLLOWING CONSTRUCTION, THE CONTRACTOR SHALL TI NO TREES ARE TO BE REMOVED WITHOUT APPROVAL FRC
- 522-1 INCLUDES COST OF WATER VALVE ADJUSTMENTS AND OT AND/OR UTILITY COORDINATION DUE TO SIDEWALK AND
- 522-2

DL (CQC) TESTING
COMPLETE THE
EARTHWORK.
EXISTING IRRIGATION
OF TEMPORARY

FLOODING OF PRIVATE

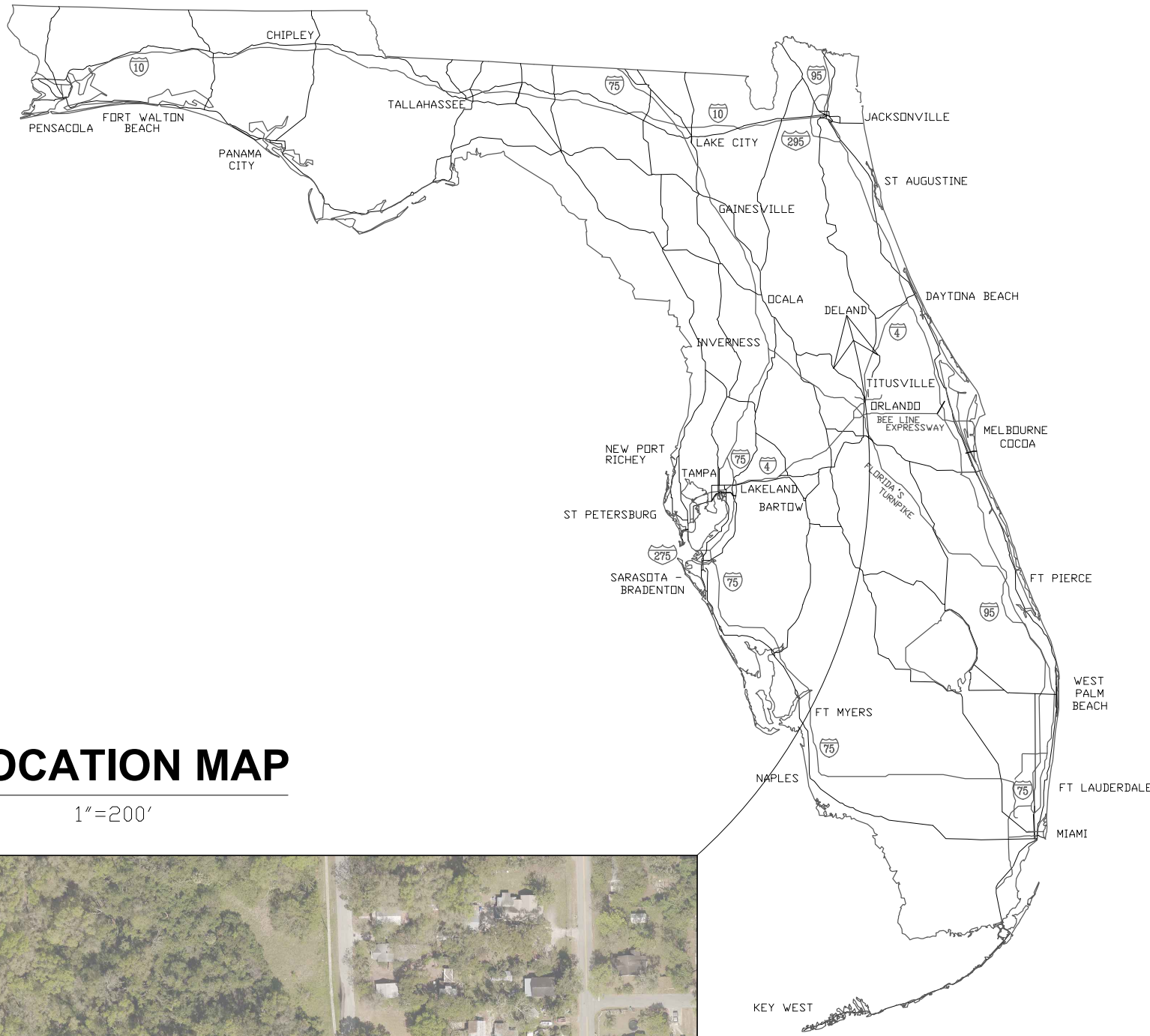
IMPLEMENTATION OF THE
E PROJECT SITE EACH DAY.
THOROUGHLY CLEAN AND

OM CITY ENGINEER.

OTHER UTILITY ADJUSTMENTS
DRIVEWAY RE-CONSTRUCTION.

CONSTRUCTION PLANS
for
TRA THOMAS PARK IMPROVEMENTS

DeLAND, FLORIDA

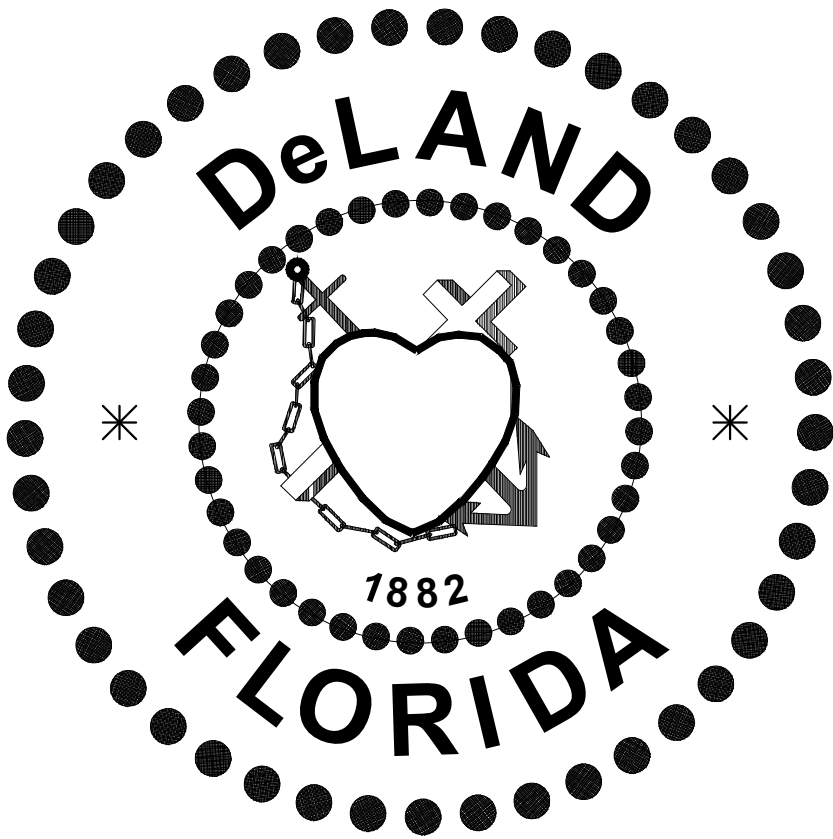


LOCATION MAP

1"=200'



SITE



Index of Construction Plans

Sheet No.	Description
1 of 11	Cover Sheet
2 of 11	General Notes
3 of 11	Summary of Pay Items
4 of 11	Existing Conditions & Demolition Plan (1)
5 of 11	Existing Conditions & Demolition Plan (2)
6 of 11	Site Plan (1)
7 of 11	Site Plan (2)
8 of 11	Grading & Drainage Plan (1)
9 of 11	Grading & Drainage Plan (2)
10 of 11	Site Details
11 of 11	Temporary Traffic Control

PREPARED BY:

CITY of DeLAND, FLORIDA
ENGINEERING DEPARTMENT

1102 S. GARFIELD AVENUE, DeLAND, FLORIDA 32724

Tel: (386) 626-7196
Fax: (386) 736-5366

GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2022-2023 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND APPLICABLE INTERIM REVISIONS (IRs).
STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND ASSOCIATED IRs ARE AVAILABLE AT THE FOLLOWING WEBSITE:
<https://www.fdot.gov/design/standardplans/>

GOVERNING STANDARD SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, JULY 2022 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AT THE FOLLOWING WEBSITE:
<https://www.fdot.gov/programmanagement/implemented/specbooks/>

SEC. 16, T. 17, R. 30 E.

				 City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366
NO. REVISIONS		BY	DATE	COVER SHEET TRA THOMAS PARK IMPROVEMENTS
APPROVED BY:		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		DATE: 11/16/23 SCALE: N/A DRAWN BY: S.C.
RAYMOND BAHRAMI, P.E., CITY ENGINEER FL. LIC. PROF. ENGINEER No. 65552				PROJECT NO. 23-09 DRAWING NO. Sheet 1 of 11

NOTE: CONTRACTOR TO REVIEW AND COMPLY WITH ALL GENERAL NOTES THAT APPLY TO THIS PROJECT. CONTRACTOR SHALL VERIFY ANY NOTES IN QUESTION WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION.

GENERAL, REGULATORY, AND PERMITTING NOTES:

- THESE GENERAL NOTES APPLY TO ALL WORK IN THIS SET OF DRAWINGS, INCLUDING APPENDICES AND REVISIONS.
- THE CONTRACTOR SHALL INSURE THAT ALL REQUIRED PERMITS ARE IN HAND AT THE JOB SITE BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL SATISFY AND ADHERE TO ALL APPLICABLE REQUIREMENTS AND SPECIAL CONDITIONS STATED WITHIN SAID PERMITS REGARDING THE WORK AND MAINTENANCE OF IMPROVEMENTS PRIOR TO ACCEPTANCE BY THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION REQUIREMENTS AND SCHEDULES AND FOR SIGNING FOR SAID INSPECTIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL PUBLIC AND PRIVATE PROPERTY, AND SHALL USE EVERY MEANS OF PROTECTION NECESSARY TO PREVENT DAMAGE THERETO. IF ANY DIRECT OR INDIRECT DAMAGE IS DONE TO PUBLIC OR PRIVATE PROPERTY BY OR ON ACCOUNT OF ANY ACT, OMISSION, NEGLECT, OR MISCONDUCT IN THE EXECUTION OF THE WORK ON THE PART OF THE CONTRACTOR, OR HIS SUBCONTRACTORS, SUCH PROPERTY SHALL BE RESTORED BY THE CONTRACTOR AT HIS EXPENSE, TO A CONDITION SIMILAR OR EQUAL TO OR BETTER THAN PRIOR TO CONSTRUCTION.
- AS-BUILT DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE CITY ENGINEERING OFFICE UPON COMPLETION OF THE WORK. THE AS-BUILT DRAWINGS SHALL CLEARLY INDICATE HORIZONTAL AND VERTICAL MEASUREMENTS OF THE WORK AND SHALL BE CERTIFIED BY A REGISTERED SURVEYOR AS BEING CORRECT. AS-BUILT DRAWINGS FROM THE CONTRACTOR LABELED, "BUILT TO PLANS", WILL NOT BE ACCEPTED. THE ENGINEER WILL PROVIDE NO CERTIFICATION OF COMPLETION WITHOUT HAVING FIRST BEEN ALLOTTED SUFFICIENT TIME TO REVIEW THE AS-BUILT DRAWINGS AND MAKE A DETERMINATION OF SUFFICIENCY. BOTH ORIGINAL DESIGN AND REVISED OR MODIFIED DATA, AS APPLICABLE MUST BE CLEARLY SHOWN. THE AS-BUILT DRAWINGS MUST BE CLEARLY LABELED AS "AS-BUILT" OR "RECORD" DRAWING(S). THE FOLLOWING INFORMATION, AT A MINIMUM, SHALL BE CERTIFIED ON THE AS-BUILT DRAWING(S):

PAVING AND DRAINAGE SYSTEM

- DIMENSIONS AND ELEVATIONS ON ALL DISCHARGE STRUCTURES, INCLUDING ALL WEIRS, SLOTS, GATES, ORFICES, MITERED END SECTIONS, PIPES AND SKIMMERS.
 - LOCATIONS, DIMENSIONS, AND ELEVATIONS OF ALL FILTER, EXFILTRATION, OR UNDERDRAIN SYSTEMS; INCLUDING CLEANOUTS, PIPES, CONNECTIONS TO CONTROL STRUCTURES, AND POINTS OF DISCHARGE INTO RECEIVING WATERS.
 - DIMENSIONS, ELEVATIONS, CONTOUR VERIFICATION OR CROSS-SECTIONS OF ALL STORM WATER TREATMENT POND STORAGE AREAS; SUFFICIENT TO ALLOW THE ENGINEER TO ASSESS STORAGE VOLUME RELATIONSHIPS BETWEEN THE POND BOTTOM, WATER CONTROL ELEVATIONS, AND THE TOP OF BANK.
 - ALL EXISTING WATER SURFACE ELEVATIONS AND THE DATE DETERMINED.
 - LOCATION, INVERT ELEVATIONS, AND SIZE OF PIPES, LOCATION OF MANHOLES AND INLETS INCLUDING RIM/GRADE AND BOTTOM ELEVATIONS.
 - SUFFICIENT FINISH GRADE SPOT ELEVATIONS TO ENABLE THE ENGINEER TO ASSESS SURFACE SLOPES AND TO VERIFY DRAINAGE PATTERNS.
 - ELEVATION AND LOCATION OF BENCHMARK(S) USED FOR THE SURVEY.
 - COMPLETE "LEGEND" CLEARLY INDICATING EXISTING/PROPOSED SYMBOLS
 - MINIMUM TECHNICAL STANDARDS
- THE CONTRACTOR SHALL EXAMINE THE SITE FOR ALL CONDITIONS WHICH MAY AFFECT HIS WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCOVERING, LOCATING, AND IDENTIFYING EXISTING UTILITIES, DRAINAGE STRUCTURES OR PHYSICAL STRUCTURES WITHIN THE LIMITS OF WORK. THE CITY ASSUMES NO RESPONSIBILITY FOR SUBSURFACE CONDITIONS OR FOR THE CONTRACTOR'S FAILURE TO LOCATE, IDENTIFY, AND PROTECT EXISTING FACILITIES ABOVE AND BELOW GROUND
 - THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS FOUND BETWEEN THE DRAWINGS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION IN THE AREA IMPACTED BY THE APPARENT DISCREPANCY OR CONFLICT.
 - ALL WORK AND MATERIALS FURNISHED SHALL BE IN REASONABLE CONFORMITY WITH THE LINES, GRADES, PROFILES, CROSS-SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS SPECIFIED BY THE CONTRACT, DRAWINGS, SPECIFICATIONS OR STANDARDS OF THE REVIEWING, INSPECTING, OR GOVERNING REGULATORY ENTITY.
 - CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA), AS REQUIRED. ANY ADDITIONAL COSTS FOR COMPLYING WITH THE "FLORIDA TRENCH SAFETY ACT" SHALL BE INCLUDED IN HIS PROPOSED PRICE FOR DOING THE WORK AND NO FURTHER CHARGES SHALL BE MADE AGAINST THE OWNER.
 - FLORIDA LAW (553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC OR PRIVATE STREETS, ALLEYS, RIGHTS-OF-WAY, OR UTILITY EASEMENTS WITH HAND TOOLS OR POWER EQUIPMENT MUST FIRST OBTAIN INFORMATION ON THE LOCATION OF UNDERGROUND GAS PIPELINES. THIS INCLUDES ANY OPERATION WHICH MOVES OR REMOVES ANY STRUCTURE, EARTH, ROCK, OR OTHER MASS MATERIAL BY SUCH METHODS AS DIGGING, BACKFILLING, DEMOLITION, GRADING, DITCHING, DRILLING, BORING AND CABLE PLOWING. THE EXCAVATOR MUST NOTIFY ALL UTILITIES A MINIMUM OF 48 HOURS AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATING (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS).
 - THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO CONTROL EROSION AND SEDIMENT RUNOFF FROM THE SITE THROUGHOUT THE CONTRACT PERIOD. SUCH METHODS SHALL BE IN ACCORDANCE WITH THE CURRENT CITY OF DELAND STANDARDS.
 - WORK REQUIRED, BUT NOT SPECIFIED BY THE PLANS OR CONTRACT DOCUMENTS, SHALL BE IN ACCORDANCE WITH THE STANDARDS SPECIFIED BY CITY OF DELAND, FLORIDA, "LAND DEVELOPMENT REGULATIONS" (LATEST EDITION).
 - ALL RECOMMENDATIONS AND REQUIREMENTS MADE TO THE CONTRACTOR BY INSPECTION PERSONNEL, OTHER THAN THE CITY OF DELAND SHALL BE REPORTED TO THE CITY ENGINEER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY THE CITY ENGINEER
 - ALL WORK SHALL BE OPEN TO AND SUBJECT TO INSPECTION BY AUTHORIZED PERSONNEL (HAVING JURISDICTION WHEREIN THE PROJECT HAS BEEN APPROVED) SUCH AS: COUNTY, INVOLVED UTILITY, REGULATORY AGENCY, CITY ENGINEER AND/OR HIS REPRESENTATIVES.

GEOTECHNICAL AND TESTING NOTES:

- THE CONTRACTOR SHALL ENSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR THE PLACEMENT OF ALL STRUCTURES, OR COMPACTED EARTH. SOIL TESTING SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH THE CONSULTANT FOR SCHEDULING ALL TESTING PRIOR TO CONSTRUCTION WORK. THE CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE FOR TESTING WORK IN ADVANCE OF CONSTRUCTION.
- A GEOTECHNICAL ENGINEER WILL BE PROVIDED BY THE CONTRACTOR TO: MAKE DETERMINATIONS ON THE SUITABILITY OF MATERIAL ACQUIRED FROM EXCAVATIONS OR BORROW OPERATIONS; AND TO DETERMINE FILL SUITABILITY AND CONTROL FOR EMBANKMENT OPERATIONS OR, THE STOCKPILING OF SURPLUS SOIL. THE CONTRACTOR WILL COOPERATE WITH THE GEOTECHNICAL ENGINEER AS REQUIRED TO DO THE WORK.

GEOMETRY AND SURVEY NOTES:

- ALL PAVEMENT DIMENSIONS SHOWN ARE TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
- ALL INLET AND MANHOLE OFFSET DISTANCES SHOWN ARE MEASURED TO THE CENTERLINE OF THE STRUCTURE.
- PUBLIC LAND CORNERS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED OR DISTURBED, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER WITHOUT DELAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION. DISTURBED MONUMENTATION SHALL BE RESTORED BY A FLORIDA LICENSED SURVEYOR SELECTED BY THE CITY AT THE CONTRACTOR'S EXPENSE.
- BENCHMARKS AND/OR TBMS FOR CONSTRUCTION LAYOUT WILL BE PROVIDED BY A PROFESSIONAL LAND SURVEYOR, IN ACCORDANCE WITH THE TERMS AND CONDITIONS ESTABLISHED BY THE CONTRACT DOCUMENTS.

MAINTENANCE OF TRAFFIC AND SIGNAGE & STRIPING NOTES:

- MAINTENANCE OF TRAFFIC: ACCESS FOR LOCAL TRAFFIC SHALL BE MAINTAINED IN THOSE AREAS OF PUBLIC RIGHT-OF-WAY ENCUMBERED BY THE WORK. IF DURING CONSTRUCTION, ACCESS FOR LOCAL TRAFFIC MUST BE TEMPORARILY CHANGED, THE CONTRACTOR SHALL OBTAIN THE PROPER AUTHORIZATION FROM THE ENGINEER OF THE GOVERNING POLITICAL ENTITY TO ALTER ACCESS AND SHALL NOTIFY THE CITY ENGINEER A MINIMUM OF THREE (3) WORKING DAYS IN ADVANCE.
- PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL BARRICADES, WARNING SIGNS, AND MARKINGS FOR HAZARDS AND THE CONTROL OF TRAFFIC, IN REASONABLE CONFORMITY WITH THE U.S. DEPARTMENT OF TRANSPORTATION, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, OR AS DIRECTED BY THE CITY ENGINEER, SUCH AS TO EFFECTIVELY PREVENT ACCIDENTS IN ALL PLACES WHERE THE WORK CAUSES OBSTRUCTION TO THE NORMAL TRAFFIC OR CONSTITUTES IN ANY WAY A HAZARD TO THE PUBLIC. WHEN A MAINTENANCE OF TRAFFIC PLAN IS REQUIRED, THE CONTRACTOR SHALL PREPARE AND SUBMIT THE PLAN FOR APPROVAL PRIOR TO MOBILIZATION.
- ALL SIGNAGE, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH FDOT, "ROADWAY AND TRAFFIC DESIGN STANDARDS", AND FHWA, "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
- IN ACCORDANCE WITH "ACCESSIBILITY REQUIREMENTS MANUAL", FLORIDA BOARD OF BUILDING CODES AND STANDARDS, DEPARTMENT OF COMMUNITY AFFAIRS, ALL HANDICAP PARKING SPACES SHALL BE DESIGNATED BY APPROPRIATE PAVEMENT MARKINGS AND SIGN.
- BLUE REFLECTIVE PAVEMENT MARKERS (RPM'S) SHALL BE PLACED, OPPOSITE FIRE HYDRANTS IN THE CENTER OF THE NEAREST TRAVELED LANE, TO MARK THEIR LOCATION.
- REGULATORY SIGNS SHALL BE IN PLACE PRIOR TO FINAL INSPECTION OF PAVING AND/OR BEFORE OPENING ACCESS TO THE PUBLIC INTO AREAS OF COMPLETED WORK.

PAVING AND DRAINAGE NOTES:

- SLOT DRAINS SHALL HAVE TRAFFIC BEARING FRAMES AND COVERS, OR GRATES MEETING HS-20 LOADING REQUIREMENTS, UNLESS OTHERWISE SPECIFIED WITHIN THE PLANS.
- ALL PIPE JOINT CONNECTIONS SHALL BE WRAPPED WITH A FILTER FABRIC MATERIAL IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS.
- A STORMWATER POLLUTION PREVENTION PLAN IS REQUIRED FOR PROJECTS THAT EXCEED (5) ACRES. THE CONTRACTOR WILL BE RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH EPA'S NPDES REGULATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A NOTICE OF INTENT (NOI) TO FDEP FORTY- EIGHT (48) HOURS PRIOR TO COMMENCING CONSTRUCTION.
- ALL CONCRETE CURBS, SIDEWALKS, INLET TOPS, ETC., SHALL HAVE A MINIMUM 28-DAY CURING USING 3,000 PSI COMPRESSIVE STRENGTH UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL NOT COMPACT, STABILIZE, OR CONSTRUCT BASE COURSE WITHIN LANDSCAPE ISLANDS OR MEDIANS. WHERE SUCH TREATMENT DOES OCCUR, IT SHALL BE REMOVED AND REPLACED WITH SUITABLE PLANTING SOILS ACCEPTABLE TO THE CITY FORESTER, AND AT NO EXTRA CHARGE TO THE CONTRACT.
- ENGINEER RESERVES THE RIGHT TO WITHHOLD AUTHORIZATION OF PAYMENT FOR ANY ROADWORK, INCLUDING PARKING AREAS, WHICH HAS NOT BEEN TESTED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF FLORIDA, AND REPORTED TO CONFORM TO PROJECT SPECIFICATIONS, AND/OR OTHER TECHNICAL/CONTRACTUAL CORRECT REASONS AS DETERMINED BY THE OFFICE OF THE CITY OF DELAND'S CITY ENGINEER.

EARTHWORK NOTES:

- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL IDENTIFY AND CLEARLY MARK ALL TREES WHICH HAVE BEEN SCHEDULED TO BE SAVED. IN THOSE AREAS WHERE PORTIONS OF TREES (WHETHER MARKED OR NOT), INCLUDING LIMBS AND ROOTS, MAY BECOME DAMAGED DUE TO THEIR PROXIMITY TO THE PROPOSED LAYOUT DESIGN, THE CONTRACTOR SHALL PROTECT SUCH VEGETATION AND IMMEDIATELY REQUEST AN OPINION OF THE CITY ENGINEER & CITY FORESTER REGARDING POSSIBLE MEANS OF SAVING SAID VEGETATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SLOPES, EXCAVATIONS AND EMBANKMENTS. THE CONTRACTOR SHALL RESTORE ANY DAMAGED AREAS CAUSED BY EROSION, CONTRACTOR ACTIVITIES, OR LACK OF MAINTENANCE, UNTIL THE PROJECT IS ACCEPTED BY THE CITY OF DELAND.
- THE CONTRACTOR SHALL EXAMINE THE SITE, REVIEW THE PLANS AND SOILS REPORT, AND INDEPENDENTLY DETERMINE THE VOLUME OF EXCAVATION, ANY REMOVAL OF STRATUM 7 (ORGANIC PEAT/MUCK) MATERIAL, AND AMOUNT OF FILL AND/OR BACKFILL REQUIRED TO PERFORM THE WORK.
- ALL FILL PLACED WITHIN PROPOSED ROAD RIGHT-OF-WAYS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 96% OF MAXIMUM DENSITY VALUE AS DETERMINED BY AASHTO T-150 (MODIFIED). ALL STRUCTURAL FILL PLACED BEYOND PROPOSED ROAD RIGHT-OF-WAYS SHALL BE PLACED IN LEVEL LIFTS NOT TO EXCEED 12 INCHES IN UNCOMPACTED THICKNESS. EACH LIFT SHALL BE COMPACTED TO A MIN. DENSITY OF 95 PERCENT MODIFIED PROCTOR MAXIMUM DRY DENSITY VALUE AS DETERMINED BY (A.S.T.M. D-1557). THE FILLING AND COMPACTION OPERATIONS SHOULD CONTINUE IN LEVEL LIFTS UNTIL THE DESIRED ELEVATION(S) IS ACHIEVED.
- IN ALL AREAS WHICH REQUIRE FILL MATERIAL, THE CONTRACTOR SHALL STRIP OR OTHERWISE REMOVE ALL VEGETATION AND OTHER DELETEREOUS MATERIAL PRIOR TO COMMENCEMENT.
- UNLESS OTHERWISE DIRECTED BY THE GEOTECHNICAL ENGINEER AND PRIOR TO THE PLACEMENT OF FILL, THE AREA TO BE FILLED WILL BE PROOF ROLLED UNDER THE SUPERVISION OF THE GEOTECHNICAL ENGINEER. ANY AREA SHOWING SIGNS OF PUMPING, WEAVING OR OTHER FORMS OF INSTABILITY SHALL BE SELECTIVELY REMOVED AND REPLACED WITH COMPACTED SELECT FILL, IMMEDIATELY PRIOR TO THE PLACING OF FILL MATERIALS. THE ENTIRE AREA UPON WHICH FILL IS TO BE PLACED WILL BE SCARIFIED IN A DIRECTION APPROXIMATELY PARALLEL TO THE AXIS OF FILL.
- EMBANKMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL HAVE THE GEOTECHNICAL ENGINEER CERTIFY THAT THE PORTION OF EMBANKMENT DESIGNED TO DAM, INHIBIT, OR IN OTHER WORDS HOLD BACK A VOLUME OF WATER DURING A STORM EVENT, IS CONSTRUCTED AS BEING HIGHLY IMPERVIOUS AND THAT A STABILITY ANALYSIS REFLECTS A MINIMUM SAFETY FACTOR OF TWO (2) WHEN THE WATER ELEVATION IS AT DESIGN HIGH WATER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING ALL LINES AND GRADES TOGETHER WITH ALL REFERENCE POINTS AS REQUIRED FOR ALL WORK UNDER THIS CONTRACT. ALL REQUIRED LAYOUT SHALL BE DONE USING COMPETENT PEOPLE AND EXPERIENCED PERSONNEL UNDER THE SUPERVISION OF A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA. THE CONTRACTOR SHALL PROVIDE ALL LABOR, INSTRUMENTS, STAKES, TEMPLATES, AND OTHER MATERIALS NECESSARY FOR MAKING AND MAINTAINING ALL LINES AND GRADES.
- THE CONTRACTOR IS REQUIRED TO REVIEW THE PROJECT PLANS AND CONSULT WITH THE GEOTECHNICAL ENGINEER IN QUALIFYING SOIL SUITABILITY, MANAGING THE EXCAVATION, STAGING, MIXING, PLACEMENT, AND COMPACTION OF SOILS MATERIALS.
- PRIOR TO CLEARING AND GRUBBING, THE LIMITS OF WETLANDS, BUFFERS AND/OR MITIGATION AREAS SHALL BE CLEARLY MARKED TO PROTECT THESE AREAS FROM ENCRoACHMENT FROM CONSTRUCTION ACTIVITIES. ABSOLUTELY NO WORK WILL BE ALLOWED WITHIN ANY CONSERVATION AREA, BUFFER AREA, MITIGATION AREA, OR DESIGNATED WETLAND UNLESS SO SPECIFICALLY DESCRIBED IN THE PLANS AND GRANTED BY REASON OF PERMIT FROM THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE SAID AREA.
- THE CONTRACTOR SHALL INSURE THAT PROPER DENSITIES ARE ACHIEVED FOR THE SUPPORT OF ANY STRUCTURE, PHYSICAL OR EARTHEN, AS DESCRIBED BY THESE PLANS; SUCH AS PRECAST STRUCTURES, EARTHEN BERMS, ROADWAYS, ENDWALLS, FOOTINGS, BASE SUPPORTS, ETC. IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO CONSTRUCTION.
- ALL SOIL STRIPPIINGS, DELETERIOUS AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE UNLESS SPECIFIED ELSEWHERE IN THE PLANS. MATERIAL TO BE SELECTIVELY DISPOSED, IN NO CASE WILL BURIAL OF DISPOSABLE MATERIAL BE ALLOWED WITHIN, RIGHT-OF-WAYS, EASEMENTS, DRIVEWAYS, PARKING, AREAS, BUILDING PADS, OR POND BERMS. CLEARING AND GRUBBING SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARDS OF THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER THE PROJECT SITE.
- SEEDING, MULCHING AND SODDING SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ALL CONSTRUCTED SIDE SLOPES SHALL BE GRASSED BY THE CONTRACTOR ACCORDING TO THE CONTRACT. ALL DISTURBED AREAS OUTSIDE THE EXCAVATION OR FILL LIMITS WILL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THEIR CONDITION PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF ALL HIS EXCAVATIONS AND EMBANKMENTS AND SHALL REPLACE ANY PORTION, WHICH IN THE OPINION OF THE ENGINEER, HAS BECOME DISPLACED DUE TO EROSION OR DUE TO CARELESSNESS OR NEGLIGENCE ON THE PART OF THE CONTRACTOR.
- THE CONTRACTOR SHALL EXAMINE THE SITE, REVIEW THE PLANS, AND INDEPENDENTLY DETERMINE THE VOLUME OF EXCAVATION OR EMBANKMENT REQUIRED TO PERFORM THE WORK.
- THE CONTRACTOR SHALL COMPLY WITH ALL LEGAL LOAD RESTRICTIONS WHEN HAULING MATERIALS OR EQUIPMENT BEYOND THE LIMITS OF THE WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY FOR DAMAGE OR INJURY WHICH MAY RESULT FROM MOVING EQUIPMENT OR MATERIAL.

UTILITIES NOTES:

- THE LOCATIONS OF ALL EXISTING UTILITIES, STORM DRAINAGE FACILITIES, AND STRUCTURAL FEATURES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE CITY OF DELAND ASSUMES NO RESPONSIBILITY FOR ANY INACCURACY OR ANY INCOMPLETENESS OF THE INFORMATION PROVIDED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE ARRANGEMENTS FOR ALL FIELD LOCATES. ANY SITE CONDITIONS DIFFERING FROM THOSE WHICH ARE REPRESENTED HEREIN, WHETHER ABOVE OR BELOW THE GROUND SURFACE SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CITY ENGINEER (IN WRITING). NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR WILL BE ALLOWED DUE TO DIFFERING SITE CONDITIONS IF THE CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS FOR REVIEW BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ARRANGEMENTS WITH THE APPROPRIATE UTILITY OWNER(S) IN A TIMELY FASHION TO MINIMIZE IMPACTS TO CONSTRUCTION SCHEDULING AND SERVICE RESPONSE TIME. HE SHALL NOTIFY THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANY DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- THE CONTRACTOR SHALL LOCATE AND VERIFY THE DEPTHS AND LOCATIONS OF ALL EXISTING UTILITIES WITHIN THE LIMITS OF WORK, PRIOR TO ORDERING ANY STRUCTURES.
- WATER SERVICE FOR THIS PROJECT IS BEING PROVIDED BY CITY OF DELAND PUBLIC UTILITIES DEPARTMENT. THE STANDARDS AND SPECIFICATIONS FOR MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THOSE STANDARDS AND DETAILS ESTABLISHED BY THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.
- FIRE PROTECTION SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF DELAND STANDARDS AND SPECIFICATIONS
- WHERE POTABLE WATER AND SANITARY SEWER MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE, THE SEWER MAIN SHALL BE TWENTY (20) FEET OF EITHER DUCTILE IRON PIPE, CONCRETE ENCASED P.V.C. PIPE OR PLACED IN A WATERTIGHT ENCASEMENT PIPE; CENTERED ON THE POINT OF CROSSING. A MINIMUM HORIZONTAL SEPARATION OF TEN (10) FEET (EDGE TO EDGE) BETWEEN THE POTABLE WATER MAINS AND THE SEWAGE MAINS SHALL BE MAINTAINED WHEN PRACTICAL. WHEN THE APPROPRIATE HORIZONTAL SEPARATION CANNOT BE MAINTAINED THE SEWAGE MAIN SHALL BE EITHER DUCTILE IRON PIPE, CONCRETE ENCASED VITRIFIED CLAY PIPE, CONCRETE ENCASED P.V.C. PIPE OR PLACED IN A WATERTIGHT ENCASEMENT PIPE.
- IN THE EVENT THAT THE POTABLE WATER SYSTEM IS CONTAMINATED (I.E. WATER DOES NOT MEET FEDERAL AND STATE REQUIREMENTS) PRIOR TO ACCEPTANCE OF THE SYSTEM, THE CONTRACTOR SHALL BE RESPONSIBLE, UNDER THE DIRECTION OF THE CITY OR STATE AND/OR LOCAL REGULATORY AGENCY, FOR CORRECTING ANY SUCH CONTAMINATION PROBLEM (AT NO EXTRA CHARGE TO THE CITY); INCLUDING DISINFECT ION, TESTING AND OTHER CORRECTIVE ACTIONS. ALL WATER LOGICAL REPORTS SHALL BE SUBMITTED TO THE ENGINEER WITHIN SEVEN (7) WORKING DAYS FROM THE DATE THE SAMPLES WERE TAKEN. FAILURE BY THE CONTRACTOR TO SO SUPPLY SAID REPORTS TO THE ENGINEER WILL RESULT IN RETESTING AT THE CONTRACTOR'S EXPENSE.
- ALL UTILITIES SHALL HAVE A MINIMUM OF THIRTY-SIX (36) INCHES OF COVER.
- WATER LINES AND SERVICES ARE SHOWN SCHEMATICALLY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT THE SYSTEM WITH THE NECESSARY FITTINGS, JOINTS, AND BENDS TO ALIGN THE SYSTEM IN COMPLIANCE WITH F.D.E.P. PERMIT REQUIREMENTS AND CITY OF DELAND STANDARDS.
- THE CONTRACTOR SHALL COORDINATE ALL WATER AND SEWER TEST SCHEDULING TO ALLOW FOR THE ENGINEER'S ATTENDANCE. THE CONTRACTOR SHALL ALSO PROVIDE FIVE (5) WORKING DAYS ADVANCE NOTICE TO THE ENGINEER SO THAT HE CAN MAKE THOSE ARRANGEMENTS AS MAY BE NECESSARY FOR HIS OBSERVANCE OF THE SYSTEM TEST.
- DOMESTIC WASTE WATER TREATMENT SHALL BE PROVIDED BY ONSITE SEWAGE TREATMENT SYSTEMS. PERMITS FOR DOMESTIC ONSITE TREATMENT SYSTEMS MUST BE OBTAINED FROM THE VOLUSIA COUNTY HEALTH DEPARTMENT.
- ALL SERVICES SHALL INCLUDE A 10 GAUGE (MIN.) COPPERHEAD TRACER WIRE OR EQUIVALENT WITH A COPPER SPLIT-BOLT CONNECTOR USING SCOTCH® SUPER 33+® VINYL ELECTRICAL TAPE.

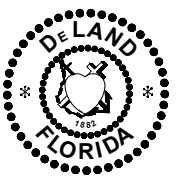
MISCELLANEOUS NOTES

- THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE, OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE, PART OF A STRUCTURE, OR APPURTENANCE WHICH IS LOCATED OUTSIDE THE LINES, GRADES, OR CONSTRUCTION LIMITS ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATION, REMOVAL, OR DISTURBANCE IS PROVIDED FOR IN THE CONTRACT, PLANS, OR SPECIFICATIONS.
- THE CONTRACTOR SHALL REMOVE ALL WASTE MATERIAL FROM THE SITE AND DISPOSE OF IN AN APPROVED MANNER. BURNING ON SITE WILL NOT BE ALLOWED.
- THE CONTRACTOR SHALL CLEARLY MARK LIMITS OF WORK PRIOR TO CLEARING SO AS TO PROTECT ADJACENT AREAS FROM CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING, AND BRACING REQUIRED TO PROTECT ADJACENT STRUCTURES AND UTILITIES, OR TO MINIMIZE TRENCH WIDTH, AS REQUIRED. SHEETING AND SHORING TO BE DESIGNED BY A STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER, RETAINED BY THE CONTRACTOR.
- APPARENT ERRORS, DISCREPANCIES OR OMISSIONS ON THE DRAWINGS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE BIDDING. NO EXTRA PAYMENT WILL BE ALLOWED FOR ANY WORK REQUIRED DUE TO MISUNDERSTANDING OF JOB OR SITE CONDITIONS AFFECTING THE WORK DESCRIBED IN THE SPECIFICATIONS OR SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE CONTRACT DOCUMENTS. THE TENDERING OF A PROPOSAL WILL ACKNOWLEDGE ACCEPTANCE OF THESE CONDITIONS BY THE BIDDER.
- NO EXISTING MATERIAL SHALL BE USED FOR NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS.

EROSION CONTROL AND POLLUTION ABATEMENT NOTES:

- THE CONTRACTOR SHALL EMPLOY SUCH EROSION CONTROL METHODS IN THE PROSECUTION OF HIS WORK, AS SPECIFIED BY CONDITIONS OF PERMIT AND/OR THE STANDARDS ESTABLISHED BY THE GOVERNMENTAL ENTITY HAVING APPROVED THE PLANS. THE CONTRACTOR SHALL OBTAIN A FEDERAL E.P.A., N.P.D.E.S. PERMIT (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) BEFORE COMMENCING HIS WORK.
- INSTALLATION OF SILT FENCES AND TURBIDITY BARRIERS SHALL BE IN ACCORDANCE WITH F.D.O.T., ROADWAY AND TRAFFIC DESIGN STANDARDS, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
- SILT SCREENS AND TURBIDITY BARRIERS MUST BE INSTALLED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PROPOSED WORK. SILT SCREENS AND TURBIDITY BARRIERS MUST REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. THEREAFTER THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS AFTER THE APPROVAL OF THE CITY ENGINEER.
- IF NOT SPECIFIED ELSEWHERE, SEEDING, MULCHING, AND SODDING SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, (LATEST EDITION).
- ALL PERMANENT FILL SIDE SLOPES, BERMS AND SWALES SHALL BE SODDED, AT A MINIMUM, FROM THE TOE OF SLOPE TO THE TOP OF BANK, UNLESS OTHER SURFACE TREATMENT IS PRESCRIBED IN THE PLANS OR CONTRACT DOCUMENTS. ALL OTHER GRADED AREAS NOT SCHEDULED FOR SODDING OR PAVING SHALL BE SEEDED AND MULCHED, UNLESS SCHEDULED FOR SPECIFIC LANDSCAPING. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF GRADING SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL NEWLY PLANTED GRASSES AND VEGETATION UNTIL THE WORK HAS BEEN ACCEPTED BY THE CITY FORESTER.
- THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 5 FEET OF SOD AROUND ALL DITCH BOTTOM INLETS, MANHOLES AND ENDWALLS, IN AREAS NOT SCHEDULED FOR PAVEMENT OR CONCRETE.
- STORMWATER POLLUTION PREVENTION PLAN: SEE GENERAL NOTE SW-5.
- ALL FILL EMBANKMENT AND GRADED AREAS SHALL BE PROTECTED AGAINST EROSION BY METHODS STATED IN 'SECTION 104', F.D.O.T. STANDARD SPECIFICATIONS FOR BRIDGE AND ROAD CONSTRUCTION. SIDE SLOPES MAY BE SEEDED AND MULCHED, PROVIDED THAT THE MULCH MATERIAL IS DISC HARROWED AND THE SIDE SLOPES ARE NEITHER GREATER THAN 4 HORIZONTAL TO 1 VERTICAL, NOR PART OF A DRAINAGE CONVEYANCE.

SEC. 16, T. 17, R. 30 E.

				 City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366
				GENERAL NOTES TRA THOMAS PARK IMPROVEMENTS
NO. REVISIONS		BY	DATE	DATE: 11/16/23 SCALE: N/A DRAWN BY: S.C.
APPROVED BY: RAYMOND BAHRAMI, P.E., CITY ENGINEER FL. LIC. PROF. ENGINEER No. 65552		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		
				PROJECT NO. 23-09 DRAWING NO. Sheet 2 of 11

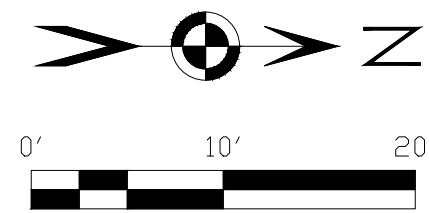
SUMMARY OF PAY ITEMS - BASE BID				
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	
			P	F
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
102-99	PORTABLE CHANGEABLE MESSAGE SIGN (TEMPORARY)	ED	30	
104-10-3	SEDIMENT BARRIER	LF	454	
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1	
104-18	INLET PROTECTION SYSTEM	EA	1	
110-1-1	CLEARING & GRUBBING	LS	1	
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	336	
120-1	REGULAR EXCAVATION	LS	1	
160-4	TYPE B STABILIZATION (8")	SY	10	
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, 2", PG 76-22	TN	2	
520-2-4	CONCRETE CURB, TYPE D	LF	652	
520-3	CONCRETE VALLEY GUTTER	LF	22	
522-1	CONCRETE SIDEWALK 4" THICK	SY	93	
522-2	CONCRETE SIDEWALK & DRIVEWAY 6" THICK	SY	684	
527-2	DETECTABLE WARNING (PREFORMED THERMOPLASTIC)	SF	27	
542-70	CONCRETE BUMPER GUARD FOR PARKING LOT	EA	15	
570-1-2	PERFORMANCE TURF, SOD	SY	817	
700-1-50	SINGLE POST SIGN, RELOCATE	AS	1	
710-90	PAINTED PAVEMENT MARKING, STANDARD WHITE, SOLID, 6"	LF	228	
711-11-123	THERMOPLASTIC, STANDARD WHITE, SOLID, 12" FOR CROSSWALK	LF	151	

PAY ITEM NOTES

101-1	INCLUDES THE COST FOR CONTRACTOR QUALITY CONTROL (CQC) TESTING FOR ANY OF THE FOLLOWING THAT ARE NECESSARY TO COMPLETE THE CONSTRUCTION OF THIS PROJECT: ASPHALT, CONCRETE, EARTHWORK. INCLUDES THE COST OF CAPPING AND REPAIR OF ANY EXISTING IRRIGATION SYSTEM LOCATED WITHIN THE PROJECT AREA. INCLUDES THE COST OF TEMPORARY DRAINAGE DURING CONSTRUCTION TO ELIMINATE ANY FLOODING OF PRIVATE PROPERTY AND TO MAINTAIN EXISTING FLOWS WITHIN THE R/W & PROPERTY. INCLUDES THE COST OF RECORDING A PRE-CONSTRUCTION VIDEO OF THE ENTIRE PROJECT AREA
102-1	INCLUDES ALL ITEMS AND LABOR NECESSARY FOR THE IMPLEMENTATION OF THE TEMPORARY TRAFFIC CONTROL PLAN PER APPLICABLE FDOT STANDARD PLANS INDICES (LATEST). INCLUDES THE COST FOR THE CONTRACTOR TO CLEAN THE JOBSITE OF CONSTRUCTION DEBRIS BEFORE LEAVING THE PROJECT SITE EACH DAY. FOLLOWING CONSTRUCTION, THE CONTRACTOR SHALL THOROUGHLY CLEAN AND SWEEP THE PROJECT TO ASSURE ALL DEBRIS HAVE BEEN REMOVED.
110-1-1	INCLUDES, BUT NOT LIMITED TO, THE REMOVAL AND DISPOSAL OF ALL OBSTRUCTIONS, VEGETATION, DEBRIS, TRIMMING OF TREES AND SHRUBS, ROOT REMOVAL, EXISTING ASPHALT PAVEMENT, BASE AND DRAINAGE STRUCTURES, SIDE DRAINS, AS REQUIRED, TO CONSTRUCT THE PROJECT. NO TREES ARE TO BE REMOVED WITHOUT APPROVAL FROM CITY ENGINEER.
522-1 AND 522-2	INCLUDES COST OF WATER VALVE ADJUSTMENTS AND OTHER UTILITY ADJUSTMENTS AND/OR UTILITY COORDINATION DUE TO SIDEWALK AND DRIVEWAY RE-CONSTRUCTION.

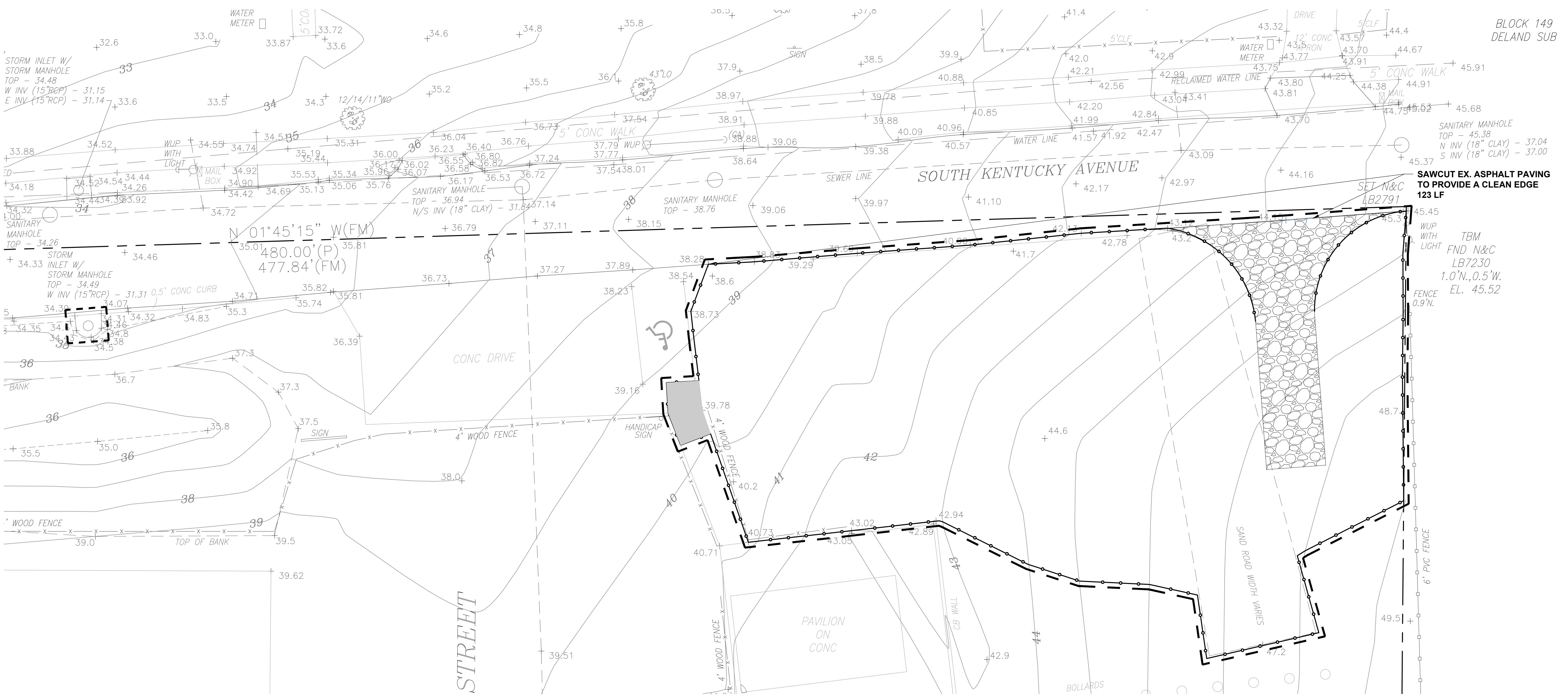
SEC. 16, T. 17, R. 30 E.

				 City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366
				SUMMARY OF PAY ITEMS TRA THOMAS PARK IMPROVEMENTS
NO. REVISIONS		BY	DATE	
APPROVED BY:		DRAWING NOT VALID UNLESS ENGINEER'S SEAL AND ORIGINAL SIGNATURE		DATE: 11/16/23
RAYMOND BAHRAMI, P.E., CITY ENGINEER FL. LIC. PROF. ENGINEER No. 65552				PROJECT NO. 23-09
				DRAWING NO.
				Sheet 3 of 11
				SCALE: N/A
				DRAWN BY: S.C.



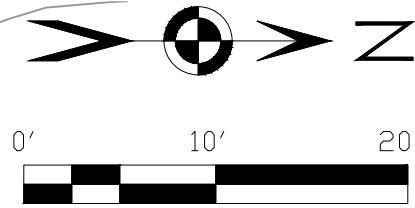
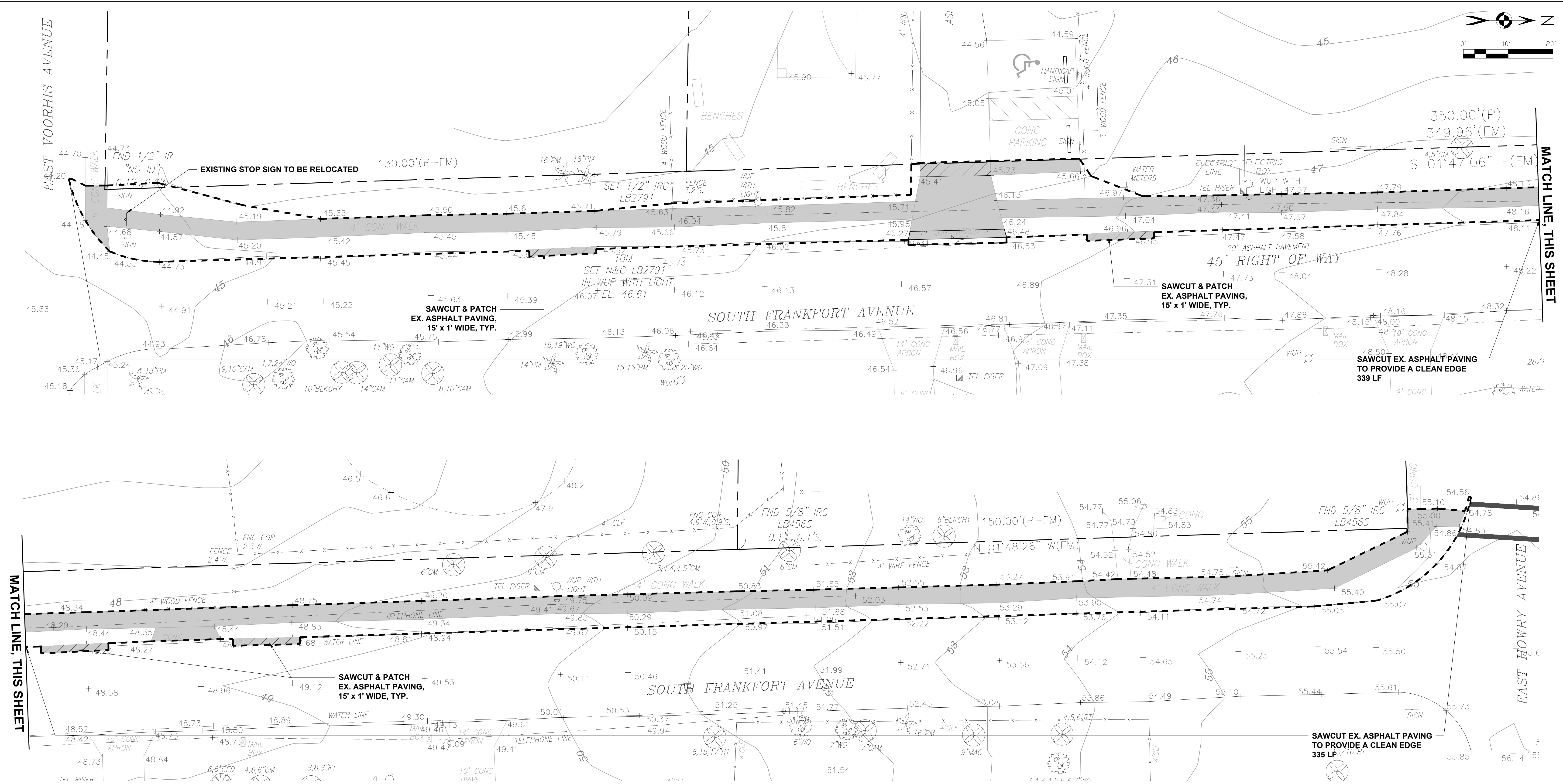
LEGEND

- PROP. SILT FENCE 454 LF
- PROP. TEMPORARY GRAVEL CONSTRUCTION ENTRANCE 1 EA
- INLET PROTECTION 1 EA
- REMOVE EX. CONCRETE PAVING 9 SY
- LIMIT OF DISTURBANCE



SEC. 16, T. 17, R. 30 E.

			City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366	
			EXISTING CONDITIONS & DEMOLITION PLAN (1) TRA THOMAS PARK IMPROVEMENTS	
NO. REVISIONS		BY	DATE	PROJECT NO. 23-09
APPROVED BY:		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		DRAWING NO.
RAYMOND BAHRAMI, P.E., CITY ENGINEER FL. LIC. PROF. ENGINEER No. 65552				Sheet 4 of 11
DATE: 11/16/23		SCALE: 1"=10'		DRAWN BY: S.C.



MATCH LINE, THIS SHEET

MATCH LINE, THIS SHEET

NOTE:
CLEAR AND LEVEL EXISTING GROUND TO
PROVIDE A SOUND SURFACE FOR 6" CONCRETE
SIDEWALK AND TYPE D CURB.

LEGEND

- REMOVE EX. CONCRETE PAVING 327 SY
- REMOVE EX. ASPHALT PAVING 16 SY
- LIMIT OF DISTURBANCE

SEC. 16, T. 17, R. 30 E.

				City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366	
				EXISTING CONDITIONS & DEMOLITION PLAN (2) TRA THOMAS PARK IMPROVEMENTS	
NO. REVISIONS		BY DATE		DATE: 11/16/23	PROJECT NO. 23-09
APPROVED BY:		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		SCALE: 1"=10'	DRAWING NO.
RAYMOND BAHRAMI, P.E., CITY ENGINEER FL. LIC. PROF. ENGINEER No. 65552				DRAWN BY: S.C.	Sheet 5 of 11

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY STANDARDS.
2. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO MAKE SURE THAT ALL NECESSARY APPROVALS AND PERMITS ARE ASCERTAINED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.
4. EROSION PROTECTION PLACED AS REQUIRED; AS DIRECTED BY THE CITY ENGINEER.
5. ALL CONCRETE SHALL BE 3,000 P.S.I. AT 28 DAYS.
6. ALL MAINTENANCE WILL BE THE RESPONSIBILITY OF THE OWNER.
7. THERE ARE NO KNOWN WILDLIFE CORRIDORS FOR FEDERALLY ENDANGERED SPECIES OR SPECIES OF SPECIAL CONCERN ON THIS SITE.
8. THERE ARE NO KNOWN PLANTS AND ANIMALS WHICH INHABIT THE SITE THAT ARE LISTED AS FEDERALLY ENDANGERED SPECIES OR SPECIES OF SPECIAL CONCERN.
9. THERE ARE NO KNOWN HISTORIC OR ARCHEOLOGICAL CHARACTERISTICS OF SPECIAL CONCERN ON THIS SITE.

LEGAL DESCRIPTION:

SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LOTS 7 TO 16 INCLUSIVE, & N 28.7 FT OF LOT 17 & W 20 FT OF S 21.3 FT OF LOT 17 & LOT 18 & W 20 FT OF LOT 19, AND THAT PORTION OF UNNAMED ROAD LYING IN BLOCK B, CORRECTED PLAT OF BLECK'S SUB OF BLOCK 150, DELAND, AS RECORDED IN MAP BOOK 14, PAGE 94, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING 2.27 ACRES, MORE OR LESS.

SITE DATA:

EXIST. ZONING: R-1
EXIST. USE: MUNICIPAL

PROJECT AREA: 15,690 S.F. (0.360 AC.)

IMPERVIOUS AREA:

PAVING: EXISTING 80 S.F. (0.002 AC.)

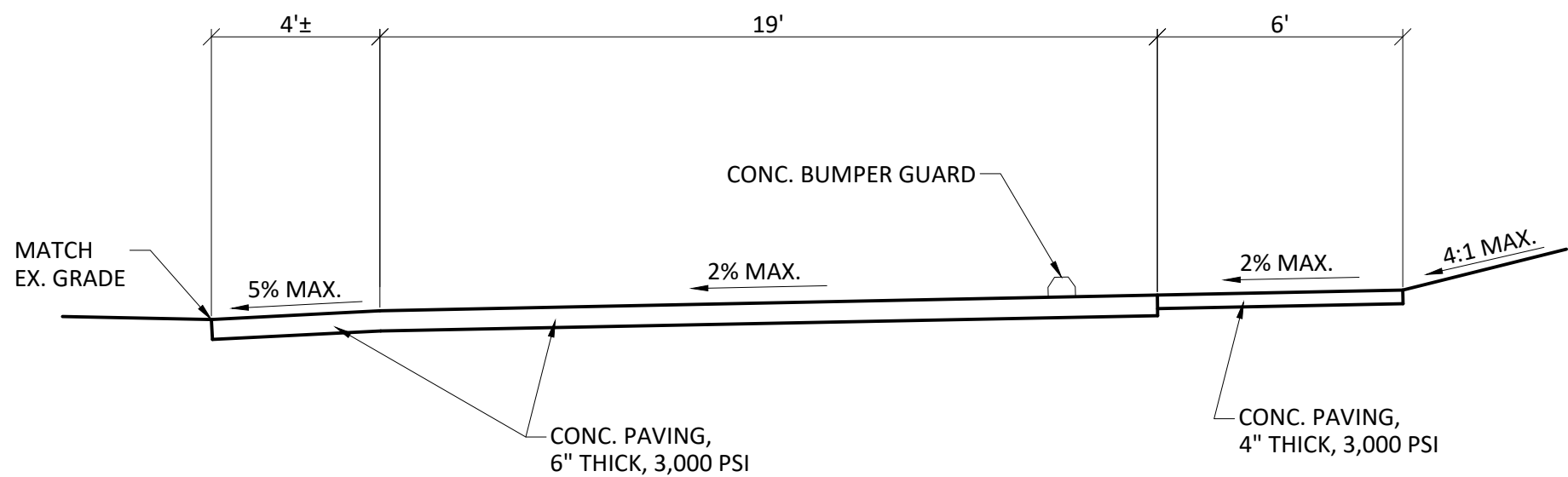
PROPOSED 3,593 S.F. (0.082 AC.)
TOTAL IMPERVIOUS AREA: EXISTING 80 S.F. (0.002 AC.) 0.005%
TOTAL PERVIOUS AREA: 15,610 S.F. (0.358 AC.) 99.995%

PARKING DATA:

PROP. PARKING LOT SPACES: 13

GENERAL INFORMATION:

WATER SUPPLY: CITY OF DeLAND
SANITARY SEWER: CITY OF DeLAND
SOILS: ASTATULA & TAVARES FINE SAND
FLOODING: NONE
100 YR. FLOOD PLAIN: NO (ZONE X)
M.S.L. DATUM: EL. 23.27 (NAVD 1988)
TAX PARCEL NO.: 701615020070
FIRE DISTRICT: CITY OF DeLAND JURISDICTION
FIRE HYDRANT: ONE (1) YELLOW WITH BLUE TOP FIRE HYDRANT ON THE NORTH SIDE OF E. HOWRY AVE. 20' WEST OF KENTUCKY AVE. WITH 6" WATER MAIN



SECTION A-A

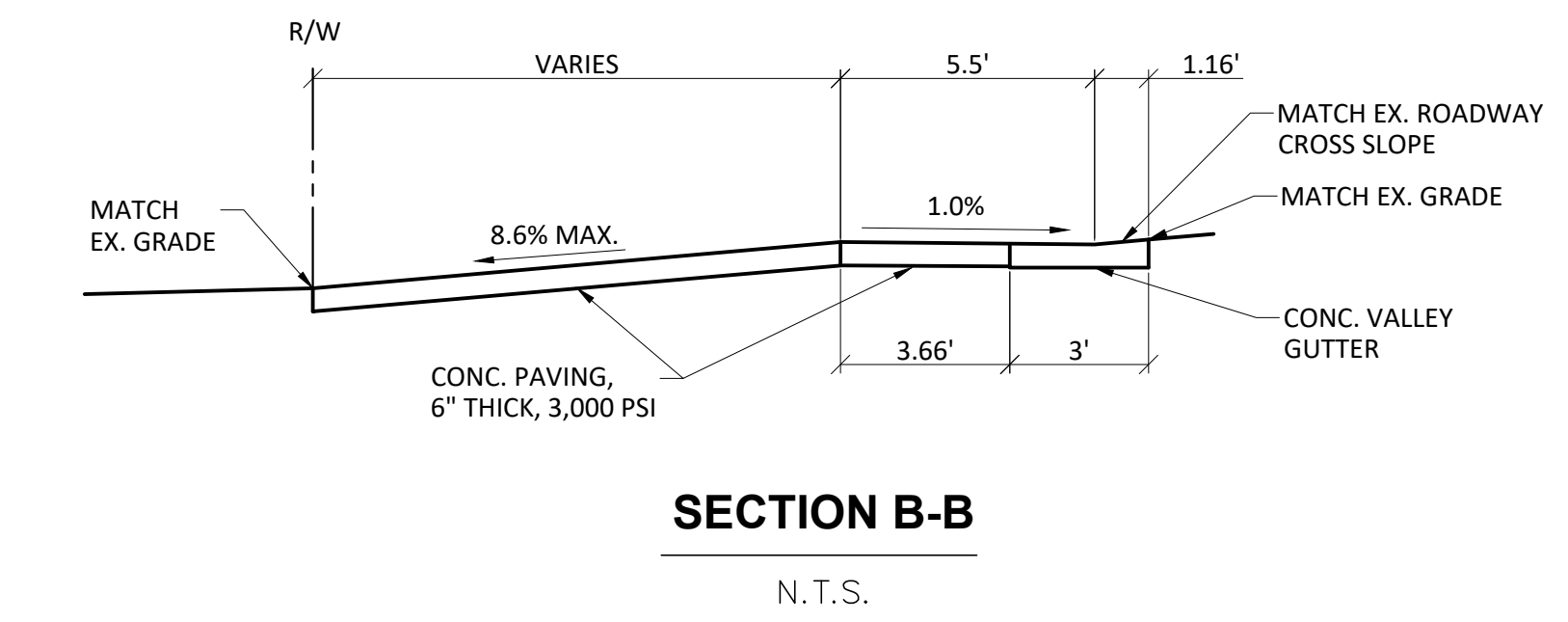
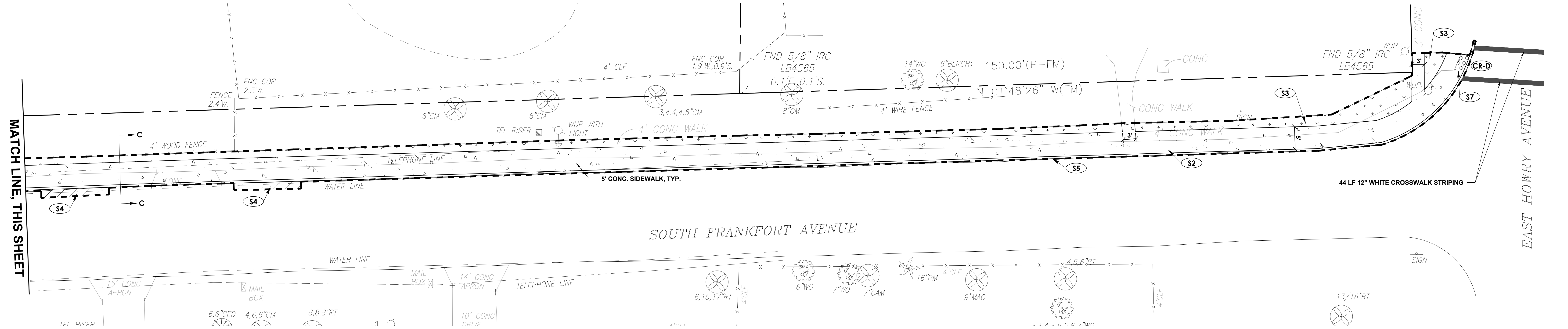
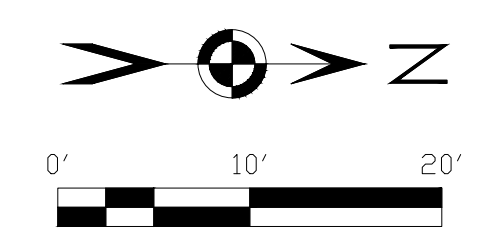
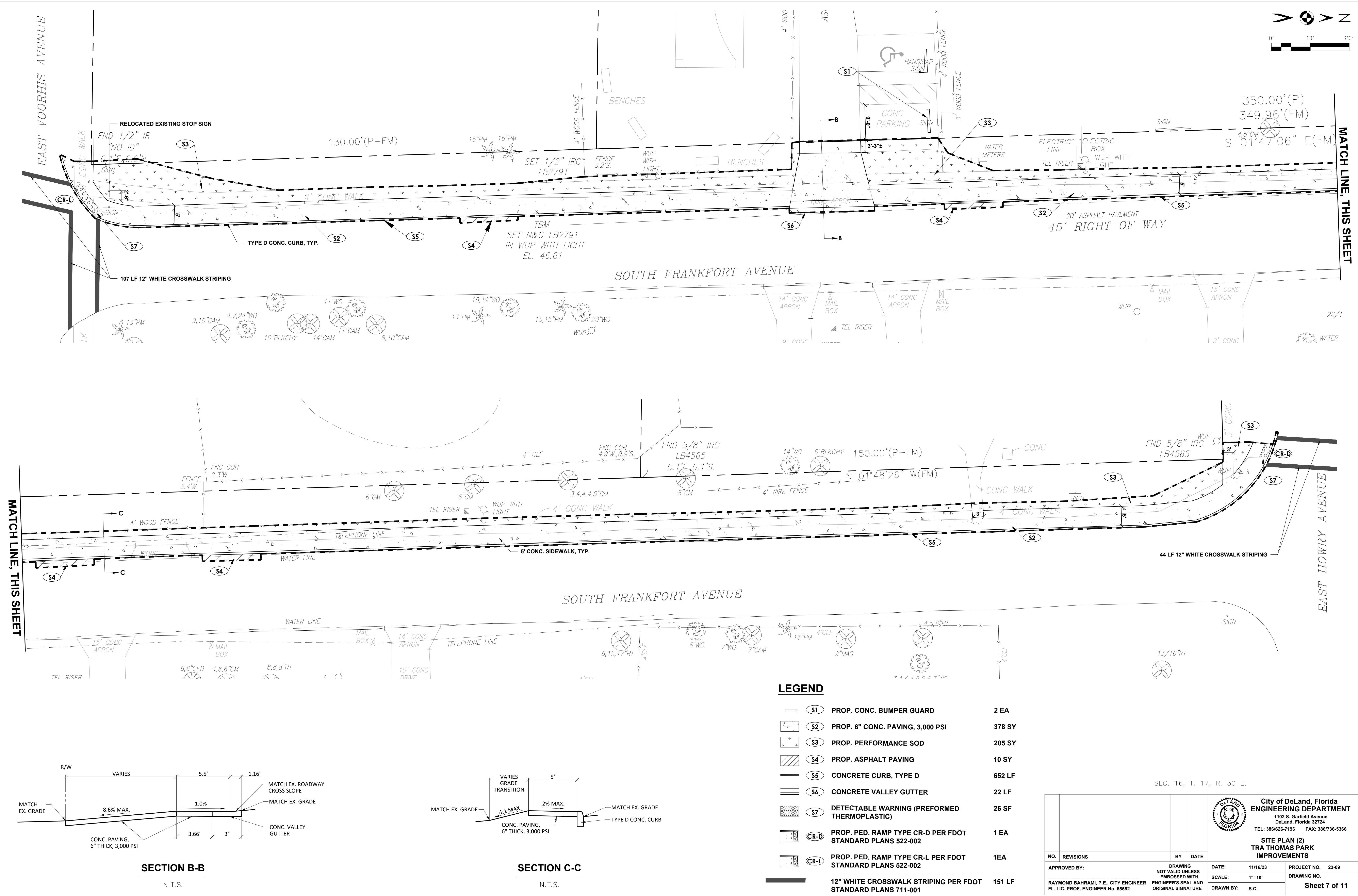
N.T.S.

LEGEND

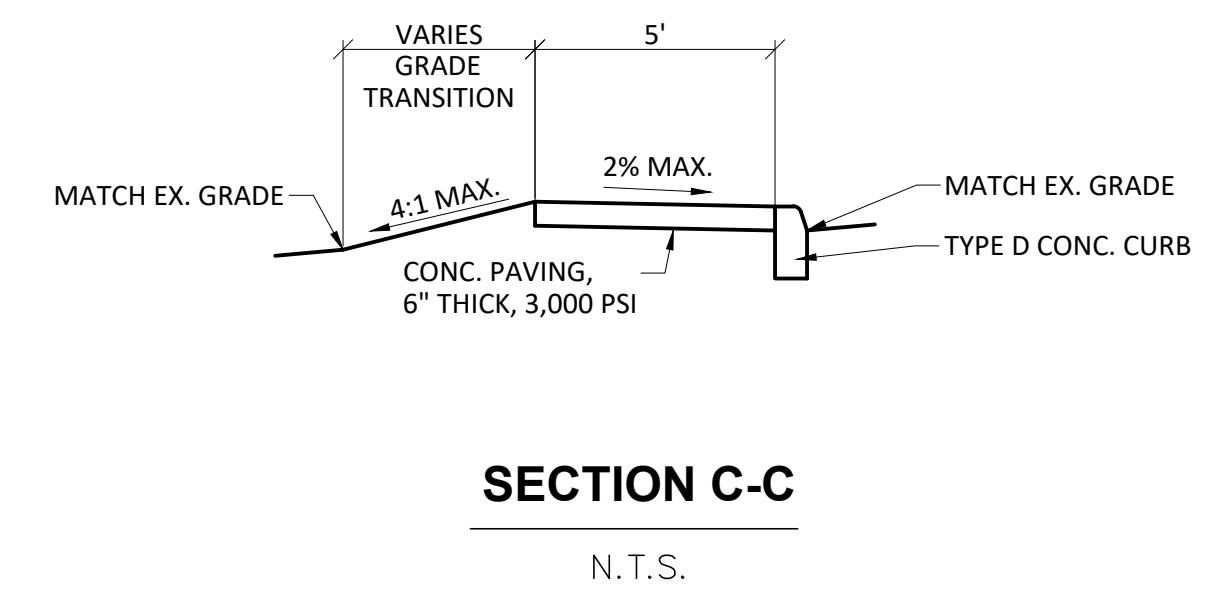
- S1 PROP. CONC. BUMPER GUARD 13 EA
- S2 PROP. 6" CONC. PAVING, 3,000 PSI 306 SY
- S3 PROP. PERFORMANCE SOD 612 SY
- S4 PROP. PAINTED SOLID LINES, WHITE 228 LF
- S5 PROP. 4" CONC. PAVING, 3,000 PSI 93 SY

SEC. 16, T. 17, R. 30 E.

				 City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366	
					GRADING PLAN (1) TRA THOMAS PARK IMPROVEMENTS
NO.	REVISIONS	BY	DATE		
APPROVED BY: ----- RAYMOND BAHRAMI, P.E., CITY ENGINEER FL. LIC. PROF. ENGINEER No. 65552		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		DATE: 11/16/23 SCALE: 1"=10' DRAWN BY: S.C.	PROJECT NO. 23-09 DRAWING NO. Sheet 6 of 11



SECTION B-B
N.T.S.



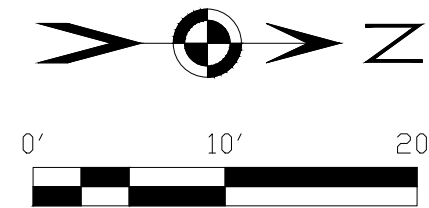
SECTION C-C
N.T.S.

LEGEND

	S1	PROP. CONC. BUMPER GUARD	2 EA
	S2	PROP. 6" CONC. PAVING, 3,000 PSI	378 SY
	S3	PROP. PERFORMANCE SOD	205 SY
	S4	PROP. ASPHALT PAVING	10 SY
	S5	CONCRETE CURB, TYPE D	652 LF
	S6	CONCRETE VALLEY GUTTER	22 LF
	S7	DETECTABLE WARNING (PREFORMED THERMOPLASTIC)	26 SF
	CR-D	PROP. PED. RAMP TYPE CR-D PER FDOT STANDARD PLANS 522-002	1 EA
	CR-L	PROP. PED. RAMP TYPE CR-L PER FDOT STANDARD PLANS 522-002	1EA
		12" WHITE CROSSWALK STRIPING PER FDOT STANDARD PLANS 711-001	151 LF

SEC. 16, T. 17, R. 30 E.

				City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366	
				SITE PLAN (2) TRA THOMAS PARK IMPROVEMENTS	
NO. REVISIONS		BY DATE		DATE: 11/16/23	PROJECT NO. 23-09
APPROVED BY:		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		SCALE: 1"=10'	DRAWING NO.
RAYMOND BAHRAMI, P.E., CITY ENGINEER FL. LIC. PROF. ENGINEER No. 65552				DRAWN BY: S.C.	Sheet 7 of 11



LEGEND

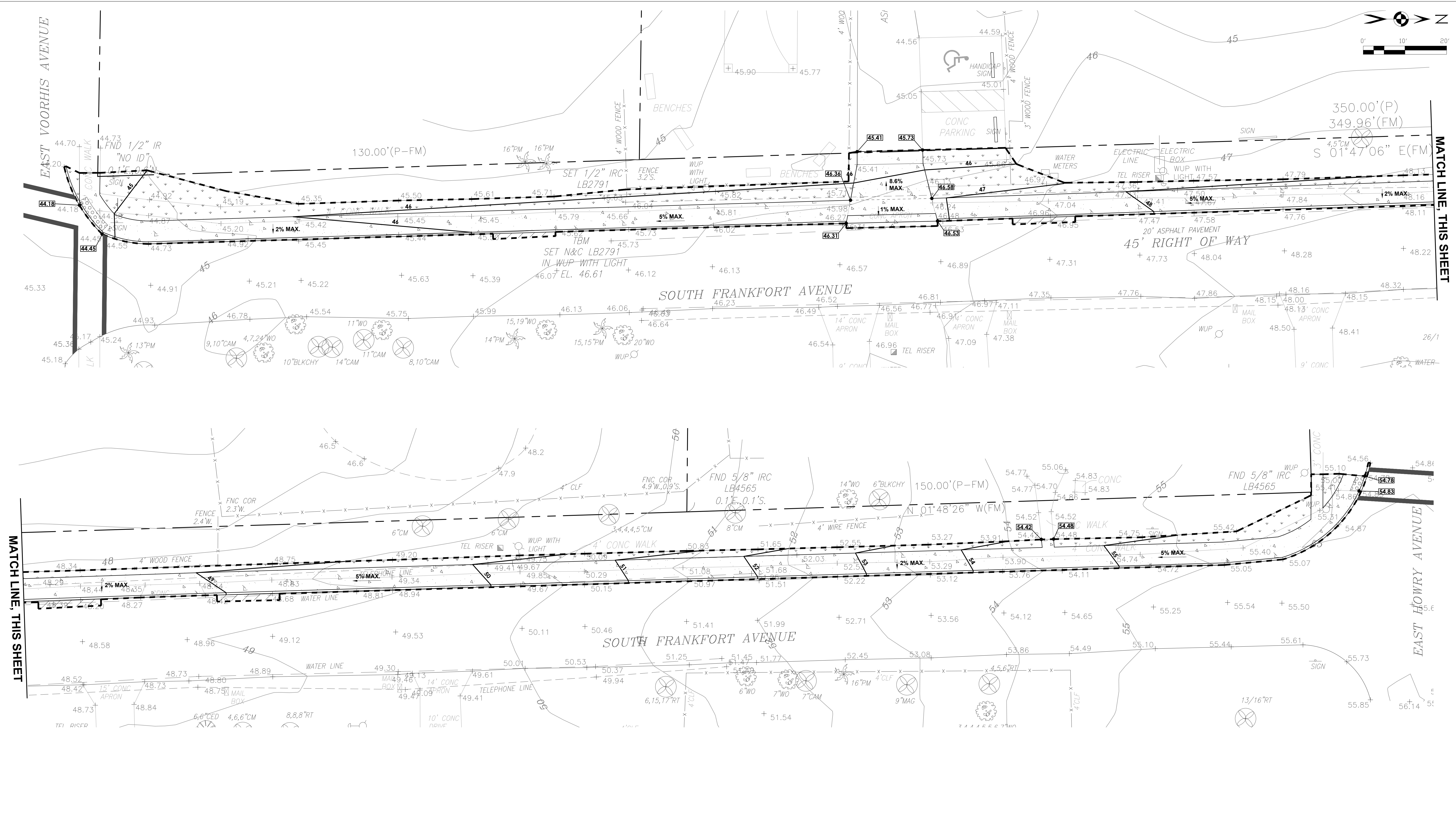
+44.16 **EX. GRADES**

35.00 **PROP. GRADES**

0.5% MAX. **PROP. SURFACE FLOW DIRECTION**

SEC. 16, T. 17, R. 30 E.

			 City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366 GRADING & DRAINAGE PLAN (1) TRA THOMAS PARK IMPROVEMENTS	
NO.	REVISIONS	BY	DATE	
APPROVED BY:		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		DATE: 11/16/23
----- RAYMOND BAHRAMI, P.E., CITY ENGINEER FL LIC. PROF. ENGINEER No. 65552				PROJECT NO. 23-09 DRAWING NO.
				Sheet 8 of 11

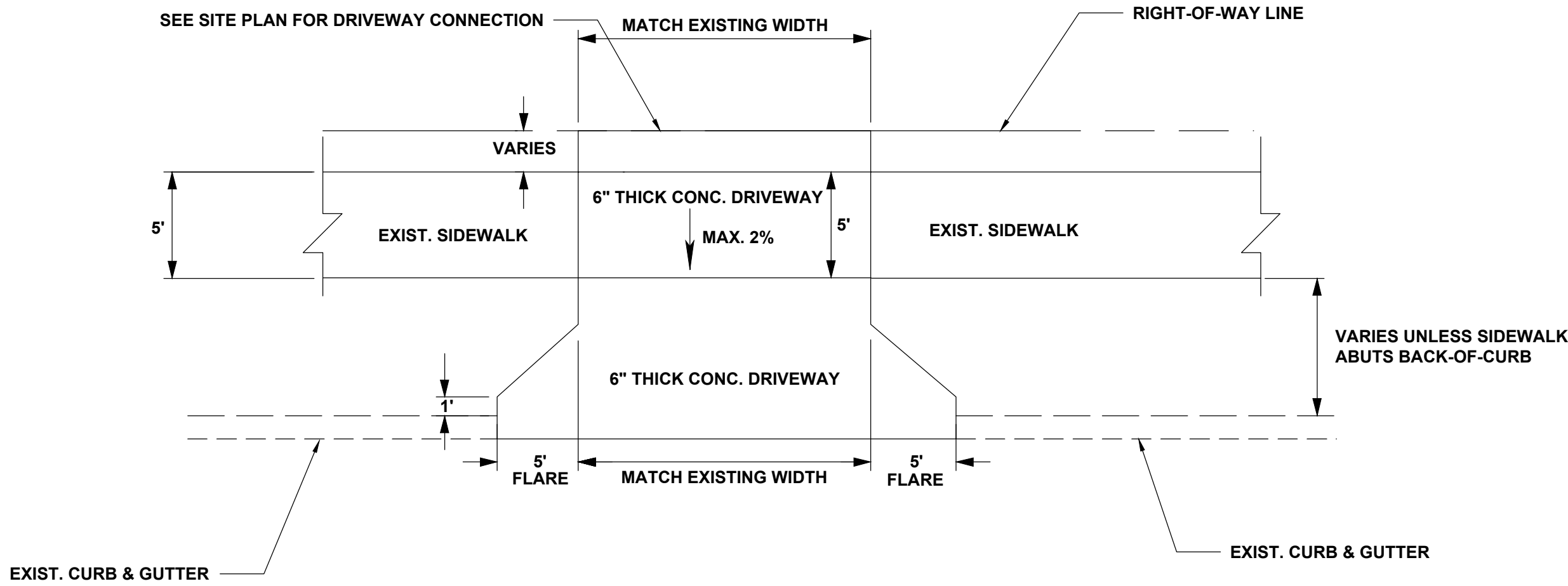


LEGEND

- +44.16 EX. GRADES
- 35.00 PROP. GRADES
- 0.5% MAX. PROP. SURFACE FLOW DIRECTION

SEC. 16, T. 17, R. 30 E.

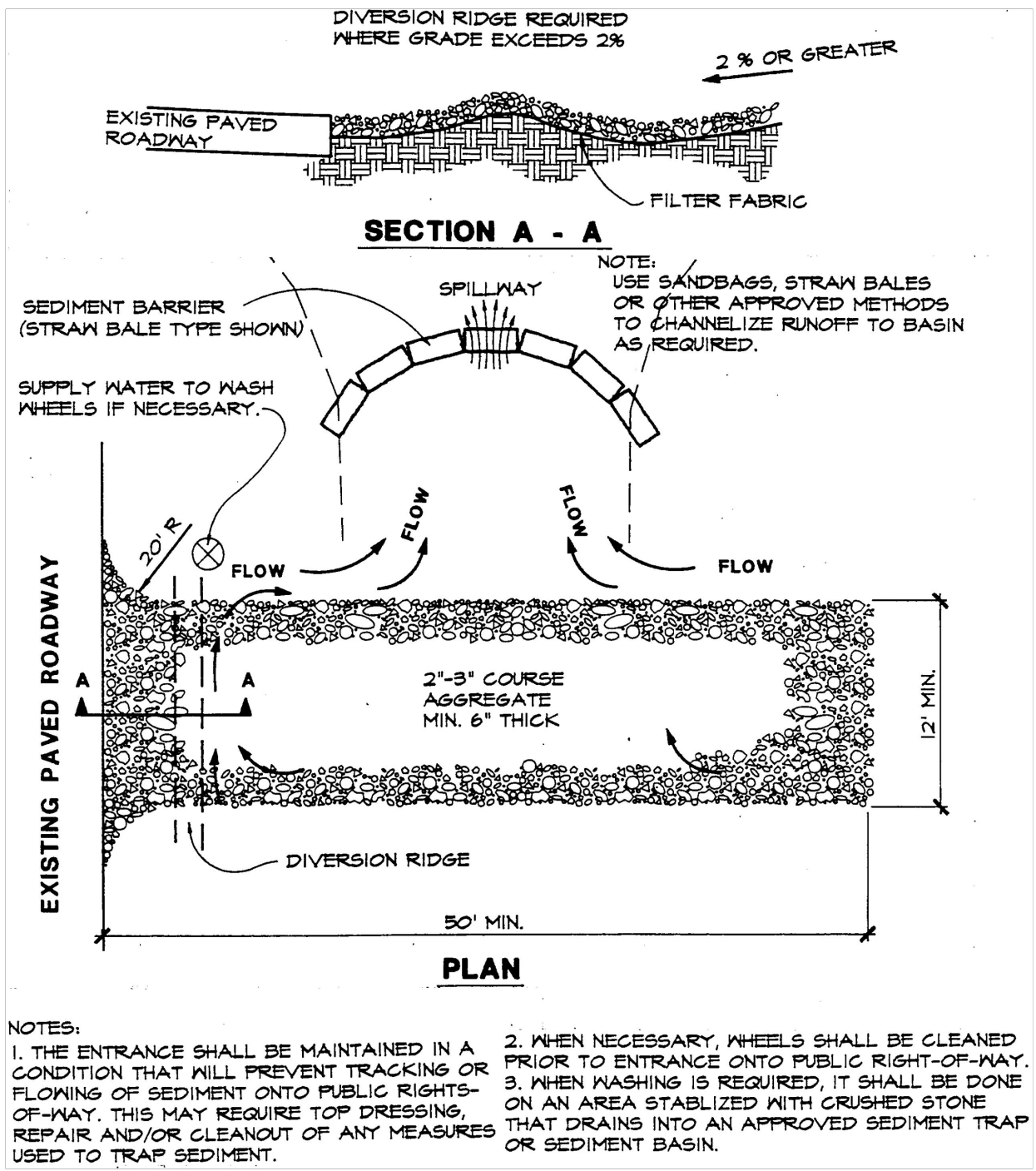
				 City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366	
					GRADING & DRAINAGE PLAN (2) TRA THOMAS PARK IMPROVEMENTS
NO.	REVISIONS		BY DATE		
APPROVED BY:		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		DATE: 11/16/23 SCALE: 1"=10' DRAWN BY: S.C.	PROJECT NO. 23-09 DRAWING NO. Sheet 9 of 11
RAYMOND BAHRAMI, P.E., CITY ENGINEER FL LIC. PROF. ENGINEER No. 65552					



THE CONTRACTOR SHALL SAW CUT AND REMOVE ANY EXIST. CONCRETE SIDEWALKS AND/OR DRIVEWAYS WITHIN THE LIMITS OF THE PROPOSED CONCRETE DRIVEWAY. THE CONTRACTOR SHALL SOD ANY AREA NOT COVERED BY CONCRETE WITHIN THE IMPROVEMENT LIMITS. PLEASE REFER TO SITE AND GRADING PLANS FOR ADDITIONAL DETAILS.

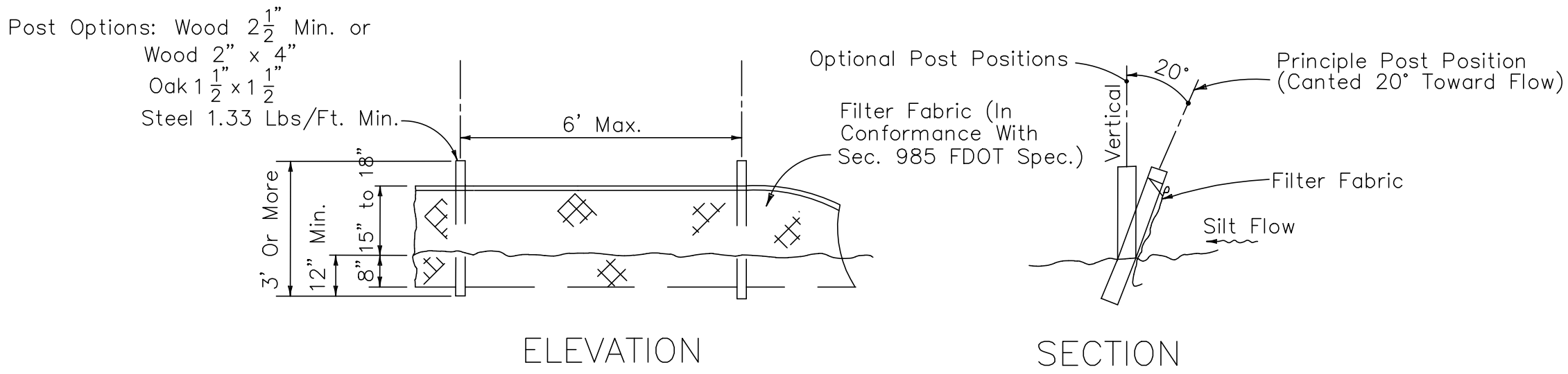
TYPICAL CONCRETE DRIVEWAY DETAIL

N.T.S.



TEMPORARY GRAVEL CONSTRUCTION ENTRANCE DETAIL

N.T.S.

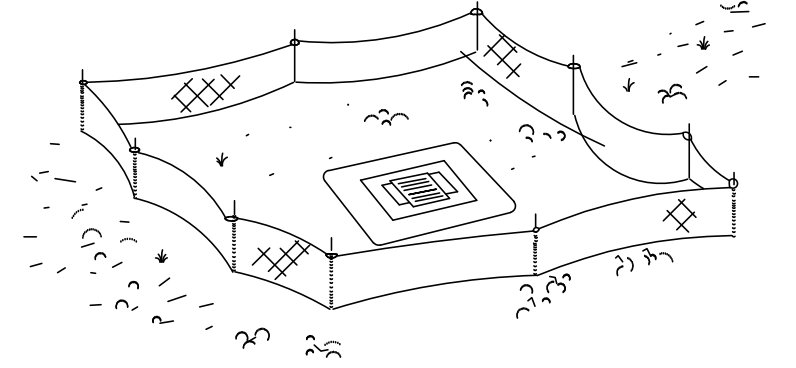


TYPE III SILT FENCE

N.T.S.



Note: Spacing for Type III Fence to be in accordance with Chart I, Sheet 1 of 3 and ditch installations at drainage structures Sheet 2 of 3.



Type III Silt Fence Protection Around Ditch Bottom Inlets.

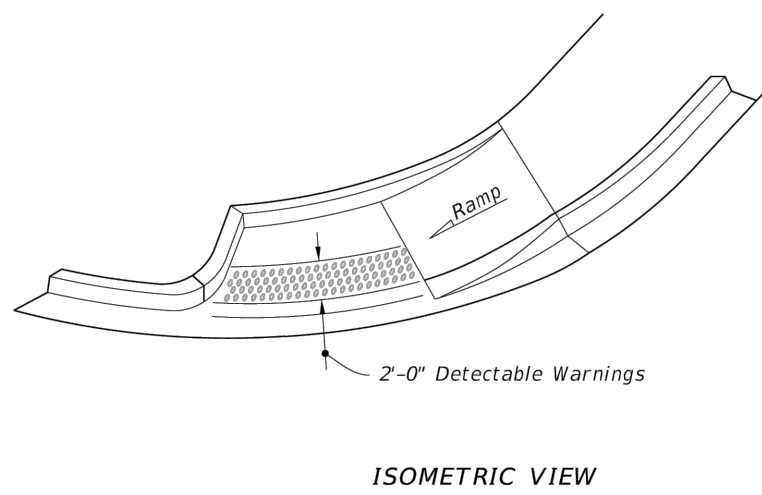
Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.

TYPE III SILT FENCE

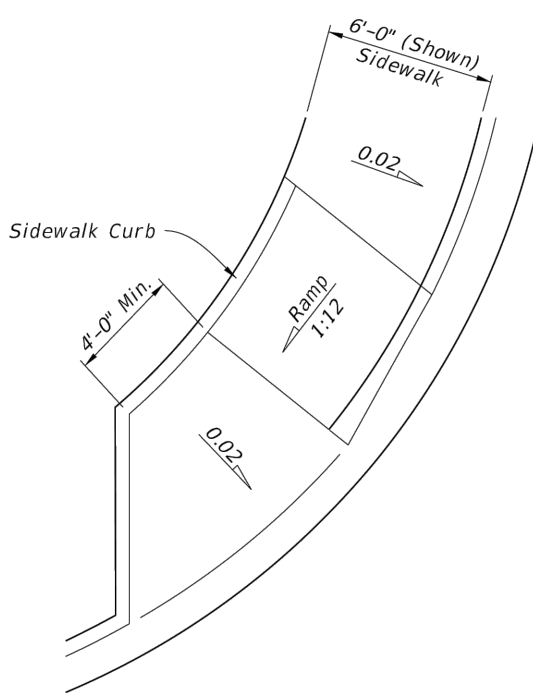
N.T.S.

SILT FENCE APPLICATIONS

N.T.S.

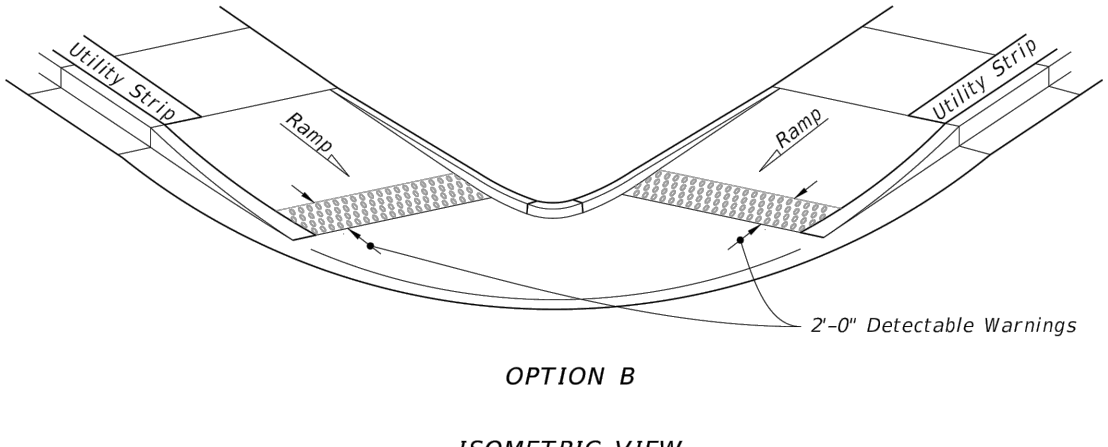


ISOMETRIC VIEW

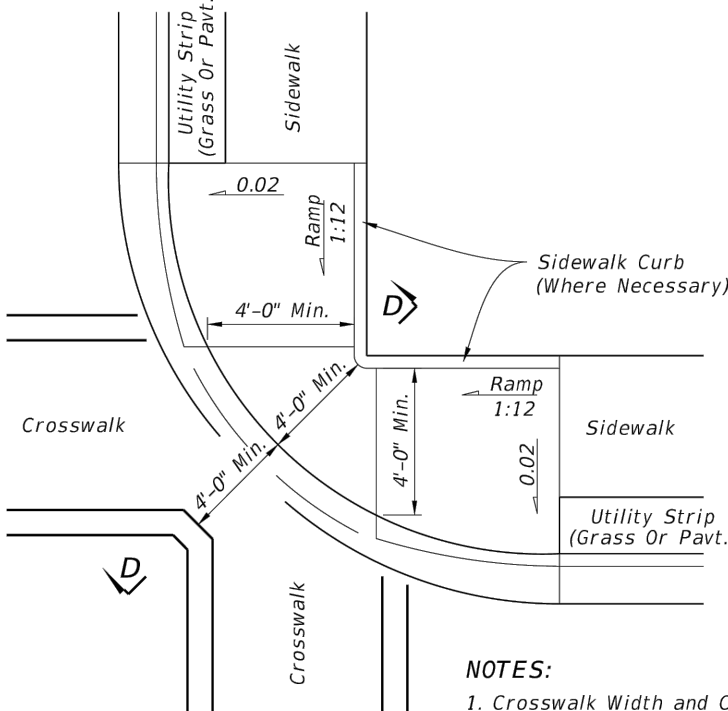


PLAN VIEW

CR-D



ISOMETRIC VIEW

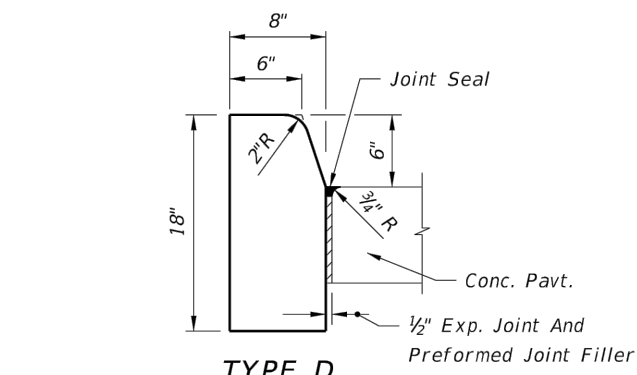


PLAN VIEW

CR-L

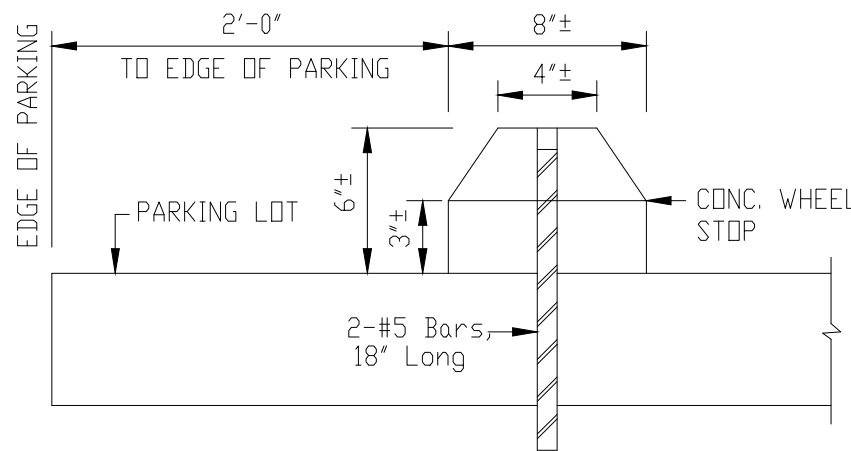
CURB RAMP DETAIL

N.T.S.



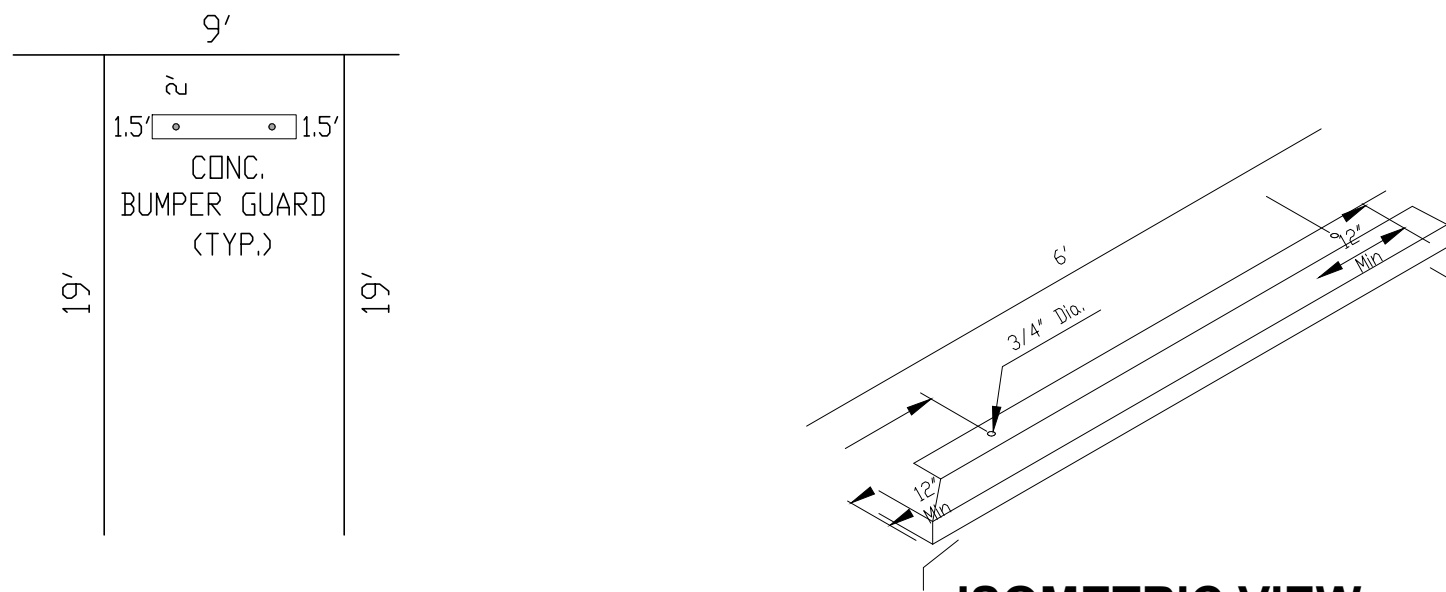
TYPE D CURB DETAIL

N.T.S.



SECTION

N.T.S.



ISOMETRIC VIEW

N.T.S.

PARKING STALL DETAIL

N.T.S.

CONC. BUMPER GUARD

N.T.S.

DATE: JANUARY 31, 2023	TREE BARRICADE DETAIL	M112
City of DeLand - Standard Details		

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 OCCURRING ON THE SITE, TREE BARRICADES SHALL BE CONSTRUCTED BY THE CONTRACTOR AND APPROVED 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.

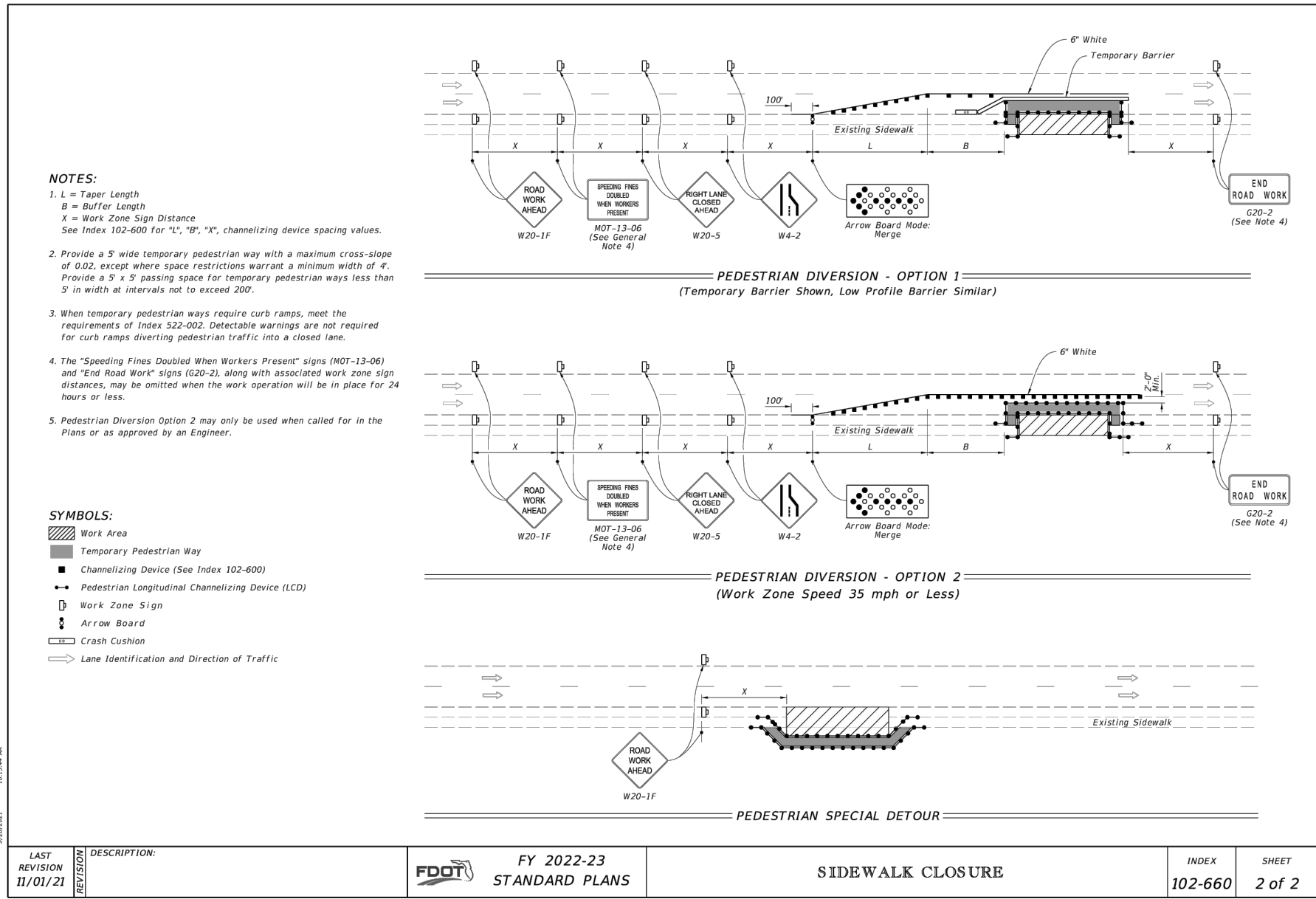
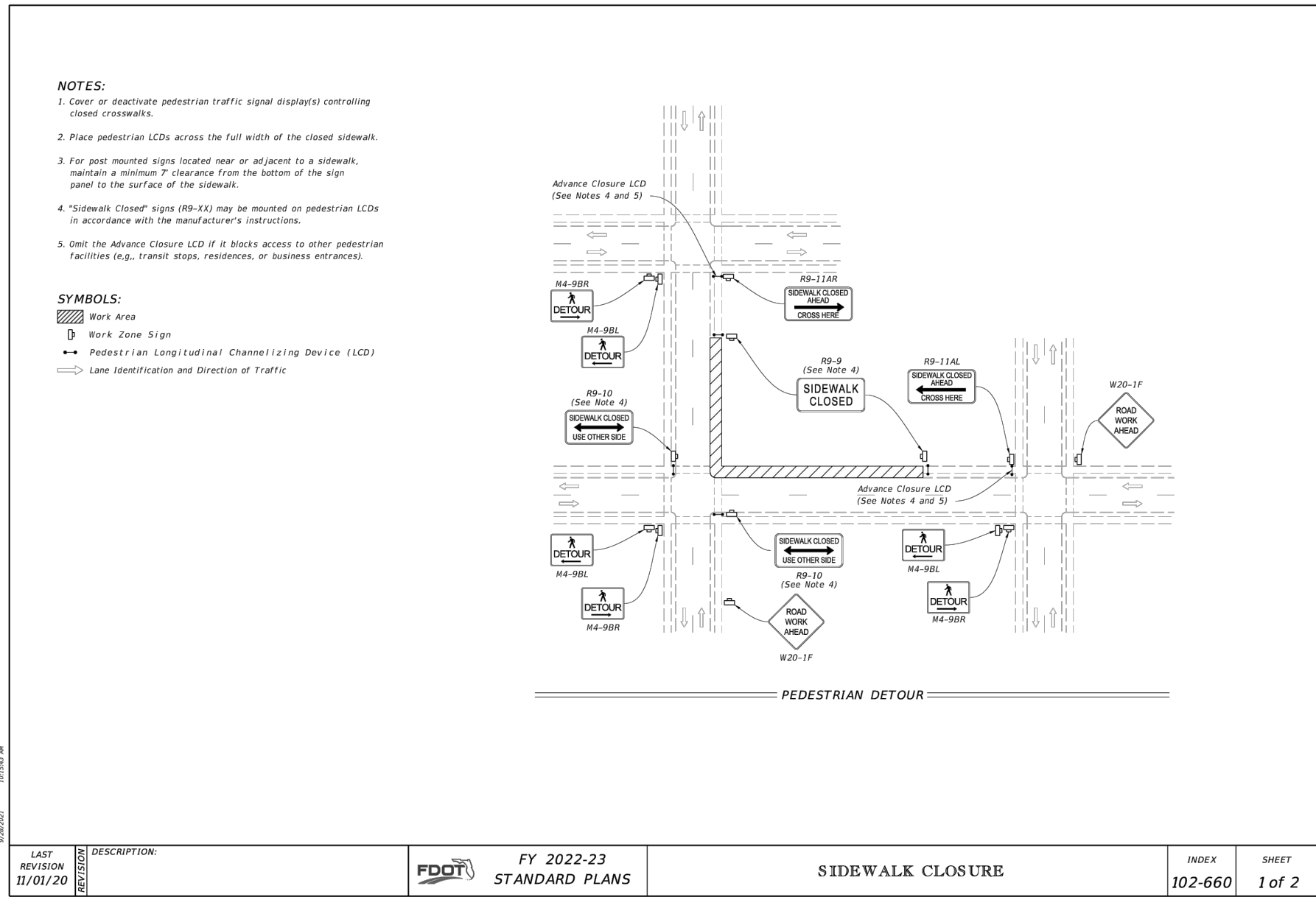
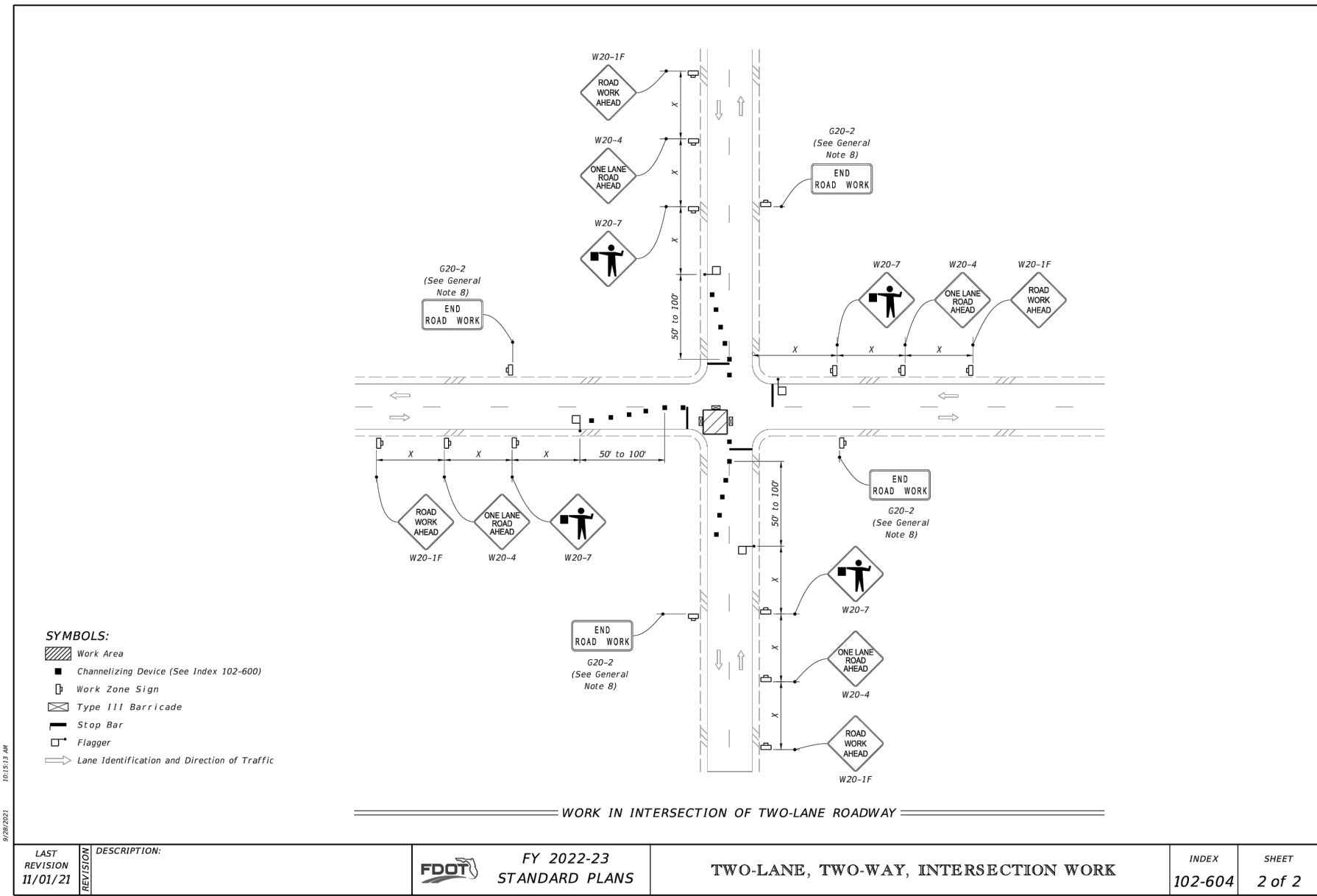
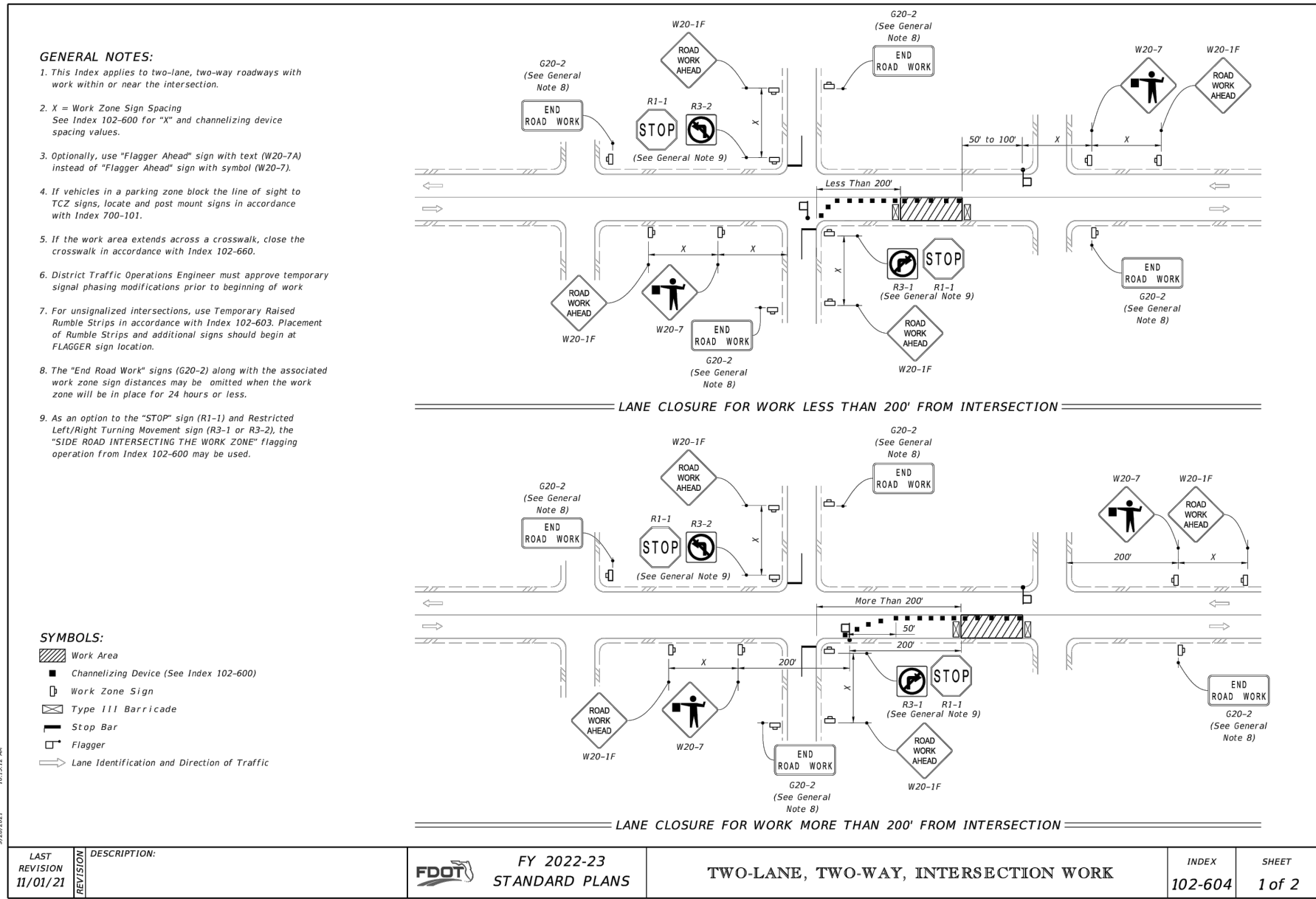
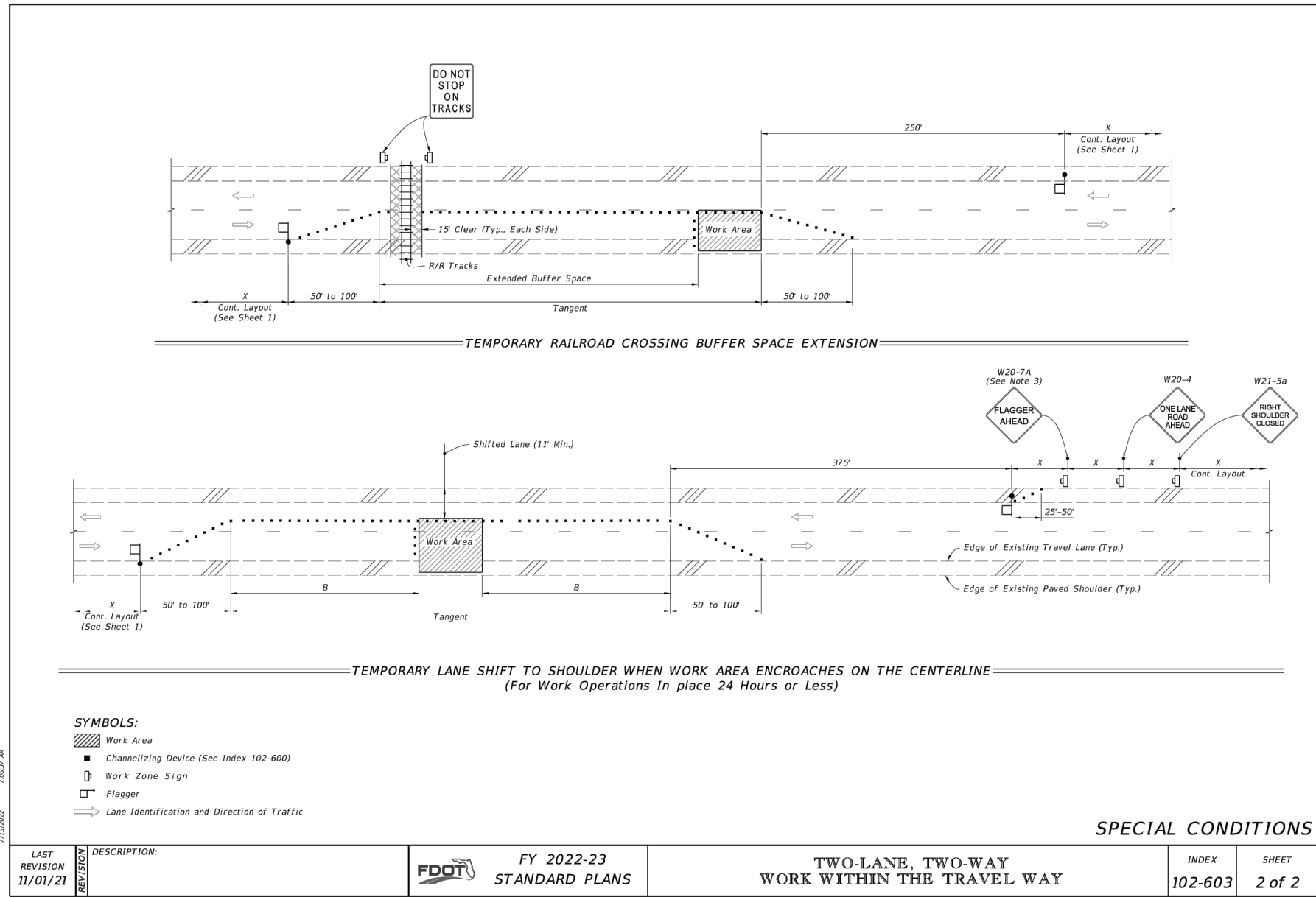
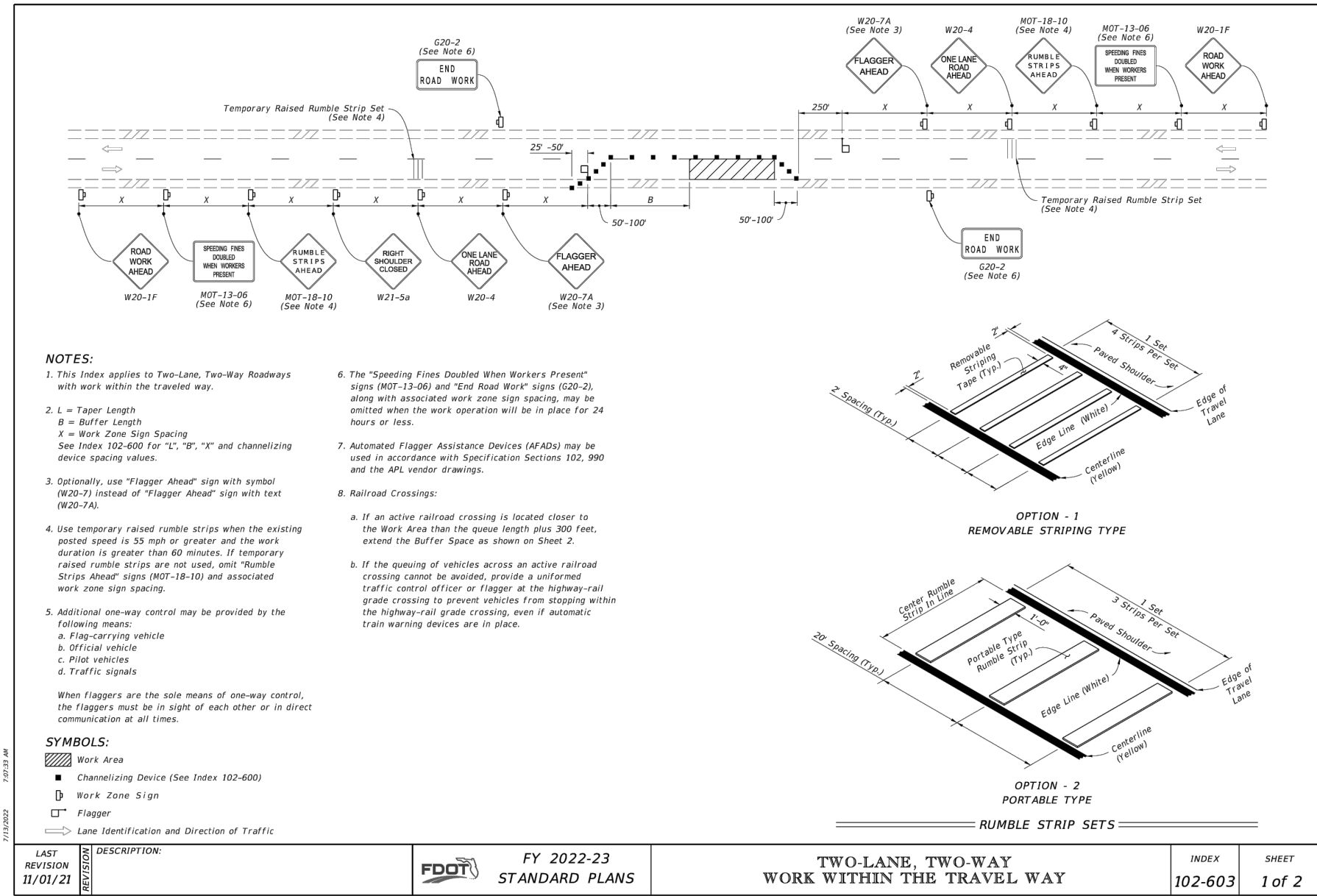
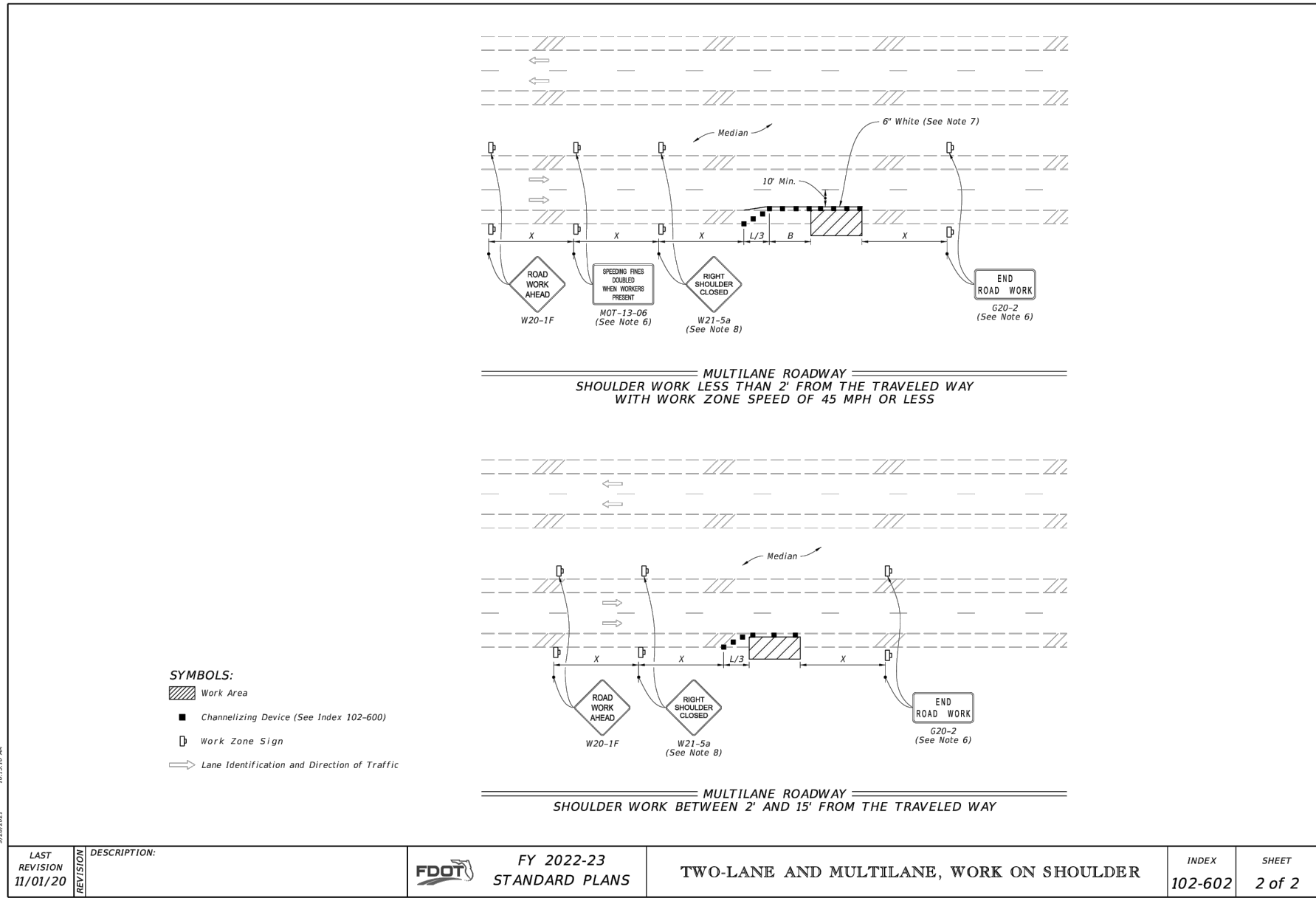
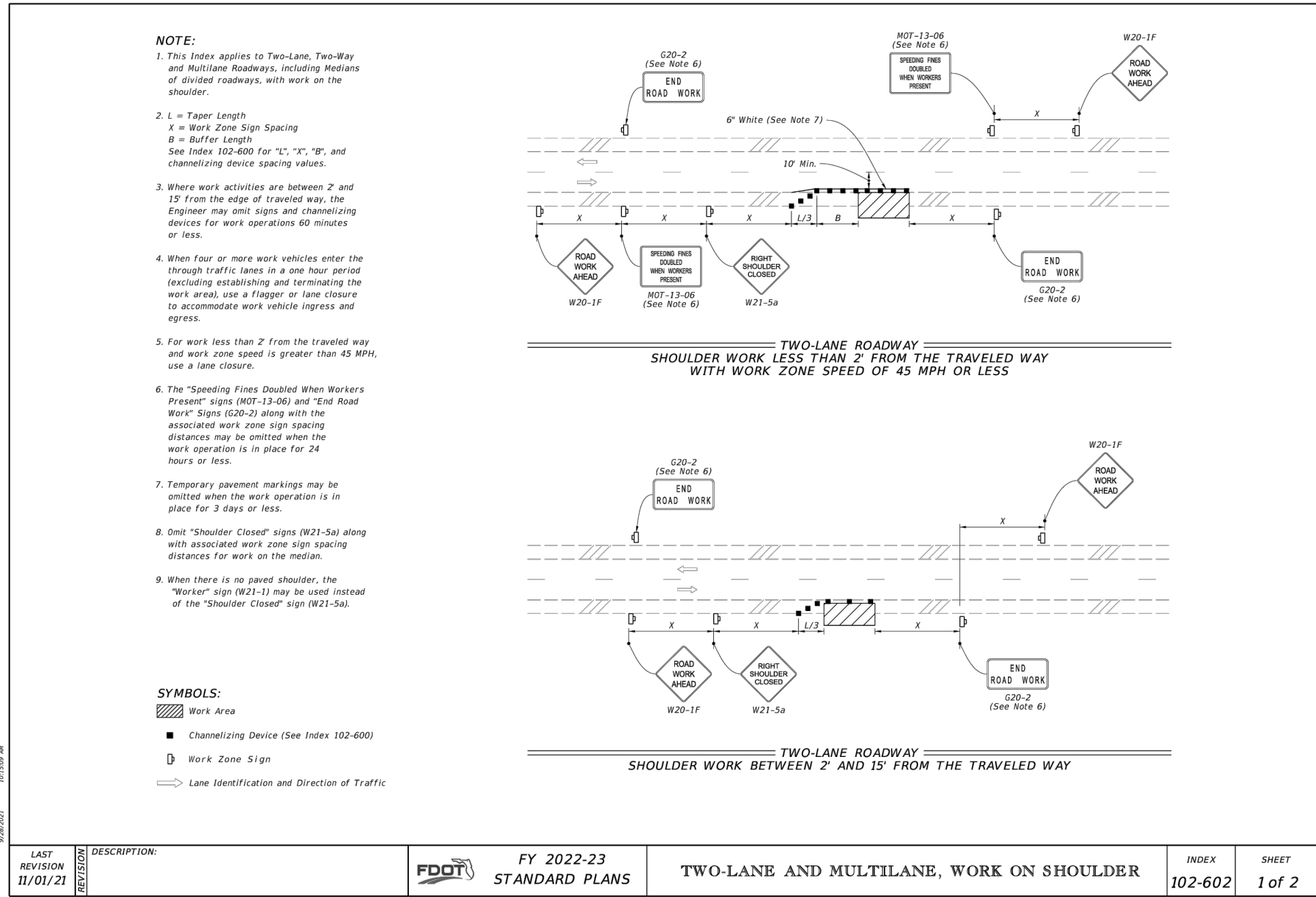
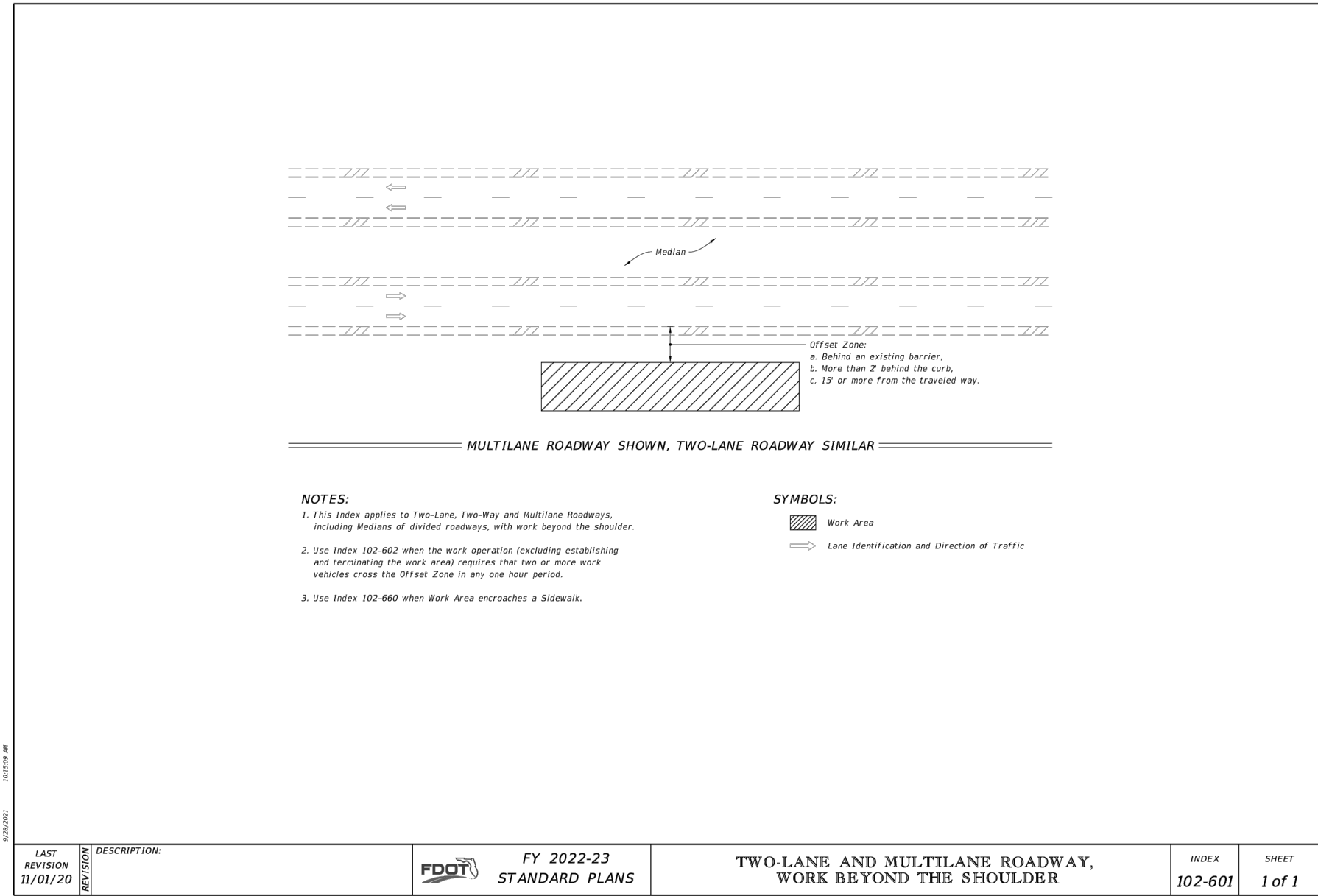
FOR THE BARRIER THE CITY RECOMMENDS SAFETY BARRICADE FENCING.

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

Note: For use adjacent to concrete or flexible pavement, concrete shown. Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only, see Sheet 2.

SEC. 16, T. 17, R. 30 E.

				 City of DeLand, Florida ENGINEERING DEPARTMENT 1102 S. Garfield Avenue DeLand, Florida 32724 TEL: 386/626-7196 FAX: 386/736-5366	
				SITE DETAILS TRA THOMAS PARK IMPROVEMENTS	
NO. REVISIONS		BY	DATE	DATE:	11/16/23
APPROVED BY:		DRAWING NOT VALID UNLESS EMBOSSED WITH ENGINEER'S SEAL AND ORIGINAL SIGNATURE		PROJECT NO.	23-09
RAYMOND BAHRAMI, P.E., CITY ENGINEER FL. LIC. PROF. ENGINEER No. 65552				DRAWING NO.	Sheet 10 of 11
SCALE:		AS SHOWN		DRAWN BY:	S.C.



SEC. 16, T. 17, R. 30 E.

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Resolution Approving Sidewalk Café for Sidecar Market, Located at 100 South Woodland Boulevard.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, Exhibit A , LA24-095 Staff MEMO

APPROVED BY: Michael Pleus, City Manager, April 30, 2024

SUMMARY/HIGHLIGHT:

The owner for an existing business at 100 S. Woodland Blvd, Sidecar Market, has submitted a sidewalk café agreement application for an approximately 90 sq. ft. temporary sidewalk café. Sidewalk cafe agreements are reviewed against Section 26-9.5 of the City of DeLand Code of Ordinances. Staff review of the proposal against Section 26-9.5 is found in the attached staff memo.

The proposed eating area complies with the minimum criteria for a temporary sidewalk café per Section 26-9.5 of the City of DeLand Code of Ordinances as discussed in the attached staff memo. The site plan shows compliance with the required minimum 7-foot pedestrian clearance for all sidewalk cafés located on Woodland Boulevard.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community" as a key asset by encouraging the development of more "night life" venues.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The outdoor seating area will have a positive financial impact for the area by attracting people to the downtown area, in keeping with its unique atmosphere.

RECOMMENDATION:

It is recommended that the City Commission approve the Temporary Sidewalk Cafe license.

BACKGROUND/DISCUSSION:

Sidewalk cafés are subject to the requirements set forth in Section 26-9.5 of the Code of Ordinances. This café appears to meet each of the criteria of the code. A breakdown of the criteria and how the proposed sidewalk café is compliant is included in the attached staff memo.

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING A LIMITED LICENSE AGREEMENT FOR A TEMPORARY SIDEWALK CAFÉ TO RITZY REPURPOSED, LLC, FOR ITS BUSINESS, “SIDECAR MARKET AND BAR” LOCATED AT 100 SOUTH WOODLAND BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Ritzy Repurposed, LLC, a Florida Limited liability company, has submitted a proper and complete application under Section 26-9.5 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for a license agreement for a temporary sidewalk café; and

WHEREAS, the applicant is proposing outdoor seating during normal business operating hours for the establishment doing business as Sidecar Market and Bar; and

WHEREAS, the City Commission finds that the proposed application for a limited license agreement is consistent with the criteria of the Code.

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

Section 1. The City Commission hereby grants the Limited License Agreement attached hereto as Exhibit A for a temporary sidewalk café to Ritzy Repurposed, LLC, a Florida Limited liability company, for its establishment doing business under the name of “Sidecar Market and Bar” located at 100 South Woodland Boulevard.

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

PASSED AND DULY ADOPTED this 6th day of May, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

LIMITED LICENSE AGREEMENT

This Agreement is made and entered into at DeLand, Volusia County, Florida, by and between the City of DeLand, a municipal corporation located at 120 South Florida Avenue, DeLand, Florida (the "City") and RITZY REPURPOSED, LLC, a Florida limited liability company, for their bar and coffee shop "Sidecar Market and Bar" located at 100 South Woodland Boulevard, DeLand, Florida (the "Licensee"), this _____ day of May, 2024.

WITNESSETH:

WHEREAS, the City recognizes that traditional commercial areas which exhibit high amounts of pedestrian activity can support the vitality of the commercial district by incorporating the sidewalk area into selected commercial activities, and that granting the privilege of using the sidewalk for commercial activity is consistent with the City's comprehensive plan and Land Development Regulations; and

WHEREAS, Licensee acknowledges that, notwithstanding any legal ownership which it may or may not hold to a portion of the sidewalk, the general public and the City of DeLand have a prescriptive easement over the full width of the sidewalk as it now exists by virtue of the public's use of the sidewalk as a walking thoroughfare and the City's maintenance of the sidewalk in years past. Licensee further acknowledges that use of the sidewalk under the terms of this Agreement shall not, in any way, alter the prescriptive easement rights of the general public and the City of DeLand, as use of the subject property under this Agreement is a privilege and not a right and may be revoked at any time; and

WHEREAS, the parties hereto acknowledge that the City possesses right of ownership and/or a prescriptive easement over that portion of the sidewalk located in front of and immediately adjacent to Licensee's business establishment located at 100 South Woodland Boulevard, commonly known as "Sidecar Market and Bar" and being more particularly described in the attached Exhibit A (hereinafter the "Sidewalk"); and

WHEREAS, Licensee has made proper application to the City under Section 26-9.5 of the Code of Ordinances of the City of DeLand for use of the Sidewalk for the purposes set forth herein, and the prescribed procedures for approval and minimum criteria as set forth in Section 26-9.5 of the Code have been met; and

WHEREAS, it is the desire of the City of DeLand to grant unto Licensee a nonexclusive, limited license to use the Sidewalk for the purposes set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, it is agreed as follows:

Section 1. Grant of nonexclusive, limited license. The City hereby grants unto Licensee nonexclusive, limited license and access to the Sidewalk for use as a "temporary sidewalk cafe" pursuant to the provisions of Section 26-9.5 of the Code of Ordinances of the City of DeLand

(hereinafter the "Code"). This License is non-transferable, non-assignable, and considered temporary in nature.

Section 2. Term of agreement; renewals; termination. This Agreement shall begin upon all parties completing the signature page, and shall continue until and unless otherwise terminated as set forth herein. So long as Licensee is in full compliance with all of the terms, covenants and conditions of this Agreement and Section 26-9.5 of the Code, this Agreement shall renew annually thereafter with the renewal of the Licensee's Business Tax Receipt under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. A new license agreement must be applied for and approved by the City whenever there is a change of ownership of the business, even if the new owner acquires all of the stock or other interest of the Licensee.

Notwithstanding the foregoing, the City may terminate this Agreement for any violation by Licensee of this Agreement or of Section 26-9.5 of the Code, the City will provide written notice of termination to Licensee by certified mail, return receipt requested. The City reserves the right to remove from the Sidewalk any of the Licensee's personal property.

Section 3. Design criteria. Licensee shall observe the following design criteria:

- (a) The design of the sidewalk cafe shall provide for a free flow of pedestrian traffic around the sidewalk cafe area. A minimum clear pedestrian area of seven feet (7') shall be maintained.
- (b) The sidewalk cafe area is limited to the sidewalk area directly adjacent to the restaurant frontage, as shown on the sketch plan attached hereto as Exhibit B.
- (c) The sidewalk cafe area must be clearly delineated from the area to remain open for pedestrian traffic.
- (d) Umbrellas shall be allowed provided that the umbrellas are contained within the sidewalk cafe area and do not impede pedestrian traffic or vision at intersections.
- (e) Additional signs are limited to one (1) additional sign on an outdoor menu board and the restaurant name or advertising on any umbrellas. The outdoor menu board may be two-sided, not to exceed four (4) square feet per side.
- (f) Outdoor lighting, if provided, must be permanently installed in accordance with the City code and be approved as part of the application. Licensee shall take necessary precautions, including illumination, for protection of the public with particular emphasis on the period from sunset to sunrise.

Section 4. Operating standards. Licensee shall observe the following operating standards:

(a) Alcoholic beverages may be temporarily served within the Sidewalk consistent with any alcoholic beverage license in effect for Licensee's restaurant; provided, however, that the sale and consumption of alcoholic beverages shall be in compliance with all state and local laws as related to such use. The provisions of this subsection are a privilege, not a right, and the City Commission of the City of DeLand reserves the right to revoke the privilege of serving alcohol on the Sidewalk.

(b) The hours of operation for the sidewalk cafe may not exceed the operating hours of the restaurant.

(c) Tables, chairs and other furniture shall be brought inside when the sidewalk cafe is not in operation.

(d) The sidewalk café area shall be kept in a clean condition (including regular removal of trash and debris) and the sidewalk area shall be periodically cleaned to remove any stains or other dirt resulting from the sidewalk café operation by the license holder.

Section 5. Public's right of use. The sidewalk cafe shall be open for use by the public and such use shall not be restricted to patrons of Licensee. Neither the use of Licensee's seating area nor the tables and chairs the Licensee places on the Sidewalk shall be limited to the exclusive use of Licensee's patrons. All members of the public shall have the right to use the sidewalk cafe's seating area and the tables and chairs which Licensee places on Sidewalk without charge.

Section 6. Right of inspection. The City Manager or his designee shall have the right to inquire, from time to time, into the conduct of the operations, activities and services of Licensee in order to ensure that the services being provided by Licensee are in conformity with the purpose and intent of this Agreement and the Code of Ordinances.

Section 7. Liability insurance, indemnity and hold harmless. Licensee shall defend, indemnify and hold harmless the City from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the premises, or any act or omission of Licensee or its agents, servants, employees, customers, patrons or invitees, whether on the premises or elsewhere.

Contemporaneously with the beginning date of this Agreement, Licensee shall, at its own cost and expense, procure and maintain general liability coverage with an aggregate limit of not less than \$1,000,000.00 from an insurer licensed in the State of Florida which names the City of DeLand as an additional insured, which insurance shall cover the operations of the Licensee which take place within the sidewalk café area.

Section 8. Nonliability of the City to Licensee. The City shall not be liable to Licensee or its agents, representatives, invitees, employees, or any other person, for any injury to or death

of any of them, or for any damage to any of Licensee's property or loss of revenue, caused by any third persons connected with Licensee's use and access to the Sidewalk, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

Section 9. Permits and licenses. Licensee shall at all times hold any and all permits or licenses required by any proper licensing authority to conduct its business.

Section 10. Compliance with zoning regulations. Licensee shall at all times be in compliance with all applicable zoning regulations as set forth in the City of DeLand Land Development Regulations, and with all other relevant state and local regulations.

Section 11. Non-assignability. Licensee shall not assign this Agreement and any attempted assignment in contravention hereof shall be void.

Section 12. Abandonment of use. Should Licensee voluntarily abandon its use of the subject premises for any reason whatsoever for a period of sixty (60) consecutive days this Agreement shall automatically terminate.

Section 13. Notices. Any notices required by this Agreement shall be made in writing and sent by certified mail, return receipt requested, addressed to the parties as follows:

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

Jessica Ritz
RITZY REPURPOSED, LLC
811 Eastover Circle
DeLand, FL 32724

Section 14. Construction of agreement. This Agreement shall be construed under the laws of the State of Florida and the Code of Ordinances of the City of DeLand.

Section 15. Amendments to agreement. This Agreement may be amended only in a writing signed by both parties.

Section 16. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in a writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

*** Signatures on following page ***

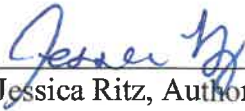
EXECUTED BY THE CITY this ____ day of _____, 2024.

EXECUTED BY LICENSEE this ____ day of _____, 2024.

CITY OF DELAND

RITZY REPURPOSED, LLC

By: _____
Michael Pleus, City Manager

By:  _____
Jessica Ritz, Authorized Member

Address: City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

Address:
811 Eastover Circle
DeLand, FL 32724

WITNESSES AS TO THE CITY:

(Witness' Signature)

(Print Name)

(Witness' Signature)

(Print Name)

WITNESSES AS TO LICENSEE:

 _____
(Witness' Signature)

 _____
(Print Name)

 _____
(Witness' Signature)

 _____
(Print Name)

This Instrument Prepared By:

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

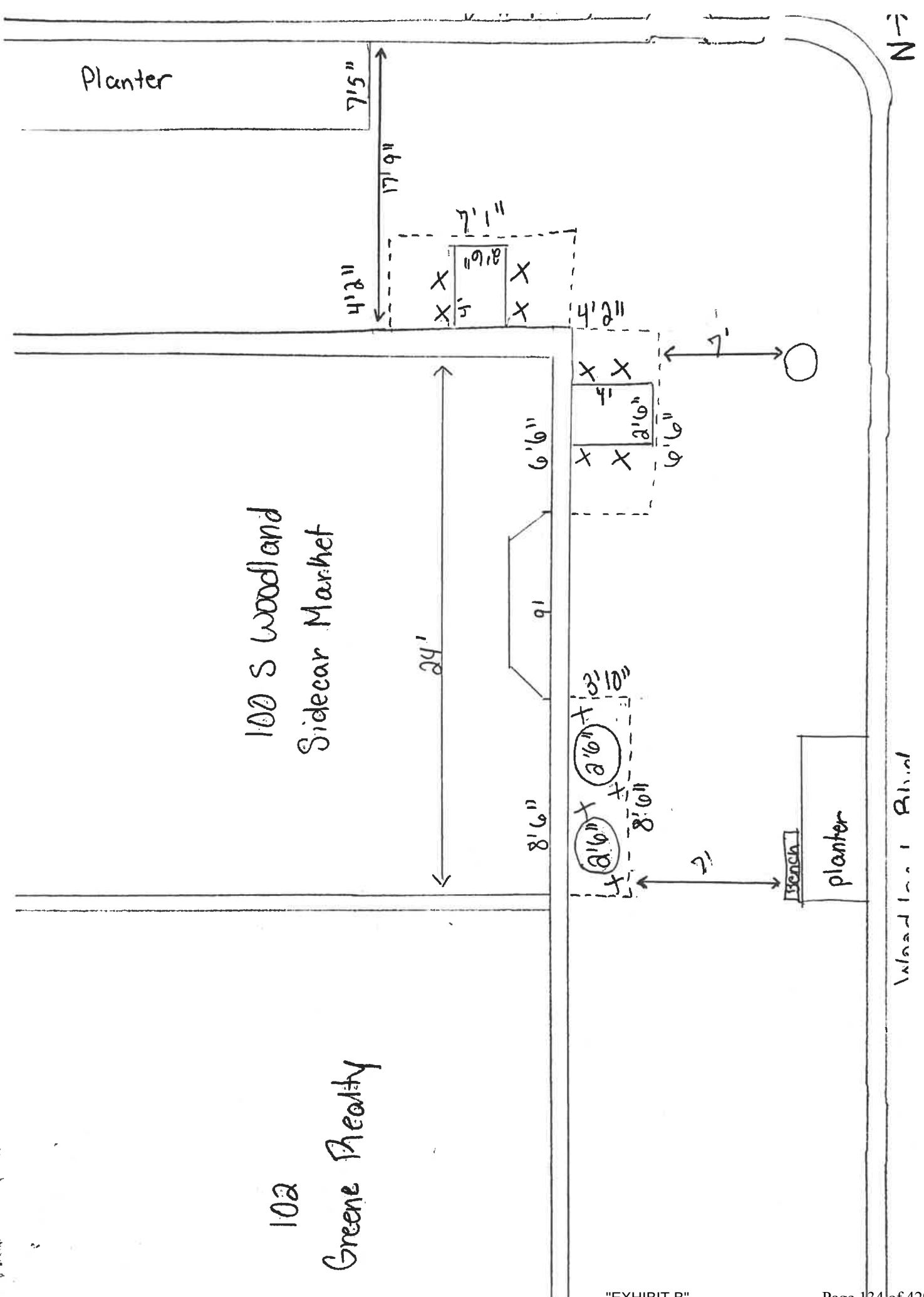
EXHIBIT A

A PART OF PARCEL # 7016-01-03-0010, MORE PARTICULARLY DESCRIBED AS:

N 80 FT OF LOT 1 BLK 3 HOWRYS ADD DELAND MB 1 PG 137 PER OR 1902 PG 1820
PER OR 6632 PG 3746 PER OR 6641 PG 2176 PER OR 7074 PG 1249 PER OR 7422
PG 0500

AND INCLUDING A PORTION OF THE SIDEWALK LOCATED WITHIN THE PUBLIC
RIGHT-OF-WAY, DIRECTLY IN FRONT OF AND ADJACENT TO SAID PARCEL.

Page 134 of 429





Planning Department

Memorandum

TO: Carol Kuhn, Planning Director

DATE: April 17, 2024

FROM: Sam Nelson, Planner I

SUBJECT: Sidewalk Café Application, 100 S. Woodland Blvd (LA24-095)

The owner for an existing business at 100 S. Woodland Blvd, Sidecar Market, has submitted a sidewalk café agreement application for an approximately 90 sq. ft. temporary sidewalk café. Below are the minimum criteria for a temporary sidewalk café per Section 26-9.5 of the City of DeLand Code of Ordinances. Per the site plan and supporting documentation submitted by the applicant, the following has been determined:

1. The zoning of the subject property permits the operation of a sidewalk café.
The property is zoned C-2A&H, Downtown Commercial, which permits sidewalk cafés.
2. The sidewalk café is adjacent to the frontage of the building with which it is associated.
Proposed outdoor seating is located adjacent to the building's frontage on North Woodland Boulevard and on the side which fronts West New York Avenue.
3. The sidewalk café is an extension of a permanent restaurant or other establishment lawfully selling food and/or beverage.
Yes, the sidewalk café is an extension of the existing business, Sidecar Market.
4. The sidewalk café is auxiliary and will not operate outside the operating hours of the restaurant.
Per applicant, operating hours will be the same as the business.
5. The sidewalk café is temporary in nature; and all tables, chairs, umbrellas, outdoor menu boards, and other such items will be secured indoors during non-operational hours.
Per submitted application, applicant acknowledges this requirement.
6. As it is a temporary sidewalk café, no permanent structures, except for lighting, will be constructed.
No permanent structures are proposed.
7. If proposed, additional permanent outdoor lighting has been indicated on the site plan.
No additional outdoor lighting is proposed.

8. The sidewalk café will not impede pedestrian traffic; meets the minimum clearance requirements for its district.

Site plan shows compliance with the minimum 7-foot pedestrian clearance for all sidewalk cafés located on Woodland Blvd and New York Ave.

9. Alcoholic beverages will only be served or consumed within the proposed sidewalk café area boundary to be approved and only after the appropriate beverage license has been obtained from the Department of Business and Professional Regulation.

The applicant maintains a 2COP alcohol license for the site. The current license may need to be updated with the State to include outside areas.

10. Outdoor food preparation, if proposed, is restricted to the area to be licensed; and meets all applicable city, fire, safety, and health codes and all other relevant local and state regulations regarding outdoor food preparation.

No outdoor food preparation has been proposed.

11. The outside seating will not exceed 30% of the establishment's gross floor area, unless additional parking has been approved.

The proposed outside seating constitutes less than 30% of the indoor restaurant gross floor area.

As the applicant appears to meet all criteria for a temporary sidewalk café; and as the café will not adversely affect public health, safety, or welfare; staff recommends **approval** of said application.

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Second Reading of Ordinance No. 2024-14, Amending Chapter 33, Related to Parking Standards for Passive Recreation Areas and Freestanding Emergency Rooms.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-14, Zoning Districts - Paving Exception - revised for CC, Parking Table 33-91 - revised for CC, Paving 33-91-06(d) - revised for CC, Planning Board Staff Report - LDR24-44 - Paving Parking & SSER

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

The current Land Development Regulations (LDR) specify off-street parking and loading requirements for specific land uses. The parking matrix includes a variety of uses, but it is not an all-inclusive list. As new uses are created over time, the parking matrix must be updated to reflect these new uses.

Typically, emergency rooms are associated with hospitals. However, over the last 10 years, stand-alone emergency rooms have become more common. A Freestanding Emergency Room operates independently of a hospital and is not physically attached to one. It offers emergency care services, similar to a hospital-based ER, but in a separate location. Unlike urgent care centers, which handle minor injuries and illnesses, Freestanding ERs can address any condition that a hospital ER can. These uses typically have a different parking demand than hospitals or clinics. The City's development regulations currently have a parking requirement for a medical service category that includes medical and dental offices and clinics, hospitals, veterinary hospitals and clinics, and doggie daycare facilities were parked at the same rate – 1 space/150 square feet of net floor area.

However, staff has reviewed other cities' regulations and found that the hospital and medical clinic parking requirement in the City's development regulations is higher than that anticipated for a freestanding emergency room. Staff is proposing to add a separate line in the parking matrix for stand-alone emergency rooms and requires that **1 space per 2 beds or exam rooms, whichever is greater, and one space per employee on maximum shift** be added to the parking matrix.

The Land Development Regulations also do not have specific requirements for passive recreational uses. Uses such as natural open space areas, passive parks, and trailheads have a lower parking demand than active recreational uses such as parks. Staff is proposing to add a line to the parking matrix for passive recreation, open space, and trailheads and set a minimum parking requirement of 3 spaces, with a provision for additional spaces to be required upon determination by the Planning Director if the passive recreational area is large or if there is a greater anticipated parking demand.

The Land Development Regulations also requires that all parking areas be paved, except in specific circumstances as outlined in Section 33-91.06(d). Staff is proposing to add passive recreation, open space, and trailheads to the list of paving exceptions.

Each of the zone districts (Section 33-17 Zoning Districts) also contain specific **Minimum Requirements for Driveways and Parking** in each of the Zone District Standards tables. Staff is proposing to revise each of these

of these sections to reference the paving exceptions found in 33-91.06(d)3. Specifically, “Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, **except as listed in 33-91.06(d)3**. Areas paved with impervious material must be included in the site's impervious surface calculation.” Each of the Zoning District table has been attached to this staff report.

Staff is also proposing to add definitions for **Freestanding emergency room** and **Passive recreational facility**.

At the March 13, 2024 Planning Board meeting, the Planning Board recommended approval of the proposed LDR updates, subject to minor revisions which are reflected in the Commission packet. The Planning Board recommended staff include a definition for a Freestanding Emergency Room and a definition for Passive Recreation Facility. The Planning Board also requested staff clarify the code reference for the exception in each of the zoning districts to reflect the entire list of exceptions, and requested that staff move the ADA parking requirement for passive recreation facilities from the matrix to the exception list for clarity.

ORDINANCE NO. 2024 - 14

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS RELATING TO PARKING REQUIREMENTS; BY AMENDING SECTION 33-12 “DEFINITIONS”; BY AMENDING SECTION 33-17.01 “R-R RURAL RESIDENTIAL”; BY AMENDING SECTION 33-17.02. R-R1— SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT; BY AMENDING SECTION 33-17.03 “R-1AA SINGLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.031 “R-1A SINGLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.04 “R-1B SINGLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.05. “R-1 SINGLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.07 “R-2 TWO-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.08 “R-8 MULTIPLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.09 “R-12—MULTIPLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.10 “R-16 MULTIPLE-FAMILY DWELLING DISTRICT”; BY AMENDING SECTION 33-17.11 “R-M RESIDENTIAL MOBILE HOME DISTRICT”; BY AMENDING SECTION 33-17.12 “E-1 EDUCATIONAL DISTRICT”; BY AMENDING SECTION 33-17.13 “P-1 PROFESSIONAL-RESIDENTIAL DISTRICT”; BY AMENDING SECTION 33-17.14 “BR BUSINESS RETAIL DISTRICT”; BY AMENDING SECTION 33-17.15 “C-1 LIMITED NEIGHBORHOOD COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.16 “C-2 GENERAL COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.17 “C-2A DOWNTOWN COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.18 C-2AC “COMMERCIAL ACTIVITY CORE ZONING CATEGORY”; BY AMENDING SECTION 33-17.19 “C-3—RAIL SPUR COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.20 “C-4 WHOLESALE COMMERCIAL DISTRICT”; BY AMENDING SECTION 33-17.21 “M-1—INDUSTRIAL DISTRICT”; BY AMENDING SECTION 33-91.03 “NUMBER AND TYPE OF PARKING SPACES REQUIRED”; AND BY AMENDING SECTION 33-91.06(D) “PAVING”; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend Chapter 33 “Land Development Regulations” of the Code of Ordinances of the City of DeLand, in order to update the regulations and provide additional opportunities for tattoo establishments within the City of DeLand; and

WHEREAS, staff has undertaken a comprehensive review of the City’s Land Development Regulations and it has been determined that the revisions set forth in this ordinance will be beneficial to the efficient administration of Chapter 33 of the Code of Ordinances of the City of DeLand.

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

Section 1. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 33-12, “Definitions” by adding the new underlined language alphabetically, to be read in full as follows:

Sec. 33-12. - Definitions.

Freestanding emergency room - shall mean an emergency department operated by a licensed hospital but which is located on property and in a building separate and away from a hospital campus and which is open for emergency care 24 hours a day, 7 days a week, and 365 days a year. Freestanding emergency rooms are also referred to as freestanding emergency departments. Freestanding emergency rooms are not urgent care centers or walk-in clinics.

Passive recreational facility – shall mean a generally undeveloped space or environmentally sensitive area with minimal development. Emphasis is placed on preservation of wildlife and the environment. These areas may be passive parks with unorganized and noncompetitive recreational activities, such as picnicking, nature observation, and walking that require minimal facilities or development and, as such, have minimum impact on the area. May include low-impact amenities like picnic tables, photo stands, open play areas, restrooms, and benches.

Section 2. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.01 “R-R Rural Residential”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

Section 33-17.01 R-R Rural Residential.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33-91.06(d)3</u> . Areas paved with impervious material must be included in the site's impervious surface calculation.

Section 3. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.02 “R-R1 – Suburban Single-Family Residential District” subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.02. R-R1—Suburban Single-Family Residential District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer,

except as listed in 33-91.06(d)3. Areas paved with impervious material must be included in the site's impervious surface calculation.

Section 4. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.03 “R-1AA- Single Family Dwelling District.”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.03. R-1AA—Single-Family Dwelling District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33-91.06(d)3.</u> Areas paved with impervious material must be included in the site's impervious surface calculation.

Section 5. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.0131 “R-1A- Single-Family Dwelling District.”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.031. R-1A—Single-Family Dwelling District

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3.</u> Paved areas must be included in the site's impervious surface calculation.

Section 6. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.04 “R-1B Single-Family Dwelling District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.04. R-1B—Single-Family Dwelling District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33-91.06(d)3.</u> Areas paved with impervious material must be included in the site's impervious surface calculation.

Section 7. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.05 “R-1 Single-Family Dwelling District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.05. R-1—Single-Family Dwelling District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33-91.06(d)3.</u> Areas paved with impervious material must be included in the site's impervious surface calculation.

Section 8. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.07 “R-2 Two-Family Dwelling District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.07. R-2—Two-Family Dwelling District

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3.</u> Paved areas must be included in the site's impervious surface calculation.

Section 9. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.08 “Multiple Family Dwelling District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.08. R-8—Multiple-Family Dwelling District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt, concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3.</u> Paved areas must be included in the site's impervious surface calculation.

Section 10. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.09 “Multiple Family Dwelling District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.09. R-12—Multiple-Family Dwelling District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 11. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.10 “Multiple Family Dwelling District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.10. R-16—Multiple-Family Dwelling District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 12. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.11 “R-M Residential Mobile Home District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.11. R-M—Residential Mobile Home District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
Parking on grass and sidewalks is prohibited. The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33-91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 13. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.12 “E-1 Educational District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.12. E-1—Educational District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation

Section 14. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.13 P-1 Professional Residential District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.13. P-1—Professional-Residential District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
A minimum of two, off-street parking spaces compliant with section 33-91.05(b) are required per residential unit.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 15. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.14 BR-Business Retail District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.14. BR—Business Retail District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is 10 feet. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Off-street parking spaces compliant with section 33-91 are required.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 16. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.15 C-1 Limited Neighborhood Commercial District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.15. C-1—Limited Neighborhood Commercial District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
--

The minimum required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Off-street parking spaces compliant with section 33-91 are required.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 17. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.16 C-2 General Commercial District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.16. C-2—General Commercial District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is 10 feet. io parking spaces compliant with section 33-91 are required. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent. Off-street parking spaces compliant with section 33-91 are required.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> .

Section 18. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.17 C-2A Downtown Commercial District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.17. C-2A—Downtown Commercial District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
The minimum separation required between vehicle use areas and the property line is 5 feet. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 19. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.18 Commercial Activity Core zoning category”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.18. C-2AC—Commercial Activity Core zoning category.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
A minimum ten-foot separation is required between vehicle use areas and the property line. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.

Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33- 91.06(d)3. Paved areas must be included in the site's impervious surface calculation.

Section 20. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.19 “Rail Spur Commercial District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.19. C-3—Rail Spur Commercial District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
A minimum ten-foot separation is required between vehicle use areas and the property line. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 21. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.20 “C-4 Wholesale Commercial District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.20. C-4—Wholesale Commercial District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
A minimum ten-foot separation is required between vehicle use areas and the property line. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 22. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the chart for Section 33-17.21 “M-1 Industrial District”, subsection (a) to be inserted into the existing chart under “Minimum Requirements for Driveways and Parking, by adding the new underlined language, to be read in full as follows:

33-17.21. M-1—Industrial District.

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING
A minimum ten-foot separation is required between vehicle use areas and the property line. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33- 91.06(d)3</u> . Paved areas must be included in the site's impervious surface calculation.

Section 23. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the Matrix for Section 33-91.03(f) “Number and type of parking spaces required”, by adding the new underlined language into the existing Matrix to be read in full as follows:

33-91.03 Number and type of parking spaces required.

(f) Matrix.

Health Services	Minimum off-street parking requirement	Notes
Convalescent, elder housing and nursing homes Medical and dental offices and clinics, hospitals, veterinary hospitals, doggie daycare, and clinics section 33-91- 01(c)3.	1 space/150 square feet of net floor area* *Computations per	
<u>Freestanding emergency room</u>	<u>1 space per 2 beds or exam rooms, whichever is greater, and one space per employee on maximum shift.</u>	
Entertainment and Recreation	Minimum off-street parking requirement	Notes
Arcades, games	1 space/200 square feet of net floor area*	*Computations per section 33-91-01(c)3.
Bowling alleys/billiard halls	4 spaces/alley plus 2 for each billiard table plus required parking for other uses on site	
Commercial stables	1 space/5 horses boarded on site	
Driving range (golf)	1 space/tee plus required parking for other uses on the site	
Golf course (regulation)	6 spaces/hole plus required parking for any other uses on the site	
Health club	1 space/150 square feet of	*Computations per section 33-91-01(c)3.
Miniature golf	3 space/hole plus required parking for any other uses on the site	
Parks (public and private)	To be determined by city commission	Parking study to be provided by developer.
<u>Passive recreation, open space, and trailheads</u>	<u>A minimum of 3 parking spaces, or as determined by the Planning Director</u>	
Skating rinks	1 space/100 square feet of net floor area* Skating rink shall be counted as floor area.	*Computations per section 33-91-01(c)3.
Tennis, handball, and racquetball facilities	2 spaces/court plus required parking for additional uses on the site	
Theaters, movie, multiscreen	1 space/3 seats plus 5 spaces for employees	
Theaters, movie, single screen	1 space/2 seats plus 5 spaces for employees	

Section 24. Chapter 33 of the Code of Ordinances of the City of DeLand is hereby amended by amending the Section 33-91.06, subsection (d)“Paving ” (3), by adding the new underlined language to be read in full as follows:

33-91.06(d) Paving.

3. In the following circumstances, paving of parking spaces is not required:
 - a. In all zoning districts, 50 percent of the parking spaces in excess of the minimum number of parking spaces required by this section may be unpaved.
 - b. For all churches and places of public assembly, those spaces in excess of the sum of handicapped spaces and those spaces needed on a Monday-through-Friday basis may be unpaved.
 - c. When a residential dwelling is converted to an office use in the P-1 professional residential zoning district, with the exception of handicapped parking spaces, the parking spaces may be unpaved.
 - d. When the parking is solely for the purpose of long-term storage of vehicles, "long-term storage" shall mean that vehicles are left in place for periods exceeding seven days.
 - e. For all bed and breakfast homestays and bed and breakfast inns.
 - f. Overflow parking as determined by the city during the site plan design and review process. Overflow parking stalls may be unpaved where the traffic movement lanes servicing the unpaved parking are paved. The unpaved parking needs to be stabilized in a manner allowing for both private vehicle use and access and use by emergency vehicles. Stalls shall be planted with grass or sod of a variety durable under such use and may be fitted with wheel stops designating individual spaces. Overflow parking shall be segregated from regular parking by landscaping or other divider (fencing, berms, gates, etc.) and curbs and wheel cuts need to be installed and secured in a manner which discourages casual use of these areas. Stormwater management for overflow and holiday parking must be included and addressed in the site's stormwater permit. Examples of overflow parking include parking for sports events and parking for holiday peak utilization.
 - g. Passive Recreation, Open Space, and Trailheads; must meet ADA requirements.

Section 25. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 26. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 27. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 1 through 24 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or

similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 25 through 28 shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the Code of Ordinances of the City of DeLand to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 28. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 6th day May, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: April 15, 2024
Adopted on second reading: May 06, 2024

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

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.

R-R RURAL RESIDENTIAL	
ALLOWED USES	
PRIMARY USES AND STRUCTURES	
Bed and breakfast homestay, accessory use only (See also section 33-27.03.)	
Family day care home.	
Mini and neighborhood parks.	
Single-family dwellings, except mobile homes.	
Colleges and universities—Colleges and universities, including class rooms, libraries, art centers, laboratories, offices, administration building and other university uses of a similar nature.	
Other uses—Other uses must be approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted therein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Accessory dwelling units.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries.	
Churches, houses of worship—Churches, houses of worship and religious institutions with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses—Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Government and public buildings and land uses.	
Private clubs and lodges.	
Private parks.	
Veterinary clinics/hospitals and pet grooming—Veterinary clinics, animal hospitals and pet grooming with outdoor boarding facilities and runs.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	1.09
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	100 feet
MINIMUM SIZE	40,000 square feet
Lots fronting on a curve must have a minimum 50-foot width at the street line.	
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots.	

Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	30 percent
Front setback	40 feet
Rear setback	40 feet
Interior side setback	15 feet
Street side setback	40 feet
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	900 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Areas paved with impervious material must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area.	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	

Created: 2023-10-18 10:14:32 [EST]

Permits are required for the placement and installation of accessory structures such as pools, storage sheds fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.

33-17.02. *R-R1—Suburban Single-Family Residential District.*

- (a) *Statement of intent.* The purpose of the R-R1 Suburban Single-Family Residential District is to provide a transitional area between rural residential and urban development patterns. The intent of the district is to allow and encourage future single-family development in these transitional areas and to preserve the character of existing suburban residential developments of a similar nature.

R-R1 SUBURBAN SINGLE-FAMILY RESIDENTIAL DISTRICT	
ALLOWED USES	
PRIMARY USES AND STRUCTURES	
Bed and breakfast homestay, accessory use only (See also section 33-27.03.)	
Family day care home.	
Mini and neighborhood parks.	
Single-family dwellings, except mobile homes.	
Other uses—Other uses must be approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted therein.	
CONDITIONAL USES (See also chapter 33, section 33-19)	
Community residential homes, single-family.	
Accessory dwelling units.	
SPECIAL EXCEPTIONS (See also chapter 33, section 33-18)	
Bed and Breakfast homestay, as allowed for in Section 33-27.03	
Cemeteries.	
Churches, houses of worship—Churches, houses of worship and religious institutions with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses—Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Government and public buildings and land uses.	
Private clubs and lodges.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	2.18
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	100 feet
MINIMUM SIZE	20,000 square feet

Created: 2023-10-18 10:14:32 [EST]

Lots fronting on a curve must have a minimum 50-foot width at the street line.	
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots.	
Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	35 percent
Front setback	30 feet
Rear setback	20 percent of lot depth, but not less than 20 feet. For residences, where 60% of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Interior side setback	12 feet
Street side setback	30 feet
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	900 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, <u>except as listed in 33-91.06(d)3g</u> . Areas paved with impervious material must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area.	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	

Created: 2023-10-18 10:14:32 [EST]

Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).
AGRICULTURE
Low intensity agriculture is permitted, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.
ACCESSORY STRUCTURES
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.

33-17.03. *R-1AA—Single-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-1AA Single-Family Residential District is to provide and encourage low-density residential neighborhoods in an urban setting for both existing and proposed developments.

R-1AA SINGLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also chapter 33, section 33-19)
Community residential homes, single-family.
Garden community (section 33-19.14).
Accessory dwelling units.
SPECIAL EXCEPTIONS (See also chapter 33, section 33-18)
Bed and Breakfast homestay, as allowed for in Section 33-27.03
Cemeteries.
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.
Community and regional parks.
Community gardens.
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.
Governmental and public building and land uses.
Private parks.
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.

MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	4.36
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	100 feet
MINIMUM SIZE	10,000 square feet
Lots fronting on a curve must have a minimum 50-foot width at the street line.	
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots.	
Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	40 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	15 feet
Street side setback	20 feet, provided the corner lot faces the same as all other lots on the street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	1,050 square feet
	Two story: Ground floor: 600 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Areas paved with impervious material must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit

Created: 2023-10-18 10:14:32 [EST]

MINIMUM REQUIREMENTS FOR TREE COVERAGE
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.
LANDSCAPING
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).
AGRICULTURE
Low intensity agriculture is permitted only as an accessory to single-family dwellings, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.
ACCESSORY STRUCTURES
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.

33-17.031. *R-1A—Single-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-1A Single-Family Residential District is to provide low density residential neighborhoods in an urban setting with less stringent development standards than the R-1AA district.

R-1A SINGLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also chapter 33, section 33-19)
Community residential homes, single-family.
Garden community (section 33-19.14).
Accessory dwelling units.
SPECIAL EXCEPTIONS (See also chapter 33, section 33-18)
Bed and Breakfast homestay, as allowed for in Section 33-27.03
Cemeteries.
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.
Community and regional parks.
Community gardens.

Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	5.28
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	75 feet corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a curve must have a minimum 50-foot width at the street line.
MINIMUM SIZE	8,250 square feet
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	40 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	12.5 feet
Corner lot: Street side setback	20 feet, provided the corner lot faces the same as all other lots on the street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	1,050 square feet.
	Two story: Ground floor: 600 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	

Created: 2023-10-18 10:14:32 [EST]

(Supp. No. 13)

SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted only as an accessory to single-family dwellings, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.	

33-17.04. *R-1B—Single-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-1B Single-Family Residential District is to provide affordable, low density residential neighborhoods in an urban setting with less stringent development standards and minimum floor area requirements than the R-1A district.

R-1B SINGLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also chapter 33, section 33-19)
Community residential homes, single-family.
Garden community (section 33-19.14).
Accessory dwelling units.
SPECIAL EXCEPTIONS (See also chapter 33, section 33-18)
Bed and Breakfast homestay, as allowed for in Section 33-27.03
Cemeteries.

Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including, but not limited to, the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	5.81
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	75 feet. Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.
MINIMUM SIZE	7,500 square feet
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	45 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	10 feet
Corner lot: Street side setback	20 feet, provided the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	900 square feet
	Two story: Ground floor: 600 square feet.
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer.	

Created: 2023-10-18 10:14:32 [EST]

(Supp. No. 13)

except as listed in 33-91.06(d)3g. Areas paved with impervious material must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted only as an accessory to single-family dwellings, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, Section 33-28, accessory structures.	

33-17.05. *R-1—Single-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-1 Single-Family Residential District is to provide medium density residential neighborhoods in an urban setting along with other limited nonresidential uses.

R-1 SINGLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Colleges and universities, including classrooms, libraries, art centers, laboratories, offices, administrative buildings and other university uses of a similar nature.
Family day care home.
Mini and neighborhood parks.
Single-family dwellings, except mobile homes.

Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Garden community (section 33-19.14).	
Accessory dwelling units.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Bed and Breakfast homestay, as allowed for in Section 33-27.03	
Cemeteries, churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	6.7
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	60 feet
MINIMUM SIZE	6,500 square feet. Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	50 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	7.5 feet
Corner lot: Street side setback	15 feet—Provided the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air	750 square feet

Created: 2023-10-18 10:14:32 [EST]

	Two story: Ground floor: 600 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Areas paved with impervious material must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
AGRICULTURE	
Low intensity agriculture is permitted only as an accessory to single-family dwellings, provided the use is consistent with the Comprehensive Plan and the requirements of section 33-27.05.	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article II, section 33-28, accessory structures.	

33-17.06. *Reserved.*

Editor's note(s)—Ord. No. 2019-10, § 3, adopted May 6, 2019, deleted § 33-17.06 entitled "R-1C—Single-Family Dwelling District."

33-17.07. *R-2—Two-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of the R-2 Two-Family Residential District is to provide medium density multifamily residential neighborhoods in an urban setting with a mixture of single-family, two-family, and limited nonresidential development.

R-2 TWO-FAMILY DWELLING	
ALLOWED USES	
PRIMARY USES AND STRUCTURES	
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)	
Family day care home.	
Mini and neighborhood parks.	
Two-family dwellings and duplexes.	
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Single-family dwellings, development must comply with R-1 standards.	
Garden community (section 33-19.14).	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries, churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre	11.62
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building setback line.	Single-family dwelling: 60 feet.
	Duplex: 75 feet. Where the duplex is subdivided for individual ownership; each unit in the duplex shall have a minimum lot width of 37.5 feet.
MINIMUM SIZE	Single-family dwelling: 6,500 square feet.
	Duplex: 7,500 square feet.

	Where the duplex is subdivided for individual ownership, each unit in the duplex shall have a minimum lot area of 3,750 square feet.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	50 percent
Front setback	30 feet
Rear setback	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side setback	7.5 feet
	In instances where the duplex is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Corner lot: Street side setback	15 feet, provided the corner lot faces the same as all other lots on street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air: single-family	750 square feet
	Single-family—Ground floor: 600 square feet
Minimum floor area under heat and air: Duplex	One story: 900 square feet
	Ground floor: 600 square feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g . Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees	

Created: 2023-10-18 10:14:32 [EST]

located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.
LANDSCAPING
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).
ACCESSORY STRUCTURES
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.
COMMUNITY DESIGN STANDARDS
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).

33-17.08. *R-8—Multiple-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of this district is to provide for a variety of multiple-family residential developments in an urban, medium density residential setting.

R-8 MULTIPLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Multiple-family dwellings.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also CHAPTER 33, section 33-19)
Community residential homes, single-family.
Community residential homes, multifamily.
Single-family dwellings including multiple single-family dwellings on a single lot.
Two-family dwellings.
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)
Cemeteries.
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.
Community and regional parks.
Community gardens.
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.
Governmental and public building and land uses.
Nursing (convalescent) homes, adult congregate-living facilities.
Private parks.

Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	Single-family dwelling: 60 feet
	Two-Family: 75 feet In instances where the two-family is being subdivided for individual ownership, each unit in the two-family shall have a minimum lot width of 37.5 feet.
	Multi-family: 75 feet.
MINIMUM SIZE	Single-family dwelling: 6,500 square feet Two-Family 7,500
	In instances where the two-family is being subdivided for individual ownership, each unit in the two-family shall have a minimum lot area of 3,750 square feet.
	Multi-family site: 10,000 square feet for first three units plus 5,500 square feet for each additional unit.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface: Single-family/Two-Family	50 percent
Maximum impervious surface: Multifamily	One-, two-, three-story: 50 percent.
	Four-story: 45 percent
	Five-story: 40 percent
	Six-story: 35 percent
SETBACKS: MULTIFAMILY	
Front	30 feet from project perimeter lot line.
Rear and side	20 feet from project perimeter lot line.
	40 feet from the project perimeter lot line when adjacent to single-family residential district. May be reduced to 20 feet if an eight-foot wall is used for visual screening.
Interior	All buildings shall be set back at least ten feet from all interior private roads and common parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet.

Spacing between buildings	The following minimum spacing shall be maintained between buildings: 25 feet between sides of buildings; 25 feet between sides and rear of adjacent buildings and 50 feet between any combination of fronts or rears of adjacent buildings.
SETBACKS: SINGLE-FAMILY AND TWO-FAMILY	
Front	30 feet
Rear	25 feet. For residences, where 60% of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback
Side	7.5 feet. In instances where the two-family is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Corner lot: Side street	15 feet, provided the corner lot faces the same as all other lots on the street.
Spacing between buildings (Multiple single-family dwellings on a single lot)	12 Feet
BUILDING DIMENSIONS	
Maximum height	Single and Two-Family: 35 feet Multi-family: 65 feet
Maximum length	150 feet
Minimum floor area under heat and air: Single-family	750 square feet Ground floor: 600 square feet
Minimum floor area under heat and air: Two-Family	750 square feet Ground floor: 600 square feet
Minimum floor area multifamily	Efficiency, no separate bedroom: 425 square feet
	One bedroom: 575 square feet
	Two + bedroom: 725 square feet plus 150 square feet per each additional bedroom
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt, concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA

Created: 2023-10-18 10:14:32 [EST]

Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. In instances where a multiple-family structure is being subdivided for individual ownership, required trees may be located within common areas of the project which are adjacent to the structures. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-17.09. *R-12—Multiple-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of this district is to provide for a variety of multiple-family residential developments in an urban, medium density residential setting.

R-12 MULTIPLE-FAMILY DWELLING
ALLOWED USES
PRIMARY USES AND STRUCTURES
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)
Family day care home.
Mini and neighborhood parks.
Multiple-family dwellings.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also Chapter 33, Section 33-19)
Community residential homes, single-family.
Community residential homes, multifamily.

Created: 2023-10-18 10:14:32 [EST]

Single-family dwellings.	
Two-family dwellings.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries.	
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Nursing (convalescent) homes, adult congregate-living facilities.	
Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	12
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	
Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	Single-family dwelling: 60 feet
	Two-Family: 75 feet
	In instances where the two-family is being subdivided for individual ownership; each unit in the two-family shall have a minimum lot width of 37.5 feet.
	Multi-family: 75 feet.
MINIMUM SIZE	
	Single-family dwelling: 6,500 square feet
	Two-Family: 7,500
	In instances where the two-family is being subdivided for individual ownership; each unit in the two-family shall have a minimum lot area of 3,750 square feet.
	Multi-family sites: 10,000 square feet for first three units plus 3,700 square feet for each additional unit.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface: Single-family and two-family	50 percent
Maximum impervious surface: Multifamily	One-, two-, three-story: 50 percent
	Four-story: 45 percent
	Five-story: 40 percent
	Six-story: 35 percent

Created: 2023-10-18 10:14:32 [EST]

SETBACKS: MULTIFAMILY	
Front	30 feet from project perimeter lot line
Rear and side	20 feet from project perimeter lot line
	40 feet from the project perimeter lot line when adjacent to single-family residential district. May be reduced to 20 feet if an eight-foot wall is used for visual screening.
	In instances where the duplex is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Interior	All buildings shall be set back at least ten feet from all interior private roads and parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet.
Spacing between buildings	The following minimum spacing shall be maintained between buildings: 25 feet between sides of buildings; 25 feet between sides and rear of adjacent buildings and 50 feet between any combination of fronts or rears of adjacent buildings.
SETBACKS: SINGLE-FAMILY AND TWO-FAMILY	
Front	30 feet
Rear	25 feet. For residences, where 60% of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback
Side	7.5 feet In instances where the two-family is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Corner lot: Side street	15 feet, provided the corner lot faces the same as all other lots on street.
Spacing between buildings (Multiple single-family dwellings on a single lot)	12 Feet
BUILDING DIMENSIONS	
Maximum height	Single and Two-Family: 35 feet Multi-family: 65 feet
Maximum length	150 feet
Minimum floor area under heat and air: Single-family	750 square feet Ground floor: 600 square feet
Minimum floor area under heat and air: Two-Family	750 square feet Ground floor: 600 square feet

Minimum floor area under heat and air: Multifamily	Efficiency, no separate bedroom: 425 square feet One bedroom: 575 square feet Two + bedroom: 725 square feet plus 150 square feet per each additional bedroom
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. In instances where a multiple-family structure is being subdivided for individual ownership, required trees may be located within common areas of the project which are adjacent to the structures. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, section 33-28, accessory structures.	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-17.10. *R-16—Multiple-Family Dwelling District.*

- (a) *Statement of intent.* The purpose and intent of this district is to provide for high-density multifamily residential living within the city in the older developed sections of DeLand, catering to the needs of those citizens desiring a spacious, well maintained and natural on-site environment near the city's downtown shopping area.

R-16 MULTIPLE-FAMILY DWELLING	
ALLOWED USES	
PRIMARY USES AND STRUCTURES	
Bed and breakfast homestay, accessory use only. (See also section 33-27.03.)	
Family day care home.	
Mini and neighborhood parks.	
Multiple-family dwellings.	
Private clubs and lodges.	
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
Community residential homes, multifamily.	
Single-family dwellings.	
Two-family dwellings.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries.	
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
Nursing (convalescent) homes, adult congregate-living facilities. Private parks.	
Home occupations are permitted in structures used as a residence without a development permit when conducted in accordance with section 33-27.01. Regulations governing other accessory uses appear in article III.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	16
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	
Lots fronting on a curve must have a minimum 50-foot width at the street line. Lots fronting on a cul-de-sac must have a minimum 25-foot lot	100 feet
	Multi-family: 75 feet

width at the street line and must meet the minimum lot width at the building setback line.	
MINIMUM SIZE	2,722.5 square feet per dwelling unit
	Multi-family sites: 10,000 square feet for first three units plus 2,725 square feet for each additional unit.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface: Multifamily	One-, two-, three-story: 50 percent
	Four-story: 45 percent
	Five-story: 40 percent
	Six-story: 35 percent
SETBACKS: MULTIFAMILY	
Front	30 feet from project perimeter lot line
Rear and side	20 feet from project perimeter lot line
	40 feet from the project perimeter lot line when adjacent to single-family residential district. May be reduced to 20 feet if an eight-foot wall is used for visual screening.
	In instances where the duplex is being subdivided for individual ownership, the interior side setback shall be reduced to 0 feet.
Interior	All buildings shall be set back at least ten feet from all interior private roads and common parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet.
Spacing between buildings	The following minimum spacing shall be maintained between buildings: 25 feet between sides of buildings; 25 feet between sides and rear of adjacent buildings and 50 feet between any combination of fronts or rears of adjacent buildings.
BUILDING DIMENSIONS	
Maximum height	65 feet
Maximum length	150 feet
Minimum floor area under heat and air: Multifamily	Efficiency, no separate bedroom: 425 square feet
	One bedroom: 575 square feet
	Two + bedroom: 725 square feet plus 150 square feet per each additional bedroom
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	

The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g . Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. In instances where a multiple-family structure is being subdivided for individual ownership, required trees may be located within common areas of the project which are adjacent to the structures. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
ACCESSORY STRUCTURES	
Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article III, Section 33-28 Accessory Structures.	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-17.11. *R-M—Residential Mobile Home District.*

- (a) *Statement of intent.* The mobile home is recognized as a specific form of housing for which accommodations should be provided. The R-M Mobile Home Park District is intended to apply to areas to be used for mobile home parks and provides appropriate standards as to density,

spacing, and use. No building, structure or part thereof shall be erected, altered, used on land or water, or used in whole or in part for other than mobile home parks unless and until the requirements of this district are met.

R-M RESIDENTIAL MOBILE HOME DISTRICT	
ALLOWED USES	
PRIMARY USES AND STRUCTURES	
Mobile homes for tenant residence, lease or rental. Mobile home sales of on-site lots or units. Buildings containing recreation or laundry facilities. Park management office buildings.	
Mini and neighborhood parks.	
Public, private or parochial schools.	
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.	
CONDITIONAL USES (See also Chapter 33, Section 33-19)	
Community residential homes, single-family.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Cemeteries.	
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Governmental and public building and land uses.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	6
MINIMUM LOT DIMENSIONS FOR INDIVIDUAL LOTS, SUBDIVISIONS	
MINIMUM WIDTH	50 feet
MINIMUM DEPTH	75 feet
MINIMUM SIZE	5,000 square feet
IF IRREGULAR LOT SHAPE	A minimum width of 25 feet shall apply, provided a minimum building line width of 50 feet is met at the required front yard setback line. Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.
MINIMUM SPACE DIMENSIONS FOR PARKS	
MINIMUM WIDTH	30 feet
MINIMUM DEPTH	80 feet

Created: 2023-10-18 10:14:32 [EST]

(Supp. No. 13)

Separation between units	15 feet
Separation from accessory units	7½ feet from mobile homes
SETBACKS FROM BOUNDARIES/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface:	50 percent
Perimeter setback	All mobile homes or accessory structures shall be located at least 40 feet from any project perimeter property line.
Other setbacks	All mobile homes shall be located at least 15 feet from any other property line.
Accessory structure setbacks	No mobile home accessory structure shall be closer than 7½ feet to any rear or side mobile home lot line, provided that when mobile homes are placed end to end and the opposing rear wall are staggered, there shall be a minimum clearance of ten feet.
Setbacks from internal streets	A minimum distance of ten feet. Permits are required for the placement and installation of accessory structures such as pools, storage sheds, fences and similar structures. Additional information is contained within article II, section 33-28, accessory structures.
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
Parking on grass and sidewalks is prohibited. The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
Visitor parking shall be provided at 0.5 spaces per unit.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENT FOR TREE COVERAGE	
Each lot must have at a minimum one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated	

Created: 2023-10-18 10:14:32 [EST]

tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.
LANDSCAPING
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).
TRAFFIC IMPACT ANALYSIS
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].
COMMUNITY DESIGN STANDARDS
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).

33-17.12. *E-1—Educational District.*

- (a) *Statement of intent.* The purpose and intent of this district is to provide the varied land uses associated with public and private primary and secondary schools and institutions of higher learning.

E-1 EDUCATIONAL DISTRICT
ALLOWED USES
PRIMARY USES AND STRUCTURES
Dormitories.
Single-family dwelling, except mobile homes.
Two-family dwellings.
Multifamily residential dwellings.
College and university land uses, including sorority and fraternity houses, recreational, athletic and other normal accessory uses of such colleges and universities.
Government facilities and land uses normally associated with the provision of government services, including city, county and state parks and recreation areas.
Public, private or parochial primary and secondary schools.
Day care facilities.
Private clubs and lodges.
Mini and neighborhood parks.
Communication towers per section 33-23.
Churches, houses of worship, and religious institutions, with their customary accessory educational and recreational uses and buildings.
Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
CONDITIONAL USES (See also Chapter 33, Section 33-19)

Communication towers per section 32-24.	
Community residential homes, single-family.	
Community residential homes, multifamily.	
Garden community (section 33-19.14).	
Printing and lithography establishments, not to exceed 2,000 square feet of floor area.	
Accessory dwelling units to single or two-family dwelling.	
SPECIAL EXCEPTIONS (See also Chapter 33, Section 33-18)	
Communication towers per section 32-24.	
Community and regional parks.	
Community gardens.	
Golf courses and appurtenant structures connected thereto, including but not limited to the clubhouse, storage rooms and locker rooms.	
Microwave, radio, telephone and television facilities and transmission towers.	
Regulations governing other accessory uses appear in article III.	
Shade structures over 800 square feet.	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	Single-family development, 4.3 two-family developments, 4.8 multi-family dwellings, 8.0.
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	Single- and Two-family dwelling: 75 feet
	Multi-family: 75 feet
	Nonresidential: No standards
MINIMUM SIZE	Single and Two-family dwelling: 7,500 square feet Multi-family sites: 10,000 square feet for first three units plus 2,725 square feet for each additional unit
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface: Educational	50 percent
Maximum impervious surface: Single-family, two family	50 percent
Maximum impervious surface: Multifamily	One-, two-, three-story: 50 percent
	Four-story: 45 percent
	Five-story: 40 percent
	Six-story: 30 percent
SETBACKS: EDUCATIONAL	
Front yard (building)	30 feet

Created: 2023-10-18 10:14:32 [EST]

Front yard (parking, slabs, courts and wall or fence not in excess of 6 feet in height)	20 feet
Side yard	0 feet
Side yard (abutting residentially zoned property)	15 feet
Rear yard	30 feet
SETBACKS: MULTIFAMILY	
Front	30 feet from project perimeter lot line
Rear and side	20 feet from project perimeter lot line
Interior	All buildings shall be set back at least ten feet from all interior private roads and common parking areas. An additional set back from private roads of one foot shall be required for every two feet of height for structures exceeding 35 feet.
Spacing between buildings	The following minimum spacing shall be maintained between buildings: 25 feet between sides of buildings; 25 feet between sides and rear of adjacent buildings and 50 feet between any combination of fronts or rears of adjacent buildings.
SETBACKS: SINGLE AND TWO-FAMILY	
Front	30 feet
Rear	25 feet. For residences, where 60 percent of neighboring residential structures within 500 feet have an existing lesser setback staff may approve a matching setback.
Side	15 feet
Corner lot: Side street	15 feet, provided the corner lot faces the same as all other lots on street.
Spacing between buildings (Multiple single-family dwellings on a single lot)	12 Feet
BUILDING DIMENSIONS	
Maximum height	65 feet
	One story: 900 square feet
Minimum floor area under heat and air: Single-family	Two story: Ground floor: 750 square feet
	Second floor: 500 square feet
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and ten feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	

Created: 2023-10-18 10:14:32 [EST]

Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1 acre per unit
Septic tank with public water supply	½ acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE—RESIDENTIAL	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. In instances where a multiple-family structure is being subdivided for individual ownership, required trees may be located within common areas of the project which are adjacent to the structures. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city. In a campus setting, the overall 15 percent tree preservation area must be maintained and may be used to meet this requirement.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY PROHIBITED	
No outdoor storage or display of equipment, supplies, merchandise, or personal property is permitted regardless of the nature of the principal development. (See also section 33-27.04.)	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all non-private residence developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-17.13. P-1—Professional-Residential District.

(a) Statement of intent.

1. It is the intent of this section to provide a zoning district wherein certain types of residential and professional uses are permitted such residential and other permitted uses are to be harmonious in appearance and have ample open space, which is extensively landscaped.
2. Further, this district is formulated to: (1) permit the conversion of certain older residential areas to combination of residences and restricted services; (2) provide a transition between existing commercial uses and adjacent residential areas but yet not adversely affected areas; and (3) encourage comprehensively planned professional residential office developments.

P-1 PROFESSIONAL-RESIDENTIAL DISTRICT		
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23		
MAXIMUM DENSITY ALLOWED		
Dwelling units per gross acre.	The maximum nonresidential density is 10,000 square feet of building per acre.	
DIMENSIONAL REQUIREMENTS		
MINIMUM LOT DIMENSIONS		
MINIMUM WIDTH	Single-family dwelling: 75 feet	
	Nonresidential: No standards	
MINIMUM SIZE	Single-family dwelling: 7,500 square feet	
	Nonresidential: No standards	
Lots fronting on a curve must have a minimum 50-foot width at the street line.		
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots.		
Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building setback line.		
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS		
Maximum impervious surface	60 percent	
SETBACKS	Dwellings	Other uses
Front yard	30	35
Side yard	10	15
Side yard (abutting street)	15	20
Rear yard	25	25
Accessory structure	Five feet to any property line	
BUILDING DIMENSIONS		
Maximum height	Residential: 35 feet	
	Nonresidential: 65 feet	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING		
The minimum separation required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.		
A minimum of two, off-street parking spaces compliant with section 33-91.05(b) are required per residential unit.		
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.		
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT		
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.		
MINIMUM REQUIREMENTS FOR WATER AND SEWER		
Application for and connection to municipal water and sewer is required within areas served by the city.		

MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic or aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
MINIMUM REQUIREMENTS FOR TREE COVERAGE—RESIDENTIAL	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area.	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY PROHIBITED	
No outdoor storage or display of equipment, supplies, merchandise, or personal property is permitted regardless of the nature of the principal development. (See also section 33-27.04.)	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-17.14. *BR—Business Retail District.*

- (a) *Statement of intent.* The purpose of this district is to provide for the retail and service needs of the DeLand area. This district does not provide for residential uses.

BR—BUSINESS RETAIL DISTRICT	
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23	
DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	75 feet
	9,000 square feet
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	70 percent
Front setback	20 feet
Side setback, abutting residentially zoned property	25 feet

Side setback, other	10 feet
Rear setback, abutting residentially zoned property	25 feet
Rear setback, other	10 feet
BUILDING DIMENSIONS	
Maximum height	80 feet
Floor area ratio	0.25
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is 10 feet. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Off-street parking spaces compliant with section 33-91 are required.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic tank with individual well	1-acre per unit
Aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
REQUIREMENTS FOR TREE COVERAGE	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city. Dedication of 15 percent of the property for tree preservation is required.	
LANDSCAPING AND SIGNS	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY	
Unless otherwise prohibited in the list of primary, conditional or special-exception uses for each zoning district, outdoor display of equipment, supplies, merchandise, or personal property is permitted in compliance with section 33-27.04.	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual	

Created: 2023-10-18 10:14:32 [EST]

or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].

COMMUNITY DESIGN STANDARDS

Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).

33-17.15. C-1—Limited Neighborhood Commercial District.

- (a) *Statement of intent.* The purpose of this district is to provide for the retail and service needs of adjacent residential areas. It permits both residential and nonresidential land uses, either freestanding or combined in a shared structure.

C-1 LIMITED NEIGHBORHOOD COMMERCIAL DISTRICT	
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	12
DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH Lots fronting on a curve must have a minimum 50-foot width at the street line. Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building set back line.	Single-family dwelling: 60 feet Duplex: 75 feet
MINIMUM SIZE	Single-family dwelling: 6,500 square feet Duplex: 7,500 square feet.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface, single-family, duplex and commercial	60 percent
NONRESIDENTIAL SETBACKS	
Front	30 feet
Side, abutting residentially zoned property	15 feet
Side, other	None
Rear, abutting residentially zoned property	30 feet
SINGLE-FAMILY AND DUPLEX SETBACKS	
Front	30 feet
Rear	25 feet
Side	7.5 feet. Corner lot treatment: On corner lots, the front yard setback of 30 feet must be maintained, but a 15-foot side yard setback will be permitted

Created: 2023-10-18 10:14:32 [EST]

(Supp. No. 13)

	on the side street provided the corner lot faces the same as all other lots on the street.
BUILDING DIMENSIONS	
Maximum height	35 feet
Minimum floor area under heat and air: Single-family	1,000 square feet
Two-story	Ground floor: 800 square feet
Minimum floor area under heat and air: Duplex	1,200 square feet
Two-story	Ground floor: 900 square feet
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum required between vehicle use areas and the property line is one foot for one- and two-family residences and 10 feet for all other uses. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Off-street parking spaces compliant with section 33-91 are required.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g . Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic tank with individual well	1-acre per unit
Aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
REQUIREMENTS FOR TREE COVERAGE	
Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area. Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city. Dedication of 15 percent of the property for tree preservation is required.	
LANDSCAPING AND SIGNS	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY PROHIBITED	
No outdoor storage or display of equipment, supplies, merchandise, or personal property is permitted regardless of the nature of the principal development. (See also section 33-27.04.)	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT)	

Created: 2023-10-18 10:14:32 [EST]

ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].

COMMUNITY DESIGN STANDARDS

Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).

33-17.16. C-2—General Commercial District.

- (a) *Statement of intent.* The purpose of this zoning district is to provide for the general retail and service needs of the DeLand area. The uses that are permitted will draw from a wider area than the uses allowed in the neighborhood commercial zoning district.

C-2—GENERAL COMMERCIAL DISTRICT	
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	16
DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	75 feet
MINIMUM SIZE	9,000 square feet.
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	60 (Mixed Use) to 70 (Highway Commercial) percent (dictated by land use designation)
Front setback	20 feet
Side setback, abutting residentially zoned property	25 feet
Side setback, abutting street	20 feet
Side setback, other	10 feet
Rear setback, abutting residentially zoned property	25 feet
Rear setback, other	10 feet
BUILDING DIMENSIONS	
Maximum height	80 feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is 10 feet. Off-street parking spaces compliant with section 33-91 are required. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent. Off-street parking spaces compliant with section 33-91 are required.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g.	

Visitor parking shall be provided at 0.5 spaces per unit.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic tank with individual well	1-acre per unit
Aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
REQUIREMENTS FOR TREE COVERAGE	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city. Dedication of 15 percent of the property for tree preservation is required.	
LANDSCAPING AND SIGNS	
Landscaped buffers are required along street frontages where are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY	
Unless otherwise prohibited in the list of primary, conditional or special-exception uses for each zoning district, outdoor display of equipment, supplies, merchandise, or personal property is permitted in compliance with section 33-27.04.	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-17.17. C-2A—Downtown Commercial District.

- (a) *Statement of intent.* The purpose of this zoning district is to provide for residential, retail, and service needs of the Central Business District (CBD). The list of permitted uses contains those land uses that are oriented to the downtown area.

C-2A DOWNTOWN COMMERCIAL DISTRICT
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23
MAXIMUM DENSITY ALLOWED

The maximum density allowed in this district is 20 dwelling units per gross acre.	
DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	None
MINIMUM SIZE	None
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	None
Setbacks	None
BUILDING DIMENSIONS	
Maximum height	80 feet
MINIMUM FLOOR AREA UNDER HEAT AND AIR: MULTIFAMILY	
Efficiency (no separate bedroom)	No Minimum
One bedroom	No Minimum
Two + bedroom	No Minimum
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
The minimum separation required between vehicle use areas and the property line is 5 feet. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
REQUIREMENTS FOR TREE COVERAGE	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
LANDSCAPING AND SIGNS	
Sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33). Landscaped buffers are not required along street frontages	
OUTDOOR STORAGE AND DISPLAY	
Unless otherwise prohibited in the list of primary, conditional or special-exception uses for each zoning district, outdoor display of equipment, supplies, merchandise, or personal property is permitted in compliance with section 33-27.04.	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with	

Created: 2023-10-18 10:14:32 [EST]

a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].
COMMUNITY DESIGN STANDARDS
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).
HISTORICAL DESIGNATION
A portion of the C-2A zoning district lies within the DeLand historical overlay. Additional criteria may apply to development and/or redevelopment in these areas.

33-17.18. C-2AC—Commercial Activity Core zoning category.

- (a) *Statement of intent.* The Commercial Activity Core zoning category is designed to provide an activity core of regional-scale development with a variety of land uses. These districts are designed to create incentives for in fill development and redevelopment of existing commercial lease space. Aesthetics are of critical importance along these entry corridors, which are located along major arterial roadways. The purpose of this zoning category is to provide flexibility in the use of commercial lease space in local shopping centers, particularly those with low occupancy rates.

C-2AC COMMERCIAL ACTIVITY CORE ZONING CATEGORY	
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23	
MAXIMUM DENSITY ALLOWED	
Dwelling units per gross acre.	20
DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	None
MINIMUM SIZE	None
Lots fronting on a curve must have a minimum 50-foot width at the street line.	
Corner lots must be 15 percent greater in width and area than the minimum requirement for interior lots. Lots fronting on a cul-de-sac must have a minimum 25-foot lot width at the street line and must meet the minimum lot width at the building setback line.	
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	75 percent
Front setback	20 feet
Side setback, abutting residentially zoned property	25 feet
Side setback, abutting street	20 feet
Side setback, other	10 feet
Rear setback, abutting residentially zoned property	25 feet
Rear setback, other	10 feet
BUILDING DIMENSIONS	
Maximum height	55 feet
ADDITIONAL REQUIREMENTS	

Created: 2023-10-18 10:14:32 [EST]

MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
A minimum ten-foot separation is required between vehicle use areas and the property line. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the State.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic tank with individual well	1-acre per unit
Aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
REQUIREMENTS FOR TREE COVERAGE	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city.	
Dedication of 15 percent of the property for tree preservation is required.	
LANDSCAPING AND SIGNS	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY	
Unless otherwise prohibited in the list of primary, conditional or special-exception uses for each zoning district, outdoor display of equipment, supplies, merchandise, or personal property is permitted in compliance with section 33-27.04.	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-17.19. C-3—Rail Spur Commercial District.

- (a) *Statement of intent.* The purpose of the C-3 district is to provide for limited commercial land uses which may not adversely affect nearby dwellings or properties due to truck traffic, excess automobile traffic, or any use that causes the emission of excess noise, vibrations, odors, fumes, dust, dirt, gas, or intrusive artificial lighting. Due to its proximity to residential neighborhoods, increased buffering between adjacent residential uses is provided.

C-3 RAIL SPUR COMMERCIAL DISTRICT	
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23	
MAXIMUM DENSITY ALLOWED	
None	
DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	None
MINIMUM SIZE	None
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	60 percent (dictated by land use designation)
Front setback, abutting residentially zoned property	25 feet
Front setback, other	10 feet
Side setback, abutting residentially zoned property	25 feet
Side setback, abutting street	20 feet
Side setback, other	10 feet
Rear setback, abutting residentially zoned property	25 feet
Rear setback, other	10 feet
Maximum height	
Adjacent to residential	20 feet
Adjacent to nonresidential	35 feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
A minimum ten-foot separation is required between vehicle use areas and the property line. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation. Compacted gravel or milled asphalt may be proposed for overflow parking in accordance with section 33-91.06(d)3.f.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	

Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic tank with individual well	1-acre per unit
Aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
REQUIREMENTS FOR TREE COVERAGE	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city. Dedication of 15 percent of the property for tree preservation is required.	
LANDSCAPING AND SIGNS	
Landscaped buffers are required along street frontages where developments proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY PROHIBITED	
No outdoor storage or display of equipment, supplies, merchandise, or personal property is permitted regardless of the nature of the principal development. (See also section 33-27.04.)	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-17.20. C-4—Wholesale Commercial District.

- (a) *Statement of intent.* The purpose of this zoning district is to provide for the heavy commercial, limited manufacturing, warehousing, and contractor office needs of the city.

C-4 WHOLESALE COMMERCIAL DISTRICT	
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23	
DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	None
MINIMUM SIZE	None
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	60 percent

Front setback, abutting residentially zoned property	25 feet
Front setback, other	10 feet
Side setback, abutting residentially zoned property	25 feet
Side setback, abutting street	20 feet
Side setback, other	10 feet
Rear setback, abutting residentially zoned property	25 feet
Rear setback, other	10 feet
BUILDING DIMENSIONS	
Maximum height	65 feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
A minimum ten-foot separation is required between vehicle use areas and the property line. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g . Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	
MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic tank with individual well	1-acre per unit
Aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
REQUIREMENTS FOR TREE COVERAGE	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city. Dedication of 15 percent of the property for tree preservation is required.	
LANDSCAPING AND SIGNS	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY	
Unless otherwise prohibited in the list of primary, conditional or special-exception uses for each zoning district, outdoor display of equipment, supplies, merchandise, or personal property is permitted in compliance with section 33-27.04.	

Created: 2023-10-18 10:14:32 [EST]

TRAFFIC IMPACT ANALYSIS
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].
COMMUNITY DESIGN STANDARDS
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).

33-17.21. M-1—Industrial District.

- (a) *Statement of intent.* The purpose of this zoning district is to provide for the general wholesale, warehousing, and industrial needs of the city. Retail activities are permitted only as accessory to primary uses.

M-1 INDUSTRIAL DISTRICT	
ALLOWED USES: Uses allowed in this district appear in Table 33-17.23	
DIMENSIONAL REQUIREMENTS	
MINIMUM LOT DIMENSIONS	
MINIMUM WIDTH	75 feet—Standard does not apply to the aviation overlay
MINIMUM SIZE	9,000 square feet
SETBACKS/BUILDING SEPARATION/IMPERVIOUS SURFACE LIMITATIONS	
Maximum impervious surface	70 percent
Front setback, abutting US 92	50 feet
Front setback, other	35 feet
Side setback, abutting street	30 feet
Side setback, other	10 feet
Rear setback	25 feet
BUILDING DIMENSIONS	
Maximum height	65 feet
ADDITIONAL REQUIREMENTS	
MINIMUM REQUIREMENTS FOR DRIVEWAYS AND PARKING	
A minimum ten-foot separation is required between vehicle use areas and the property line. Staff may adjust in conjunction with redevelopment or change in use where the separation is less or absent.	
Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, except as listed in 33-91.06(d)3g. Paved areas must be included in the site's impervious surface calculation.	
MINIMUM REQUIREMENT FOR STORMWATER MANAGEMENT	
Stormwater generated by, during and after construction or improvement must be contained on-site or within a communal stormwater collection and management system permitted by the state.	

MINIMUM REQUIREMENTS FOR WATER AND SEWER	
Application for and connection to municipal water and sewer is required within areas served by the city.	
MINIMUM REQUIREMENTS FOR LOTS WHERE SEPTIC TANKS ARE USED	
SEWER/WATER SYSTEM	LOT AREA
Septic tank with individual well	1-acre per unit
Aerobic tank with individual well	1-acre per unit
Septic tank with public water supply	½-acre per unit
REQUIREMENTS FOR TREE COVERAGE	
Historic trees and trees utilized to meet the minimum tree protection requirement or trees located inside a designated tree protection area, as defined in article VI of chapter 33, may not be removed without application and approval of a permit by the city. Dedication of 15 percent of the property for tree preservation is required.	
LANDSCAPING AND SIGNS	
Landscaped buffers are required along street frontages where developments are proposed (article VIII of chapter 33). Additional buffer and sign requirements apply to developments within and/or along special overlay districts (article IV of chapter 33).	
OUTDOOR STORAGE AND DISPLAY	
Unless otherwise prohibited in the list of primary, conditional or special-exception uses for each zoning district, outdoor display of equipment, supplies, merchandise, or personal property is permitted in compliance with section 33-27.04.	
TRAFFIC IMPACT ANALYSIS	
Calculation and submittal of average annual daily trips is required for all developments. The developer of any development which will generate 1,000 or more average annual daily trip (AADT) ends per day, as determined by reference to the Institute of Traffic Engineers Trip Generation Manual or to locally derived trip generation rates accepted by the city as accurate, shall provide the city with a traffic impact analysis prepared by a qualified traffic engineer at the time application is made for approval of a site plan or preliminary plat. See also section [33-41.04(a)1.].	
COMMUNITY DESIGN STANDARDS	
Site and building aesthetics need to comply with the Community Design Standards (article VIII, section 33-94).	

33-91.03(f) Parking Matrix

Health Services	Minimum off-street parking requirement	Notes
Convalescent, elder housing and nursing homes		
Medical and dental offices and clinics, hospitals, veterinary hospitals, doggie daycare, and clinics	1 space/150 square feet of net floor area*	*Computations per section 33-91-01(c)3.
Freestanding emergency room	1 space per 2 beds or exam rooms, whichever is greater, and one space per employee on maximum shift.	
Entertainment and Recreation	Minimum off-street parking requirement	Notes
Arcades, games	1 space/200 square feet of net floor area*	*Computations per section 33-91-01(c)3.
Bowling alleys/billiard halls	4 spaces/alley plus 2 for each billiard table plus required parking for other uses on site	
Commercial stables	1 space/5 horses boarded on site	
Driving range (golf)	1 space/tee plus required parking for other uses on the site	
Golf course (regulation)	6 spaces/hole plus required parking for any other uses on the site	
Health club	1 space/150 square feet of net floor area*	*Computations per section 33-91-01(c)3.
Miniature golf	3 space/hole plus required parking for any other uses on the site	
Parks (public and private)	To be determined by city commission	Parking study to be provided by developer.
Passive recreation, open space, and trailheads	A minimum of 3 parking spaces, or as determined by the Planning Director	
Skating rinks	1 space/100 square feet of net floor area*	Skating rink shall be counted as floor area. *Computations per section 33-91-01(c)3.
Tennis, handball, and racquetball facilities	2 spaces/court plus required parking for additional uses on the site	
Theaters, movie, multiscreen	1 space/3 seats plus 5 spaces for employees	
Theaters, movie, single screen	1 space/2 seats plus 5 spaces for employees	

33-91.06(d) *Paving.*

1. Except as provided in [subsections] 3. and 5. below, all areas reserved for off-street parking spaces, loading zones and/or vehicle use areas, in accordance with the requirements of this section, shall have one of the following surface treatments: (a) concrete; (b) asphalt concrete; or (c) an industry recognized porous paving system such as Turf Stone*, porous concrete, Grass Pave*, or other types of paver blocks. All surface treatments shall be installed to comply with all relevant industry standards and the standards of the City of DeLand. Manufacturer's data providing product details shall be submitted to the city engineer. The city engineer shall determine the percent impervious value of the proposed material accordingly.

*Indicates specific proprietary paving system.

2. Parking spaces shall be delineated in accordance with the regulations of this section and arranged to allow ingress and egress to each space.
3. In the following circumstances, paving of parking spaces is not required:
 - a. In all zoning districts, 50 percent of the parking spaces in excess of the minimum number of parking spaces required by this section may be unpaved.
 - b. For all churches and places of public assembly, those spaces in excess of the sum of handicapped spaces and those spaces needed on a Monday-through-Friday basis may be unpaved.
 - c. When a residential dwelling is converted to an office use in the P-1 professional residential zoning district, with the exception of handicapped parking spaces, the parking spaces may be unpaved.
 - d. When the parking is solely for the purpose of long-term storage of vehicles, "long-term storage" shall mean that vehicles are left in place for periods exceeding seven days.
 - e. For all bed and breakfast homestays and bed and breakfast inns.
 - f. Overflow parking as determined by the city during the site plan design and review process. Overflow parking stalls may be unpaved where the traffic movement lanes servicing the unpaved parking are paved. The unpaved parking needs to be stabilized in a manner allowing for both private vehicle use and access and use by emergency vehicles. Stalls shall be planted with grass or sod of a variety durable under such use and may be fitted with wheel stops designating individual spaces. Overflow parking shall be segregated from regular parking by landscaping or other divider (fencing, berms, gates, etc.) and curbs and wheel cuts need to be installed and secured in a manner which discourages casual use of these areas. Stormwater management for overflow and holiday parking must be included and addressed in the site's stormwater permit. Examples of overflow parking include parking for sports events and parking for holiday peak utilization.

g. Passive Recreation, Open Space, and Trailheads.

4. All redevelopment projects that require Class II, III or IV site plans shall be required to meet the paving requirements of Section 3903 to the fullest extent possible. Due to site limitations the technical review committee, planning board or the city commission, depending on the type of site plan may allow modifications that still meet the intent of the regulations. For redevelopment, alternative pavement may be proposed for a portion of the required off street parking where:
 - a. The alternative pavement is crushed concrete or equivalent, excludes mulch and other vegetative and/or readily degraded material, is approved by the city engineer and is accessed by a paved drive lane.

- b. Acceptable applications may include: pick up and drop off travel lanes for schools and day care facilities; continued use of existing gravel parking that is currently well maintained and in good repair; in the rear of buildings for employee parking; overflow and overnight fleet parking; conversion of a historic residential building to nonresidential; and where low traffic volume uses such as appointment only beauty salons and similar personal service facilities with three or less stations are proposed (excluding such uses as medical offices, utility collection services and other high traffic turnover uses).
 - c. In the event a land use change(s) is proposed at a site utilizing approved alternative pavement for on-site parking, and the proposed new use does not meet the criteria in [subsection] b. above and/or the new use requires additional parking not currently provided, the previously allowed alternative pavement parking needs to be upgraded to meet the general pavement requirements in effect at that time.
- 5. The city must approve the design of unpaved parking areas and stormwater must be based upon the assumption that all parking spaces, drives, and aisles are paved. All plans for unpaved parking and all stormwater calculations shall be properly signed and sealed by a Florida registered professional engineer.
- 6. Vehicle overhang areas may be paved or unpaved, but, if unpaved, may not be counted as landscape area. The vehicle overhang area is that area, not to exceed two feet in depth, between the wheel stop and end of the parking space.

**PLANNING STAFF REPORT
CITY OF DELAND PLANNING BOARD
March 13, 2024**

APPLICATION NO: LDR24-44

APPLICANT: City of DeLand

REQUEST: City-Initiated Land Development Regulations Text Amendment to Modify the Parking Requirements for Passive Recreation, Open Space, and Trailheads; Paving Requirements for Passive Recreation Facilities; and Add a Parking Requirement for Stand-alone Emergency Rooms

APPLICABLE ORDINANCES: *Sec. 33-135. Procedure for text amendments.*

33-135.01(a) Amendments to the text of this chapter may be initiated by the city or upon application of any interested person.

33-135.12(b) The Planning Board shall review proposed changes in this chapter, which shall make a recommendation to the City Commission prior to final action adopting or not adopting the amendment. However, at the request of the Planning Board or the City Commission, or in the discretion of the City Manager, proposed amendments may be taken directly to the City Commission for action.

LOCATION: City-wide

STAFF SUMMARY:

The current Land Development Regulations provide for off-street parking and loading requirements for specific land uses. The parking matrix includes a variety of uses, but is not an all-inclusive list. As new uses are created over time, the parking matrix must be updated to reflect these new uses.

Typically, emergency rooms are associated with hospitals. However, over the last 10 years, stand-alone emergency rooms have become more common. These uses typically have a different parking demand than hospitals or clinics. The City's Land Development Regulations currently have a parking requirement for a medical service category that includes medical and dental offices and clinics, hospitals, veterinary hospitals and clinics, and doggie daycare facilities were parked at the same rate – 1 space/150 square feet of net floor area.

However, staff has reviewed other cities' regulations and found that the hospital and medical clinic parking requirement in the City's development regulations is much higher than that anticipated for a stand-alone emergency room. Staff is proposing to add a separate line in the parking matrix for stand-alone emergency rooms and require that ***1 space per two beds or exam rooms (whichever is greater) plus one space per employee on maximum shift*** be added to the parking matrix.

The Land Development Regulations also do not have specific requirements for passive

recreational uses. Uses such as natural open space areas, passive parks, and trailheads have a lower parking demand than active recreational uses such as amenitized parks and playgrounds. Staff is proposing to add a line to the parking matrix for passive recreation, open space, and trailheads and set a minimum parking requirement of 3 spaces, at least one of which must be ADA accessible. A provision would be added to allow the Planning Director to require more spaces if the passive recreational area or the anticipated parking demand will be greater than normal.

33-91.03(f) Parking Matrix

Health Services	Minimum off-street parking requirement	Notes
Convalescent, elder housing and nursing homes		
Medical and dental offices and clinics, hospitals, veterinary hospitals, doggie daycare, and clinics	1 space/150 square feet of net floor area*	*Computations per section 33-91-01(c)3.
Freestanding emergency room	1 space per two beds or exam rooms (whichever is greater) plus one space per employee on maximum shift	
Entertainment and Recreation	Minimum off-street parking requirement	Notes
Arcades, games	1 space/200 square feet of net floor area*	*Computations per section 33-91-01(c)3.
Bowling alleys/billiard halls	4 spaces/alley plus 2 for each billiard table plus required parking for other uses on site	
Commercial stables	1 space/5 horses boarded on site	
Driving range (golf)	1 space/tee plus required parking for other uses on the site	
Golf course (regulation)	6 spaces/hole plus required parking for any other uses on the site	
Health club	1 space/150 square feet of net floor area*	*Computations per section 33-91-01(c)3.
Miniature golf	3 space/hole plus required parking for any other uses on the site	
Parks (public and private)	To be determined by city commission	Parking study to be provided by developer.
Passive recreation, open space, and trailheads	A minimum of 3 parking spaces, one of which must meet ADA requirements, or as determined by the Planning Director	
Skating rinks	1 space/100 square feet of net floor area*	Skating rink shall be counted as floor area. *Computations per section 33-91-01(c)3.
Tennis, handball, and	2 spaces/court plus required parking for	

racquetball facilities	additional uses on the site	
Theaters, movie, multiscreen	1 space/3 seats plus 5 spaces for employees	
Theaters, movie, single screen	1 space/2 seats plus 5 spaces for employees	

The Land Development Regulations, requires that all parking areas be paved, except in specific circumstances as outlined in Section 33-91.06(d). Staff is proposing to add passive recreation, open space, and trailheads to the list of paving exceptions.

33-91.06(d) Paving.

1. Except as provided in [subsections] 3. and 5. below, all areas reserved for off-street parking spaces, loading zones and/or vehicle use areas, in accordance with the requirements of this section, shall have one of the following surface treatments: (a) concrete; (b) asphalt concrete; or (c) an industry recognized porous paving system such as Turf Stone*, porous concrete, Grass Pave*, or other types of paver blocks. All surface treatments shall be installed to comply with all relevant industry standards and the standards of the City of DeLand. Manufacturer's data providing product details shall be submitted to the city engineer. The city engineer shall determine the percent impervious value of the proposed material accordingly.

*Indicates specific proprietary paving system.

2. Parking spaces shall be delineated in accordance with the regulations of this section and arranged to allow ingress and egress to each space.

3. **In the following circumstances, paving of parking spaces is not required:**

- a. In all zoning districts, 50 percent of the parking spaces in excess of the minimum number of parking spaces required by this section may be unpaved.
- b. For all churches and places of public assembly, those spaces in excess of the sum of handicapped spaces and those spaces needed on a Monday-through-Friday basis may be unpaved.
- c. When a residential dwelling is converted to an office use in the P-1 professional residential zoning district, with the exception of handicapped parking spaces, the parking spaces may be unpaved.
- d. When the parking is solely for the purpose of long-term storage of vehicles, "long-term storage" shall mean that vehicles are left in place for periods exceeding seven days.
- e. For all bed and breakfast homestays and bed and breakfast inns.
- f. Overflow parking as determined by the city during the site plan design and review process. Overflow parking stalls may be unpaved where the traffic movement lanes servicing the unpaved parking are paved. The unpaved parking needs to be stabilized in a manner allowing for both private vehicle use and access and use by emergency vehicles. Stalls shall be planted with grass or sod of a variety durable under such use and may be fitted with wheel stops designating individual spaces. Overflow parking shall be segregated from regular parking by landscaping or other divider (fencing, berms, gates, etc.) and curbs and wheel cuts need to be installed and secured in a manner which discourages casual use of these areas. Stormwater management for overflow and holiday parking must be included and addressed in the site's stormwater permit. Examples of overflow parking include parking for sports events and parking for holiday peak utilization.

g. Passive Recreation, Open Space, and Trailheads.

Each of the zone districts (Section 33-17 Zoning Districts) also contain specific **Minimum Requirements for Driveways and Parking** in each of the Zone District Standards tables. Staff is proposing to revise each of these of these sections to reference the paving exceptions found in 33-91.06(d)3.

Specifically, “Parking on grass and sidewalks is prohibited. Vehicle use areas must be paved or improved with concrete, asphalt concrete or industry recognized porous paving approved by the city's engineer, **except as listed in 33-91.06(d)3g**. Areas paved with impervious material must be included in the site's impervious surface calculation.” Each of the Zoning District table has been attached to this staff report.

These proposed changes will provide a specific parking standard for the newer use of Stand-Alone Emergency Room and provide for reduced parking standards for passive recreational facilities in the City.

STAFF RECOMMENDATION: Staff recommends that the Planning Board forward this proposed text amendment, project number LDR24-44, Text Amendment Text Amendment to Modify the Parking Requirements for Passive Recreation, Open Space, and Trailheads; Paving Requirements for Passive Recreation Facilities; and Add a Parking Requirement for Stand-alone Emergency Rooms, to the City Commission for review and approval.

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: First Reading of Ordinance Amending and Restating the Summit Place Planned Development Agreement. Cont'd From 04-15-24 Mtg.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A- To Ordinance, Exhibit B - To Ordinance, Exhibit B Summit PD, Exhibit C Summit PD, Z23-250 Staff Report - Summit Place PD Rezone, Z23-250 Zoning Map, Z23-250 Aerial Map

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

The applicant, Mark Watts, Esq., Cobb Cole, is requesting to amend the existing zoning designation from City of DeLand's Summit Place PD to City of DeLand's First Amended and Restated Summit Place PD. In an effort to "clean up" the Summit Place Planned Development Agreement, the applicant is requesting to amend and restate the PD to encompass:

- Setting a total number of 300 Multi-Family residential units in the Summit Place PD. The Summit Place PD and the Gateway East PD had a total residential unit count of 480 residential units.
- Severing the connection to the Gateway East PD by providing a separate unit cap for Summit Place, rather than a shared unit cap between the Summit Place PD and the Gateway East PD.
- Reducing the required minimum amount of guest parking from 0.5/spaces per unit to 0.25/spaces per unit
- Stating and listing the allowed and permitted uses and development standards listed, rather than referencing the Land Development Regulations
- Adding additional requirements for Low Impact Development and Dark Sky Lighting.
- Adding standards for townhome units
- Including a phasing plan
- Including signage requirements and materials to create a cohesive sign package for the development area
- Adding requirements for Florida Friendly Landscaping.

This first reading was originally scheduled for the April 15, 2024 Commission meeting. However, it was continued to allow further refinement of the proposed PD language.

At their March 13, 2024, meeting, the Planning Board recommended approval of the amendment. Since the Planning Board's approval, the applicant has reduced the number of residential units from 302 to 300, and additional language clarifying the buffer along McKenzie road and exterior townhome units.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

The amended zoning of the property allows for implementation of the City's Sustainability Action Plan through the conditions of the PD Development Agreement.

FISCAL IMPACT:

Residential and Commercial development of this property, and the inclusion of the new units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve first reading of the rezoning of this property from Summit Place PD to First Amended And Restated Summit Place Planned Development

BACKGROUND/DISCUSSION:

In 1994, the City of DeLand Planning Board and City Commission approved the rezoning from Volusia County A-3, *Transitional Agriculture & R-3, Urban Single Family* to City of DeLand Planned Development, Twelve Oaks PD and Royal Oaks PD. The two Planned Developments had verbiage complimenting each other and tying them together as "sister" PD's through shared commercial uses, maximum number of residential units, buffer requirements and connectivity.

In 2010, both the Royal Oaks and Twelve Oaks PD's expired due to no development applications submitted.

In 2014, the Planning Board and City Commission approved to rezone a portion of the Royal Oaks PD (+/- 66.46 acres) to Summit Place PD and a portion of the Twelve Oaks PD (+/- 65.08 acres) to Gateway East PD. The two Planned Developments retained verbiage complimenting each other and tying them together as "sister" PD's through shared commercial uses, maximum number of residential units, buffer requirements and connectivity.

The applicant is now requesting to amend the existing Summit Place PD (approved in 2014) to First Amended and Restated Summit Place PD and sever the connection to Gateway East PD (approved in 2014), therefore no longer being "sister" PD's.

However, the City of DeLand Comprehensive Plan Future Land Use Element, the Lake Winnemissett Gateway Corridor Plan still connects the two PD's. Therefore, the new amendments are held to the maximum 480 units through this Comprehensive Plan element, that may be split among the two PD's. The proposed First Amended and Restated Summit Place PD will retain the majority of the number of units (300 multifamily units) with some commercial/mixed uses.

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM SUMMIT PLACE PLANNED DEVELOPMENT TO FIRST AMENDED AND RESTATED SUMMIT PLACE PLANNED DEVELOPMENT ON PROPERTY LOCATED SOUTHWEST OF DAYTONA STATE COLLEGE, NORTHWEST CORNER OF INTERSTATE 4 AND NORTH SUMMIT AVENUE (COUNTY ROAD 4139) AND A PORTION OF NORTH EAST CORNER OF INTERSTATE 4 AND NORTH SUMMIT AVENUE (COUNTY ROAD 4139); APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY +/- 66.46 ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Mark Watts, Esq., agent for the owner, of approximately +/- 66.46 acres of land located southwest of Daytona State College, northwest corner of Interstate 4 and North Summit Avenue (County Road 4139) and a portion of northeast corner of Interstate 4 and North Summit Avenue (County Road 4139), which is more particularly described in the legal description attached hereto as Exhibit “A” and by this reference made a part hereof;

WHEREAS, the Applicant has applied for a change of zoning designation from Summit Place Planned Development to First Amended and Restated Summit Place 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 current PD 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 Gateway/Activity Center 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 Summit Place Planned Development to First Amended and Restated Summit Place Planned Development of approximately +/- 66.46 acres of land, located southwest of Daytona State College, northwest corner of Interstate 4 and North Summit Avenue (County Road 4139) and a portion of northeast corner of Interstate 4 and North Summit Avenue (County Road 4139).

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 First Amended and Restated Summit Place 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 First Amended and Restated Summit Place 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 _____, 2024.

Christopher M. Cloudman
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

1 **EXHIBIT "A"**

2 **Legal Description**

3 A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY,
4 FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

5
6 COMMENCE AT SOUTHEAST CORNER OF THE NORTH 7 CHAINS OF THE SOUTHEAST 1/4 OF THE
7 NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AND RUN SOUTH 00°22'01"
8 EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30
9 EAST, A DISTANCE OF 97.23 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE,
10 RUN NORTH 89° 34'48" EAST, A DISTANCE OF 115.05 FEET; THENCE RUN NORTH 39°30'34" EAST, A
11 DISTANCE OF 234.81 FEET; THENCE RUN NORTH 73°26'58" EAST, A DISTANCE OF 328.99 FEET; THENCE
12 RUN SOUTH 83°07'08" EAST, A DISTANCE OF 228.92 FEET; THENCE RUN NORTH 73°54'21" EAST, A
13 DISTANCE OF 159.10 FEET; THENCE RUN SOUTH 47°20'56" EAST, A DISTANCE OF 117.55 FEET; THENCE
14 RUN SOUTH 26°45'29" EAST, A DISTANCE OF 216.76 FEET; THENCE RUN NORTH 65°29'38" EAST, A
15 DISTANCE OF 327.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 4139
16 AS RECORDED ON RIGHT OF WAY MAP SECTIONS 79070-2505 AND 79110 OF THE PUBLIC RECORDS OF
17 VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING 6 COURSES ALONG SAID WESTERLY RIGHT
18 OF WAY: SOUTH 19°57'26" EAST, A DISTANCE OF 1100.55 FEET; SOUTH 70°04'49" WEST, A DISTANCE OF
19 14.60 FEET; SOUTH 19°57'36" EAST, A DISTANCE OF 50.00 FEET; SOUTH 70°02'24" WEST; A DISTANCE OF
20 124.00 FEET; SOUTH 19°57'36" EAST, A DISTANCE OF 495.89 FEET TO A POINT OF CURVATURE OF A CURVE
21 CONCAVE TO THE WEST HAVING A RADIUS OF 522.96 FEET AND A CENTRAL ANGLE OF 35°32'20", THENCE
22 RUN SOUTHEAST ALONG THE ARC OF SAID CURVE A DISTANCE OF 324.38 FEET; THENCE DEPARTING SAID
23 RIGHT OF WAY LINE, RUN SOUTH 89°59'28" WEST ALONG THE NORTH LINE OF THE SOUTH 235.00 FEET
24 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, A DISTANCE OF
25 517.99 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID
26 SECTION 24; THENCE RUN NORTH 00°45'20" WEST ALONG SAID EAST LINE, A DISTANCE OF 791.90 FEET;
27 THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°53'53" WEST, A DISTANCE OF 1342.71 FEET TO A
28 POINT ON THE AFORESAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, TOWNSHIP 17
29 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°22'01" WEST ALONG SAID WEST LINE, A DISTANCE OF
30 1119.50 FEET TO THE POINT OF BEGINNING.

31
32 LESS AND EXCEPT ANY LAND CONTAINED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS
33 BOOK 5551, PAGE 2688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

34
35 TOGETHER WITH

36
37 A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY,
38 FLORIDA, MORE PARTICULARLY DESCRIBED AS:

39
40 FOR A POINT OF REFERENCE, BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF WAY LINE OF
41 INTERSTATE HIGHWAY 4, AND THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 4139, AND RUN
42 NORTH 24°27'12" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 434.81 FEET;
43 THENCE RUN NORTH 19°05'23" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A
44 DISTANCE OF 99.02 FEET; THENCE RUN NORTH 20°00'50" WEST, CONTINUING ALONG SAID EASTERLY
45 RIGHT-OF-WAY LINE, A DISTANCE OF 371.26 FEET; THENCE RUN SOUTH 89°00'48" EAST, DEPARTING SAID
46 EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 671.24 FEET, TO THE AFOREMENTIONED WESTERLY
47 RIGHT-OF-WAY INE OF INTERSTATE HIGHWAY 4 AND A POINT ON A NON-TANGENT CURVE CONCAVE
48 TO THE SOUTHEAST, HAVING A RADIUS OF 5879.65 FEET AND A CHORD WHICH BEARS SOUTH 21°51'47"

- 1 WEST, FOR A DISTANCE OF 890.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A
- 2 CENTRAL ANGLE OF $08^{\circ}41'18''$ FOR A LENGTH OF 891.59 FEET TO THE POINT OF BEGINNING.

1 "EXHIBIT B"

2 PLANNED DEVELOPMENT AGREEMENT

3 IN THE CITY COMMISSION OF THE

4 CITY OF DELAND, FLORIDA

5 IN RE: Z23-250, Application of

6 D.R. Horton, Inc.

7 ORDINANCE # _____

8
9 ORDER AND RESOLUTION

10 GRANTING A REQUEST FOR CHANGE OF ZONING FROM SUMMIT PLACE PD

11 TO

12 THE FIRST AMENDED AND RESTATED SUMMIT PLACE PD (PLANNED
13 DEVELOPMENT)

14
15 The application of D.R. Horton, Inc., hereinafter, "Applicant," for rezoning was heard by
16 and before the City Commission, DeLand Florida, on _____. Based upon the verified
17 Application and other supporting documents, maps, charts, overlays, other evidence and
18 instruments; the advice, report, and recommendations of the Community Development, and other
19 Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received
20 at the Public Hearing on this Application by the Planning Board on March 13, 2024, and otherwise
21 being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of D.R. Horton, Inc. was duly and properly filed herein on November 20, 2023, as required by law.

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

C. This application concerns land totaling 66.46 +/- acres of land which is situated in DeLand, Florida. This land is described more particularly in the survey and legal description attached hereto as Exhibit "A".

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

E. That the owner of the property, DEPROP, LLC agrees 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 land described in Exhibit "A" from Summit Place PD to First Amended and Restated Summit Place PD (Planned Development).

B. That the said rezoning to First Amended and Restated Summit Place PD is consistent with both the City of DeLand Comprehensive Plan Ordinance #1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance #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 _____, A.D., _____, AS FOLLOWS:

A. That the Application of D.R. Horton, Inc. for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit A is hereby amended from Summit Place PD to First Amended and Restated Summit Place PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance #2013-11, as amended.

1
2 C. That the Official Zoning Map of the City of DeLand is hereby amended to show
3 the rezoning of said parcel to First Amended and Restated Summit Place PD.
4

5 D. That the City of DeLand Land Development Regulations Ordinance #2013-11, as
6 amended, is consistent with the provisions of the "Development Agreement" as hereinafter set
7 forth in this Ordinance and with respect to any conflict between Land Development Regulations
8 Ordinance #2013-11, as amended, and the "Development Agreement", the provisions of the
9 "Development Agreement" shall govern. Ordinance #2013-11, as amended, shall govern with
10 respect to any matter not covered by the "Development Agreement." The City of DeLand, the
11 Applicant or Unified Owner(s) will ensure overall compliance with this Ordinance.

12 E. Unless otherwise provided for herein, the City of DeLand's Land Development
13 Regulations, Ordinance # 2013-11, as amended, shall apply to the First Amended and Restated
14 Summit Place PD in the same manner as the R-16 (with respect to any residential development)
15 and C-2 (with respect to any non-residential development) zoning classifications.

16 F. Nothing in this Ordinance shall abridge the requirements of any City of DeLand
17 Ordinance other than Ordinance #2013-11, as amended. Timing and review procedures contained
18 in this Order and Resolution may be modified to comply with the City of DeLand Land
19 Development Regulations, Ordinance #2013-11, as amended. Further, nothing in the
20 Development Agreement is intended to abridge the requirements of Ordinance #2013-11, as
21 amended, and any other City Ordinances.
22
23
24

1

2 DEVELOPMENT AGREEMENT

3

4 A. Development Concept The property shall be developed as a PD substantially in
5 accordance with the Planned Development Plan as defined below. The Planned Development Plan
6 shall govern the development of the property as a PD and shall regulate the future land use of this
7 parcel.

8 The purpose and intent of the First Amended and Restated Summit Place PD is to create a
9 scenic entryway to the City of DeLand along CR 4139 with a balanced mixture of urban land uses
10 to protect and enhance the natural and built environment. The goal is to attract a mix of high-
11 quality office, retail, residential and ancillary support commercial uses so that complementary uses
12 can be located in close proximity to facilitate walking, bicycling and the use of local roads for trips
13 from home to work or school and shopping. This First Amended and Restated Summit Place PD
14 severs the previously connected two development agreements known as the “Summit Place PD”
15 and the “Gateway East PD”

16 1. Planned Development Plan The Planned Development Plan shall consist
17 of the Development Plan Map prepared by Zev Cohen & Associates, Inc. bearing a final revision
18 date of August 23, 2023 and this Development Agreement. The Development Plan Map is hereby
19 approved and incorporated in this Ordinance by reference as Exhibit B. The Planned Development
20 Plan shall be filed and retained for public inspection in the Planning Department, and it shall
21 constitute a supplement to the Official Zoning Map of the City of DeLand.

22 2. Amendments. All amendments of the Planned Development Plan shall
23 require the review and recommendation of the Planning Board and action by the City Commission
24 in the same manner as a rezoning of the parcel. The foregoing notwithstanding, minor amendments

1 not altering the intent and purpose of the Planned Development Plan may be approved by the
2 Planning Director after such departmental comment as he or she deems appropriate. The Planning
3 Director may not authorize administrative amendments which change approved land uses or
4 location thereof, the development standards set forth in Section E of this Development Agreement,
5 or any special condition or specific requirement of this Development Agreement. In the event the
6 City adopts a minor amendment process in its land development code, then the adopted code
7 provisions for such process shall control the process for minor amendments to this Planned
8 Development Plan.

9 3. Subdivision Approval. After the Planned Development Plan is recorded,
10 and prior to any construction, including clearing and landfill, a preliminary and/or a combined
11 preliminary and final plat of the area to be subdivided shall be submitted for review and approval
12 in the manner required by Article 13 of the City of DeLand Land Development Regulations,
13 Ordinance #2013-11, as amended.

14 4. Final Site Plan Approval. For development activity that requires site plan
15 review and approval in addition to subdivision, a Final Site Plan shall be prepared and submitted
16 for review and approval in the manner required by Article 12 of the City of DeLand, Land
17 Development Regulations Ordinance #2013-11, as amended, prior to any construction, including
18 clearing and grading.

19 5. Easements for Public and Private Facilities. Planning, design and
20 construction of all connections and extensions to potable water, sanitary sewer and electrical power
21 lines shall be the responsibility of the Developer and shall be reviewed and approved by the City
22 as part of the subdivision or site plan application process. Consistent with the applicable standards
23 from the City of DeLand, all subdivisions or site plans shall make accommodations for the
24 provision of easements to the applicable maintenance agency. Private systems, such as stormwater

management areas and facilities, shall be maintained by the property owner or a property owners association. Stormwater management areas and facilities may be subject to easements required by the City of DeLand and/or the St. Johns River Water Management District.

B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject property until after issuance of a Final Plat or Final Site Plan Development Order for any portion of the property proposed for development.

C. Phases of Development. Development of the Property may be accomplished in multiple phases consistent with the conceptual phasing plan attached as Exhibit C. As part of the subdivision process for a particular phase of development, the Applicant shall ensure that all future phases for the Property will be serviced with public utilities and right-of-way access necessary to stand alone for development. The Applicant shall provide all necessary easements for development and infrastructure servicing a particular phase proposed for subdivision, including identifying any shared facilities such as stormwater systems and internal driveways, if proposed. Notwithstanding the forgoing, phasing boundaries identified on the conceptual phasing plan attached as Exhibit C may be reconfigured during the subdivision process, and individual phases may be developed and constructed simultaneously and/or in any order, however, subdivision approval shall be required for each phase and the restrictions of this Agreement shall apply to each phase of development.

D. Uses Allowed Within the PD. The following uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Residential Area:

- Family day care home.

- Mini and neighborhood parks.
- Multiple-family dwellings.
- Private clubs and lodges.
- Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
- Community residential homes, single-family.
- Community residential homes, multifamily.
- Community and regional parks.
- Community gardens.
- Governmental and public building and land uses.
- Nursing (convalescent) homes, adult congregate-living facilities.
- Private parks.

Commercial Area:

- General/Professional Offices.
- Financial Institutions.
- Medical office.
- Drugstores and pharmacies.
- Laboratories, hospitals and clinics.
- Medical clinics.
- Nursing homes and adult congregate living facilities.
- Mailbox and shipping shops.
- Office equipment sales and service.
- Copying, printing and lithography.
- Beauty salons, barbershops and day spas.
- Day care facilities, adult or child.
- Dry cleaning and laundry, retail.
- Tailor shops and shoe repair.
- Banquet facilities.
- Bed and breakfast inn.
- Catering services.
- Craft Food and Beverage Producer.
- Hotels or motels and associated accessory uses including restaurant and conference facilities.
- Restaurants including fast food and/or drive through facilities.
- Virtual kitchen.
- Bakery, pastry, gourmet, coffee and specialty beverage shops (retail).
- Convenience stores without gas pumps.
- Retail sales.
- Museums.
- Music, dance, gymnasium, art school or studio, excluding discotheques.
- Parks, mini and neighborhood.
- Research and development facilities.
- Corporate headquarters.

- Veterinary clinics allowing inside overnight boarding for clinical care.
- Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs.
- Uses requiring a DBPR 3PS liquor license (package sales) or 4COP liquor license (bars, lounges, etc.).
- Restaurants and establishments serving alcohol requiring a DBPR 2COP, 3PS or 4COP license with special class.
- Convenience stores with gas pumps (but truck stops and travel centers, etc. are not permitted).
- Multiple-family dwellings compliant with R-16 standards.
- Residential dwelling units above the first floor or one residential unit on the first-floor accessory to an office or commercial use.
- Parks, community and regional.
- Manufacturing – Craftsman shop.
- Manufacturing – Limited.

E. Development Standards. Unless otherwise provided herein, all definitions, development standards or dimensional criteria shall be as set forth in the City of DeLand Land Development Regulations, Ordinance #2013-11, as amended. Where this Development Agreement is silent on any particular development standard, the provisions of the R-16 (with respect to any residential development) and C-2 (with respect to any non-residential development) zoning classifications shall control. In addition, unless otherwise stated herein, the development shall meet the applicable City of DeLand Land Development Regulations and the Lake Winnemissett Gateway Corridor standards.

The following shall apply to all development within the First Amended and Restated Summit Place PD:

Residential Structures:

1. Minimum lot area: 1,886 SF (interior townhome (TH) unit)
3,000 SF (exterior townhome (TH) unit)
2. Minimum lot width: 20.0 FT (interior TH unit)
3. Minimum building setbacks:
 - a. Front yard: 25 FT

- 1 b. Rear yard: 10 FT
- 2 c. Side yard:
- 3 i. Interior side yard: 0 FT
- 4 ii. Exterior side yard: 7.5 FT
- 5 4. Minimum floor area: 900 SF
- 6 5. Maximum building coverage for individual townhome lots: 85%*
- 7 6. Maximum building height: 35 FT
- 8 7. Maximum building length 165 FT
- 9 8. Maximum number of units: 300
- 10 9. Off-Street Parking: Parking shall adhere to the City of DeLand Land Development
- 11 Regulations Ordinance #2013-11, as amended, except, guest parking shall be at a
- 12 rate of 0.25 parking spaces per unit. Enforcement of parking and maintenance of
- 13 the access road shall be the responsibility of the property owners' association.

14 *Any build to rent or residential project that requires a site plan shall not exceed 70% impervious

15 surface.

16

17 **Commercial Structures:**

18

19

20 1. Minimum lot area: 9,000 s.f.

21 2. Minimum lot width: 75 feet

22 3. Minimum building setbacks:

23 a. Front yard: 20 ft.

24 b. Rear yard

25 - abutting residential zoning: 25 ft.

-not abutting residential zoning: 10 ft.

c. Side yard

- abutting residential zoning: 25 ft.

-not abutting residential zoning: 10 ft.

d. Between buildings

(side to side): 15 ft.

e. Between buildings 40 ft.

(front to front or rear to rear):

g. Maximum building coverage for commercial: 70 %

h. Maximum building height: 80 ft.

4. Off-Street Parking: Parking shall adhere to the City of DeLand Land Development Regulations Ordinance #2013-11, as amended.

DEVELOPMENT STANDARDS FOR ENTIRE SITE:

1. Landscaping and buffer requirements: The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. The development has been laid out in a manner to best accommodate the existing topography and drainage conditions identified on the property. However, the actual location and layout of the developed areas within the development shall be determined during subdivision and site plan review. In addition, all landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material..

1 All mulching will be conducted in accordance with the most current version
2 of the Florida Green Industries Best Management Practices (BMPs)
3 handbook guidelines. Mowing in common areas shall be done in accordance
4 with the most current version of the Florida Green Industries BMPs
5 handbook and by certified landscaping contractors. Mowing adjacent to
6 swales shall be performed such that no clippings are deposited into any
7 swales or water bodies. All clippings that may have been deposited on
8 impervious surfaces will be swept back into the vegetated area. All pesticide
9 applications in common areas shall be done by a certified professional in
10 accordance with the most current version of the Florida Green Industries
11 BMPs handbook.

12 A buffer standard "C" as per the City of DeLand Land Development
13 Regulations shall apply to the perimeter of the First Amended and Restated
14 Summit Place PD at a width of 40-foot average with a minimum of 25 feet
15 on W. McKenzie Road, except along the interstate where there shall be a
16 15-foot buffer at a buffer standard of "B".

17 2. Community Design Standards. The community design standards within the
18 City of DeLand Land Development Regulations, Ordinance No. 2013-11,
19 as amended shall apply to the First Amended and Restated Summit Place
20 PD.

21 3. Signage: Signage for the First Amended and Restated Summit Place PD
22 shall be provided per the City of DeLand Land Development Regulations,
23 Ordinance No. 2013-11, as amended, except as provided herein. The entry
24 signage for the development shall be located at the northern and southern

entrances for the residential portion of the development. The signage for both the residential area and the commercial area shall primarily consist of one or more, or a mix, of the following materials and colors: wood, stucco, metal, stone and white, grey, black, brown, or beige.

4. Impervious surface: Impervious surface for the **entire** First Amended and Restated Summit Place PD shall not exceed 70%. With each site plan or plat submittal, applicant shall provide a calculation of the impervious surface amount and note the same on the applicable plans. The impervious surface calculation shall not include Lake Tatum. Common green space and a pedestrian walking trail, as depicted on the Development Plan Map, shall be provided throughout the subdivision. The following are permitted, but not required uses for the green space and amenity areas: clubhouse, pool, cabana, pedestrian trail system.

F. Environmental Considerations.

1. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance # 2013-11, as amended. The actual location and layout of the developed areas within the First Amended and Restated Summit Place PD property shall be determined during subdivision or site plan review. All required environmental and ecological studies shall be completed for the entirety of the First Amended and Restated Summit Place PD property as described in Exhibit "A", even if development is proposed for only a portion of the property, prior to subdivision review or site plan approval, if no subdivision review is required.

2. Tree Protection Areas preserving a minimum of 15% of the overall site,

1 excluding any required right-of-way dedication areas, shall be maintained as shown on Exhibit
2 “B”.

3 3. All Tree Protection Areas shall be maintained by the property owners'
4 association.

5 4. The protection of Tatum Lake as a valuable asset shall be accomplished
6 through wetland protection, wetland buffers, and stormwater runoff filtration. Development shall
7 integrate wetlands and other environmentally sensitive lands into the open space network. This
8 network should be linked to similar systems on the same property or adjacent properties.

9 5. Property adjacent to the First Amended and Restated Summit Place PD has
10 been acquired by the City for conservation land. The applicant or its successors or assigns shall
11 dedicate or otherwise provide any access or secondary access to such conservation area as may be
12 required or deemed appropriate by the City during subdivision and / or site plan review. However,
13 any such dedication or provision of land by the applicant or its successors or assigns shall be
14 limited to such area or that is necessary to provide connectivity to such conservation area and the
15 applicant agrees that any such dedication or provision of land is not an exaction by the City and is
16 proportionate to the impact being created by the rezoning to the First Amended and Restated
17 Summit Place PD.

18 6. The development of this Property shall be clustered such that it avoids and
19 minimizes impacts to wetlands and other environmentally sensitive areas.

20 7. All master lighting on the Property shall utilize DarkSky compliant light fixtures,
21 to the degree feasible. This type of lighting is specifically designed to reduce light pollution by
22 restricting the amount of upward-directed light, avoiding glare, avoiding over-lighting, utilizing
23 dimming and other appropriate lighting controls, and minimizing short-wavelength (bluish) light
24 in the nighttime environment.

1 8. Low Impact Design Elements: The following Low Impact Development
2 elements shall be provided:

3 a. Stormwater Plantings. All stormwater ponds shall utilize supplemental
4 plantings to enhance the functionality and/or aesthetics of the stormwater system.

5 Littoral plantings shall be utilized if viability is likely – i.e. if a stormwater pond is
6 designed to remain wet. If a pond is designed to remain dry and littoral plantings
7 are unlikely to survive, the supplemental plantings shall be Florida Friendly plants.

8 b. Swales. If through review by the project engineer and the City engineer, it
9 is determined and agreed to that it is practicable to incorporate swales into the
10 development, then bioswales will be provided which utilize Florida friendly plants
11 that require no fertilizers or irrigation and rocks to help control erosion.

12 c. Maintenance Requirements. The property owners association for the
13 project shall be responsible for the maintenance of Low Impact Design Elements,
14 and in no event shall they be the responsibility of the City of DeLand.
15

16 G. Sewage Disposal and Potable Water. Provision for sewage disposal and potable
17 water needs of the First Amended and Restated Summit Place PD will be provided in accordance
18 with the Comprehensive Plan, Ordinance #1990-04, as amended, the Land Development
19 Regulations Ordinance #2009-09, as amended, and State of Florida Administrative Code 64E-6.
20

21 H. Stormwater Drainage. Other than as specifically provided for herein, provision for
22 stormwater retention shall be in accordance with the Land Development Regulations Ordinance
23 #2013-11, as amended and any applicable governmental regulations, and shall otherwise comply
24 with the Low Impact Design elements otherwise set forth herein.

1
2 I. Access and Transportation System Improvements. All access and transportation
3 system improvements shall be provided in accordance with the Land Development Regulations,
4 Ordinance #2013-11, as amended. The property shall be developed in substantial accordance with
5 the following access and transportation system improvements:

6 1. Access. Specific points of ingress and egress to the site are generally
7 described on Exhibit B.

8 2. Transportation System Improvements. Transportation system
9 improvements will be provided as required by permitting agencies. The Traffic Impact Analysis
10 will include projected trips from the Lake Winnemissett Gateway Corridor land not included
11 within this development agreement.

12 J. Building or Property Owners Association. The Applicant shall create one or more
13 building or property owner's association(s) for both the residential and non-residential portions of
14 the development. The charter and by-laws of said association(s) and any other agreements,
15 covenants, easements or restrictions shall be furnished to the City of DeLand at the time of
16 creation. The Applicant shall be responsible for recording said information in the Public Records
17 of Volusia County, Florida. Also, the Applicant shall bear and pay all costs for recording all of
18 the aforementioned documents.

19 With respect to the enforcement of said agreements, covenants, easements or restrictions
20 entered into between the applicant and the owners or occupiers of property within the First
21 Amended and Restated Summit Place PD, the City of DeLand shall only enforce the provisions of
22 the "Development Agreement" and City of DeLand Land Development Regulations Ordinance
23 #2013-11, as amended, whichever is applicable, and not the private agreements entered into
24 between the aforementioned parties.

1
2 K. Reverter Provision: The development rights granted herein shall vest as to any
3 portion of the property that has received a development order upon issuance of such development
4 order. As to any portion of the property that has not received a final development order (final plat
5 or site plan) within ten (10) years of approval of this Development Agreement the Planned
6 Development Plan shall expire and will be of no further force or effect and no development shall
7 occur on such portions of the property until rezoned. The City Commission may rezone the any
8 portion of the property as to which the Planned Development Plan has expired as may be necessary
9 or appropriate to protect adjoining properties or the public health, safety and welfare.
10

11 L. Binding Effect of Plans; Recording; and Effective Date. The Planned Development
12 Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and
13 his successor in title or interest. The First Amended and Restated Summit Place PD zoning,
14 provisions of the "Development Agreement," and all approved plans shall run with the land and
15 shall be administered in a manner consistent with Article 12 of the City of DeLand Land
16 Development Regulations Ordinance #2013-11, as amended.

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

DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____ day
of _____, 2024.

ATTEST: City Commission of DeLand Florida

_____ Michael Pleus City Manager	_____ Christopher M. Cloudman 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 _____, 2024, by
Michael Pleus and Christopher M. Cloudman, as City Manager and Mayor, 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 #: _____

My Commission Expires: _____

1
2 WITNESSES:

3 D.R. Horton, Inc.

4
5
6 _____ By: _____
7 Print Name _____, Manager
8

9
10 _____
11 *Print Name* _____
12

13 STATE OF _____
14 COUNTY OF _____
15

16 The foregoing instrument was acknowledged before me by means of ☐ physical
17 presence or ☐ online notarization this _____ day of _____,
18 2024, by _____, as Manager of D.R. Horton, Inc., who is personally
19 known to me or who has produced _____ as
20 identification.
21
22
23

24 NOTARY PUBLIC, STATE OF _____

25 Type or Print Name:

26 _____
27 Commission #: _____

28 My Commission Expires: _____
29
30
31
32
33
34
35
36

1
2 WITNESSES:

3 DEPROP, LLC

4
5
6 By: _____
7 Print Name _____, Manager

8
9
10
11 *Print Name* _____

12
13 STATE OF _____

14 COUNTY OF _____

15
16 The foregoing instrument was acknowledged before me by means of ☐ physical
17 presence or ☐ online notarization this _____ day of _____,
18 2024, by _____, as Manager of DEPROP, LLC, who is personally
19 known to me or who has produced _____ as
20 identification.

21
22
23
24 NOTARY PUBLIC, STATE OF _____

25 Type or Print Name:

26 _____
27 Commission #: _____

28 My Commission Expires: _____
29
30
31
32

1 **EXHIBIT "A"**

2 **Legal Description**

3 A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY,
4 FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

5
6 COMMENCE AT SOUTHEAST CORNER OF THE NORTH 7 CHAINS OF THE SOUTHEAST 1/4 OF THE
7 NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AND RUN SOUTH 00°22'01"
8 EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30
9 EAST, A DISTANCE OF 97.23 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE,
10 RUN NORTH 89° 34'48" EAST, A DISTANCE OF 115.05 FEET; THENCE RUN NORTH 39°30'34" EAST, A
11 DISTANCE OF 234.81 FEET; THENCE RUN NORTH 73°26'58" EAST, A DISTANCE OF 328.99 FEET; THENCE
12 RUN SOUTH 83°07'08" EAST, A DISTANCE OF 228.92 FEET; THENCE RUN NORTH 73°54'21" EAST, A
13 DISTANCE OF 159.10 FEET; THENCE RUN SOUTH 47°20'56" EAST, A DISTANCE OF 117.55 FEET; THENCE
14 RUN SOUTH 26°45'29" EAST, A DISTANCE OF 216.76 FEET; THENCE RUN NORTH 65°29'38" EAST, A
15 DISTANCE OF 327.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 4139
16 AS RECORDED ON RIGHT OF WAY MAP SECTIONS 79070-2505 AND 79110 OF THE PUBLIC RECORDS OF
17 VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING 6 COURSES ALONG SAID WESTERLY RIGHT
18 OF WAY: SOUTH 19°57'26" EAST, A DISTANCE OF 1100.55 FEET; SOUTH 70°04'49" WEST, A DISTANCE OF
19 14.60 FEET; SOUTH 19°57'36" EAST, A DISTANCE OF 50.00 FEET; SOUTH 70°02'24" WEST; A DISTANCE OF
20 124.00 FEET; SOUTH 19°57'36" EAST, A DISTANCE OF 495.89 FEET TO A POINT OF CURVATURE OF A CURVE
21 CONCAVE TO THE WEST HAVING A RADIUS OF 522.96 FEET AND A CENTRAL ANGLE OF 35°32'20", THENCE
22 RUN SOUTHEAST ALONG THE ARC OF SAID CURVE A DISTANCE OF 324.38 FEET; THENCE DEPARTING SAID
23 RIGHT OF WAY LINE, RUN SOUTH 89°59'28" WEST ALONG THE NORTH LINE OF THE SOUTH 235.00 FEET
24 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, A DISTANCE OF
25 517.99 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID
26 SECTION 24; THENCE RUN NORTH 00°45'20" WEST ALONG SAID EAST LINE, A DISTANCE OF 791.90 FEET;
27 THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°53'53" WEST, A DISTANCE OF 1342.71 FEET TO A
28 POINT ON THE AFORESAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, TOWNSHIP 17
29 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°22'01" WEST ALONG SAID WEST LINE, A DISTANCE OF
30 1119.50 FEET TO THE POINT OF BEGINNING.

31
32 LESS AND EXCEPT ANY LAND CONTAINED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS
33 BOOK 5551, PAGE 2688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

34
35 TOGETHER WITH

36
37 A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY,
38 FLORIDA, MORE PARTICULARLY DESCRIBED AS:

39
40 FOR A POINT OF REFERENCE, BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF WAY LINE OF
41 INTERSTATE HIGHWAY 4, AND THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 4139, AND RUN
42 NORTH 24°27'12" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 434.81 FEET;
43 THENCE RUN NORTH 19°05'23" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A
44 DISTANCE OF 99.02 FEET; THENCE RUN NORTH 20°00'50" WEST, CONTINUING ALONG SAID EASTERLY
45 RIGHT-OF-WAY LINE, A DISTANCE OF 371.26 FEET; THENCE RUN SOUTH 89°00'48" EAST, DEPARTING SAID
46 EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 671.24 FEET, TO THE AFOREMENTIONED WESTERLY
47 RIGHT-OF-WAY INE OF INTERSTATE HIGHWAY 4 AND A POINT ON A NON-TANGENT CURVE CONCAVE
48 TO THE SOUTHEAST, HAVING A RADIUS OF 5879.65 FEET AND A CHORD WHICH BEARS SOUTH 21°51'47"

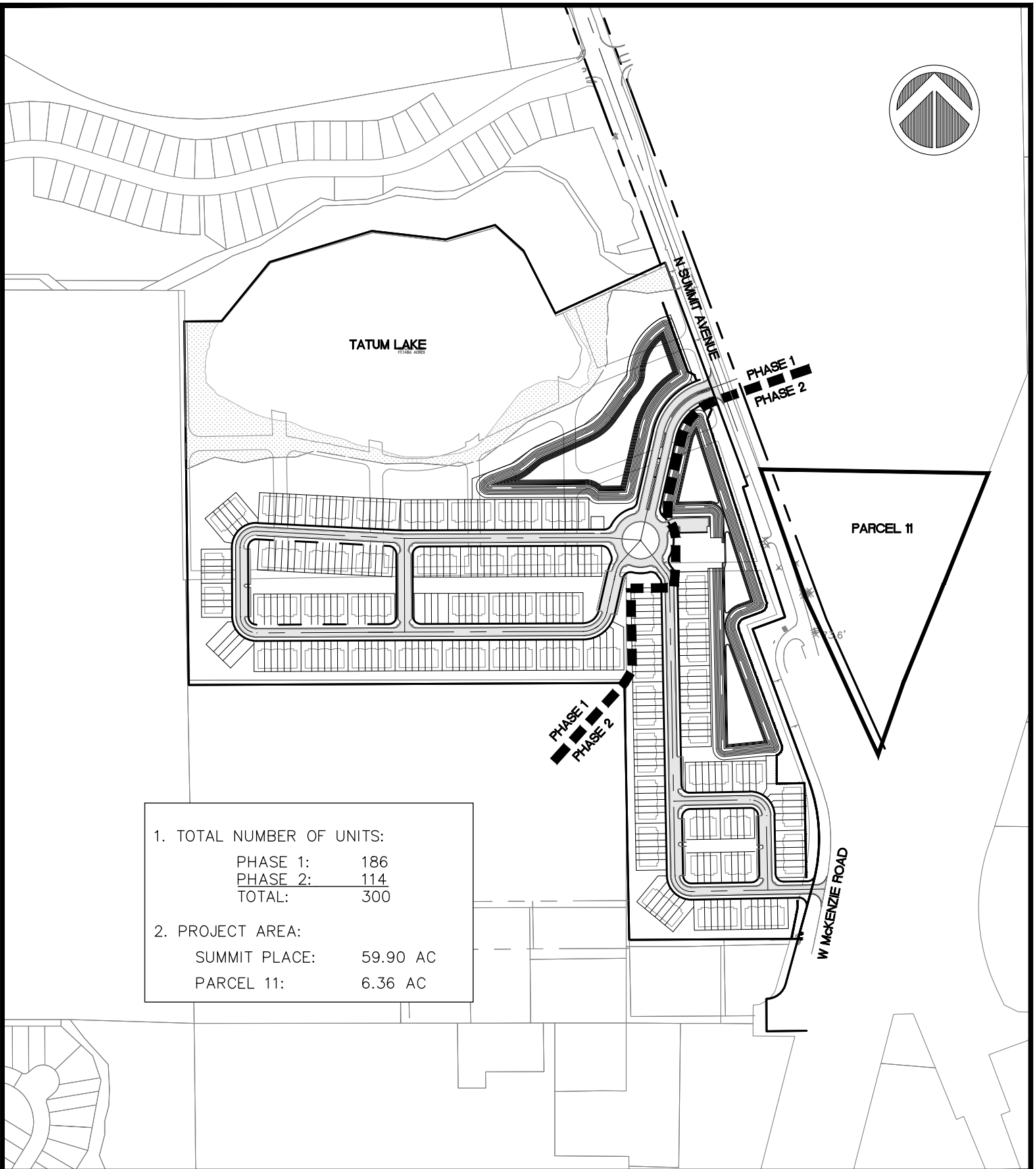
- 1 WEST, FOR A DISTANCE OF 890.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A
- 2 CENTRAL ANGLE OF $08^{\circ}41'18''$ FOR A LENGTH OF 891.59 FEET TO THE POINT OF BEGINNING.

1
2
3

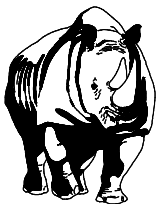
EXHIBIT “B”
PD Plan

1
2
3

EXHIBIT “C”
Phasing Plan



1. TOTAL NUMBER OF UNITS:	
PHASE 1:	186
PHASE 2:	114
TOTAL:	300
2. PROJECT AREA:	
SUMMIT PLACE:	59.90 AC
PARCEL 11:	6.36 AC



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVE., STE. 260, MAITLAND, FL 32751 * (407) 629-8330

JOB NO.	21086
SEC. 24, TWP. 17S, RANGE 30E	
DRAWN BY:	BSB
APPROVED BY:	BSB
DATE:	11/10/2023
Scale:	1" = 400'

SUMMIT PLACE

PHASING MAP



PLANNING DEPARTMENT STAFF REPORT TO PLANNING BOARD

DATE: March 13, 2024

APPLICATION NO.: Z23-250

STAFF PLANNER: Emily Kunkel, *Planner II*

APPLICANT: Mr. Mark Watts, Esq., *Cobb Cole*

REQUEST: Amend the existing zoning designation from City of DeLand's Summit Place PD to City of DeLand's First Amended and Restated Summit Place PD

APPLICABLE REGULATIONS:

Article IV **Overlay and Floating Zones**
Sec. 33-32 – Planned Development District.

Article XII **Administrative and Enforcement**
Sec. 33-135 – Procedure for text amendments & rezoning.

City of DeLand Comprehensive Plan
Chapter 1 – Future Land Use Element
Local Plans - Lake Winnemissett Gateway Corridor Plan

A. SITE FACTORS:

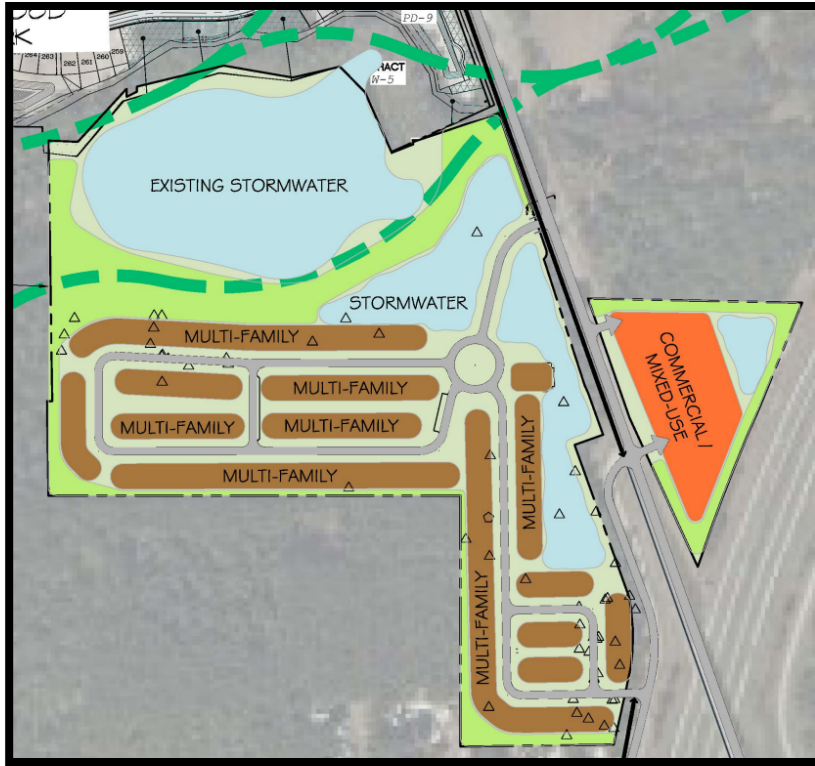
Location: SW of Daytona State College, NW corner of I-4 and N. Summit Ave. (County Road 4139) and portion of NE corner of I-4 and N. Summit Ave. (County Road 4139)
Parcel Size: ± 66.46 acres
Land Use: Gateway/Activity Center
Existing Zoning: PD (Planned Development)
Existing Use: Vacant

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	Park Lake Estates PD
South:	VC: Rural	VC: A-2 & VC: A-3
East:	VC: Public/Semi Public (NE) & VC: Rural (SE)	VC: P (NE) & VC: A-1 (SE)
West:	Low Density Residential	R-1A

B. BACKGROUND: In 1994, the City of DeLand Planning Board and City Commission approved the rezoning from Volusia County A-3, *Transitional Agriculture* & R-3, *Urban Single Family* to City of DeLand Planned Development, Twelve Oaks PD and Royal Oaks PD. The two Planned Developments had verbiage complimenting each other and tying them together as “sister” PD’s through shared commercial uses, maximum number of residential units, buffer requirements and connectivity. The 1994 version of the Twelve Oaks PD (446.9 acres) was proposed to be a mixed-use development, consisting of open space, single family residential, institutional, commercial and industrial land uses.

The Royal Oaks PD (489.5 acres) was proposed to be a mixed-use development, consisting of open space, residential, commercial and industrial land uses, and City of DeLand property (fire station/water pumping station). In 2010, both the Royal Oaks and Twelve Oaks PD's expired due to no development applications submitted.

In 2014, the Planning Board and City Commission approved to rezone of a portion of the Royal Oaks PD (+/-66.46 acres) to Summit Place PD and a portion of the Twelve Oaks PD (+/- 65.08 acres) to Gateway East PD. The two Planned Developments still retained verbiage complimenting each other and tying them together as "sister" PD's through shared commercial uses, maximum number of residential units, buffer requirements and connectivity.



The applicant is now requesting to amend the existing Summit Place PD (approved in 2014) to First Amended and Restated Summit Place PD and sever the connection to Gateway East PD (approved in 2014), therefore no longer being "sister" PD's. However, the City of DeLand Comprehensive Plan Future Land Use Element, the Lake Winnemissett Gateway Corridor Plan still connects the two PD's. Therefore, the new amendments are held to the maximum 480 units through this Comprehensive Plan element, that can be split amongst the two PD's. The proposed First Amended and Restated Summit Place PD will retain majority of the number of units (302 multifamily units) with some commercial/mixed uses.

C. ANALYSIS:

The proposed development consists of ± 66.46 acres of vacant, wooded land, located SW of Daytona State College, NW corner of I-4 and N. Summit Ave. (County Road 4139) and portion of NE corner of I-4 and N. Summit Ave. (County Road 4139). The applicant is requesting to rezone the subject property from City of DeLand's Summit Place PD to City of DeLand's First Amended and Restated Summit Place Planned Development.

The proposed PD Development Agreement allows a maximum of 302 multi-family units that will be developmend on the west side of CR 4139. The east side of CR 4139 will be developed as commercial/mixed use.

In general, unless otherwise stated in the PD Agreement, the development standards will be similar to the City's Multiple-Family Dwelling Districts and General Commercial District (C-2) from the City's Land Development Regulations.

As required by section 33-57.07(b) of the Land Development Regulations, a minimum of 15% of the subject property will be dedicated as Tree Protection Area (TPA). The development will be required to maintain a minimum buffer of 25' in width, except along the interstate where there shall be a 15' wide buffer. Special attention and effort shall be given to the preservation of the Tatum Lake ecosystem.

D. School Concurrency: A school concurrency letter dated April 13, 2023 was provided by the School Board with the proposed use of a 300-unit Multi-Family development. This letter from the school board offers no objections to the development. An updated school concurrency application, reflecting the newly proposed number of units/type of residential, is still under review by the School Board. Once complete the applicant will need to submit the letter to City staff for review, prior to City Commission approval.

E. Stormwater: The development has been laid out in a manner to best accommodate the existing topography and drainage conditions identified on the property. The existing Lake Tatum is located at the North of the site, and two additional new Stormwater ponds are proposed South East of Lake Tatum. In addition to these Stormwater ponds, the Summit Place PD includes elements of low impact development (LID) design. Supplemental plantings will enhance the functionality and aesthetics of these retention areas using predominantly Florida-Friendly Landscaping.

F. Applicable City of DeLand Development Regulations

Sec. 33-32 – Planned Development District of the Land Development Regulations 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.

The proposed Planned Development rezoning will allow for a mixed-use of commercial and residential to be developed. The criteria and standards to be met for approval have been reviewed and Staff finds the outlined consistencies and inconsistencies as outlined below.

The proposed development would utilize the natural topography and existing drainage to develop the site therefore; proposing to cluster the buildings to allow for separation amongst development and existing natural conditions. A multi-modal trail is proposed in front of the development to allow for variety of transportation alternatives to surrounding uses, such as Daytona State College and future development of the area.

Sec. 33-135 – Procedure for text amendments & rezoning of the Land Development Regulations provides the following factors to consider during the review of each application for rezoning or for changes in permitted uses, among the factors to be considered are the following:

1. Whether it is consistent with the Comprehensive Plan, and the land use, zoning patterns and character of the surrounding area.

The proposed Planned Development zoning is consistent with the Comprehensive Plan, specifically the Lake Winnemissett Gateway Corridor Plan that outlines standards that the original Royal Oaks and Twelve Oaks Planned Developments were to follow. These standards are being carried forward with these new amended and restated versions as well as the residential unit maximum of 480 dwelling units to be shared amongst the two PD's.

The proposed development of the site is also consistent with Comprehensive Plan's intent to reduce urban sprawl and pursue smart growth principles as referenced in the DeLand 2050 Vision Plan. In 2023, the City acquired +/- 128.06 acres to the West, adjacent to the Summit Place Planned Development for conservation land. At the time of subdivision review, the City and Developer may explore options for acquisition of Lake Tatum and access between the two properties.

2. The impact upon the environment or natural resources.

The subject site is heavily wooded and the proposed development would reduce the tree coverage significantly. However, the PD Agreement and associated plan will ensure that tree preservation areas, buffering and other tree requirements are identified and meet the minimum requirements of the Land Development Regulations,

State & Federal regulations. Special attention and effort shall also be given to the preservation of the Tatum Lake ecosystem. The impervious surface for the entire project site, shall not exceed 70%, which shall not include Lake Tatum. Additionally, the presence of listed species needs to be determined and addressed at the time of subdivision or Site Plan process.

3. The impact upon the economy of any affected area.

The site is currently undeveloped; therefore, the development of multi-family development and small portion of commercial/mixed use (6.63 AC) in this area should have a positive economic impact on the City and the surrounding area. This development, having majority multi-family development in close proximity to Daytona State College campus, could have the potential for housing students and facility. This development could potentially raise overall home values by creating additional jobs, shopping, and convenience.

4. The impact upon governmental services.

Volusia County Schools provided a School Concurrency Determination, dated April 13, 2023. Per the letter, the proposed 300-unit multi-family project will generate 39 full-time students. This projected increase in students, will not exceed the adopted Level of Service (LOS) at any school level, therefore the School Board has no objections to the proposed project. However, the letter was not based upon 302 proposed townhome units. Therefore, the applicant must submit an updated concurrency letter from the School Board prior to City Commission approval.

Governmental services such as potable water, reclaimed water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City. In 2022, at the Sketch Plan review, the City's Utilities Department indicated, that a Utility Service Agreement will be required for this project, a 12" water line will need to be extended from the NE corner to the SE corner, and stubbed out to the South parcel as well as Sewer and reclaimed water lines will need to be extended from the Gas Easement on Summit Ave.

5. Any changes in circumstances or conditions affecting the area since the original assignment of zoning.

The subject property abuts a small portion of less dense, rural, unincorporated residential land to the South, as well as incorporated Lakewood Park (434 single-family lots) to the North. The proposed development is within the City's Employment Center overlay and to retain existing zoning; according to the DeLand 2050 Land Use guide. This area is to remain with the existing zoning and may allow increased density if it conforms to specific criteria, such as appropriate location and sustainability. The proposed zoning change will facilitate site improvements, and it is consistent with the previously approved surrounding land uses and zoning. The development of multi-family units and mixed-use commercial in close proximity to Interstate-4 is an appropriate location by encouraging higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.

6. Any mistakes in the original classification.

There were no mistakes in the original classification.

7. The effect upon the use or value of the affected area.

The proposed development abuts the Lakewood Park residential Planned Development to the North, with Lake Tatum being in the middle. City owned acreage to the to the west; Volusia County School Board owned acreage to the south; and Daytona State Community College to the East. The nearby Lakewood Park plats to the North have lot sizes averaging around 40-65 ft. in width, with houses actively being built since 2021.

8. The impact upon the public health, safety and welfare.

There is no indication at this time that the new proposal will create additional impacts upon public health, safety and welfare, other than traffic generation. All provided services have the capacity needed to accommodate the proposed development, although the Developer will be required to have a Utility Service Agreement and extend the necessary sewer and reclaimed water lines to the site. Impacts if any, to the

surrounding County roadway network will be required to be mitigated proportionally by the developer. The proposed construction of Beresford Avenue extension from Blue Lake Avenue to SR-44 will positively facilitate truck and traffic movement. A Transportation Facility Analysis (TFA) was submitted for this rezoning dated February 2024 and the proposed development will not cause any of the study area roadway segments to exceed their capacity, except the SR-44 segment from Blue Lake Avenue to Summit Avenue, which is already operating beyond capacity.

CITY OF DELAND COMPREHENSIVE PLAN CHAPTER 1 – FUTURE LAND USE ELEMENT

Local Plans - Lake Winnemissett Gateway Corridor Plan

Development within the Lake Winnemissett Gateway Corridor shall be consistent with the goals, objectives, and policies enumerated below. These goals, objectives, and policies shall not be interpreted, either individually or collectively, as relieving compliance with other elements of the Comprehensive Plan and/or other City land development regulations. Rather, it is the purpose of these goals, objectives, and policies to supplement, not substitute or supersede, the Comprehensive Plan and other land development regulations.

f14.1.7 w Encourage unified design of new development that enhances the area as a mixed use gateway into the City of DeLand.

The development of this Planned Development having residential on one side of CR 4139 and mixed-use commercial on the other side of the road enhances the area as a mixed-use gateway into the City of DeLand.

f14.3.2 w Developments shall be designed to integrate wetlands and other environmentally sensitive lands into an open space network. This network should be linked to similar systems on the same property or adjacent properties, including parcels outside of the gateway.

The Planned Development rezoning is proposing to integrate the existing Lake Tatum and proposed wildlife corridor into the development by creating a connected open space system.

f14.3.3 w Protect original clusters of historic trees as designated in Twelve Oaks and Royal Oaks PD and any other historic trees located in the LWGC.

The concept plan shows an existing historic tree where a multi-family building is proposed. A full and complete tree survey will be required at time of development submittal, and it is recommended that this Historic Tree and any others be preserved.

f14.4.6 w In order to delay the school capacity determination until a residential development is proposed in the new Local Plan, Lake Winnemissett Gateway Corridor; the plan is limited to only 480 multi-family dwelling units, unless the Local Plan is amended and a school capacity agreement is approved between the School Board and the developer.

The original Planned Developments, Twelve Oaks and Royal Oaks split the maximum 480 dwelling units between the two PD's. The First Amended and Restated Summit Place PD is proposing to be unlinked from Gateway East PD, while still retaining maximum 480-unit count to be split between the two PD's. The First Amended and Restated Summit Place PD is proposing to develop 302 of these units. An updated school concurrency letter will need to be submitted prior to final approval, ensuring that adequate school capacity can be met.

f14.5.1 w In conjunction with affected landowners, local governments and Florida Department of Transportation; the City of DeLand shall assure that necessary transportation improvements for the thoroughfares/roadways identified in the original Traffic Impact Analysis for the combined PD's of Twelve Oaks and Royal Oaks are re-evaluated to determine appropriate mitigation. The specific segments that need to be re-evaluated are: Kepler/MLK from US 92 to SR-472 Beresford from Blue Lake to SR-44 (extension) US 92 from Woodland to Kepler

SR-44 from Voorhis to I-4
Summit from SR-44 to I-4
Blue Lake from Plymouth to SR-44

A Transportation Facility Analysis (TFA) was submitted for this rezoning dated February 2024. The TFA outlines majority of the segments above, with some additional segments included. A trip generation analysis, was calculated using information published in the Institute of Transportation Engineers (ITE), Trip Generation Manual (11th Edition) that outlines the previously proposed development of 300-unit townhomes and 40,000 square foot of commercial space. The analysis states that 4,125 net new external trips per day, which 379 trips would occur during the PM peak hour. The applicant will need to submit an updated traffic study reflecting the newly proposed 302-units rather than 300-units.

The proposed project is on the West & East sides of N. Summit Avenue, which is categorized as an urban minor collector road. Per the latest Volusia County Traffic Counts (2021), this portion of N. Summit Ave (SR-44 to Main St.), is operating at a Daily Level of Service (LOS) of “C” with an allowable LOS of “E”. This segment can handle an additional 11,390 daily trips before reaching capacity.

North of the proposed property is SR-44, the portion of SR-44 from Summit Ave. to I-4, is considered a Principal Arterial roadway. Per the latest Volusia County Traffic Counts (2021), this portion is operating at a Daily Level of Service (LOS) of “C” with an allowable LOS of “D”. This segment can handle an additional 18,800 daily trips before reaching capacity.

The existing segment of SR-44 from Blue Lake Avenue to Summit Avenue currently operates in excess of its capacity, and will continue to exceed its capacity (Horizon Year 2029) whereas all other segments analyzed operate adequately. The addition of this proposed development, will not specifically cause any of the study area roadway segments to exceed their capacity. A full Traffic Impact Analysis (TIA) will be required because the projected average daily trips exceed 1,000 trips. Any impacts to the offsite roadway network caused by the development will be addressed through Volusia County’s process.

f14.7.7 w Residential development adjacent to a school site will ensure public access, including vehicular, bicycle and pedestrian traffic, will be integrated between the school and the residential community.

A multi-modal trail is proposed in front of the development to allow for variety of transportation alternatives to surrounding uses, such as Daytona State College and future development of the area. At the time of subdivision review, the City and Developer may also explore options City acquisition of Lake Tatum for access between this proposed development and the City owned conservation land (+/- 128.06 acres) to the West.

G. CONCLUSION:

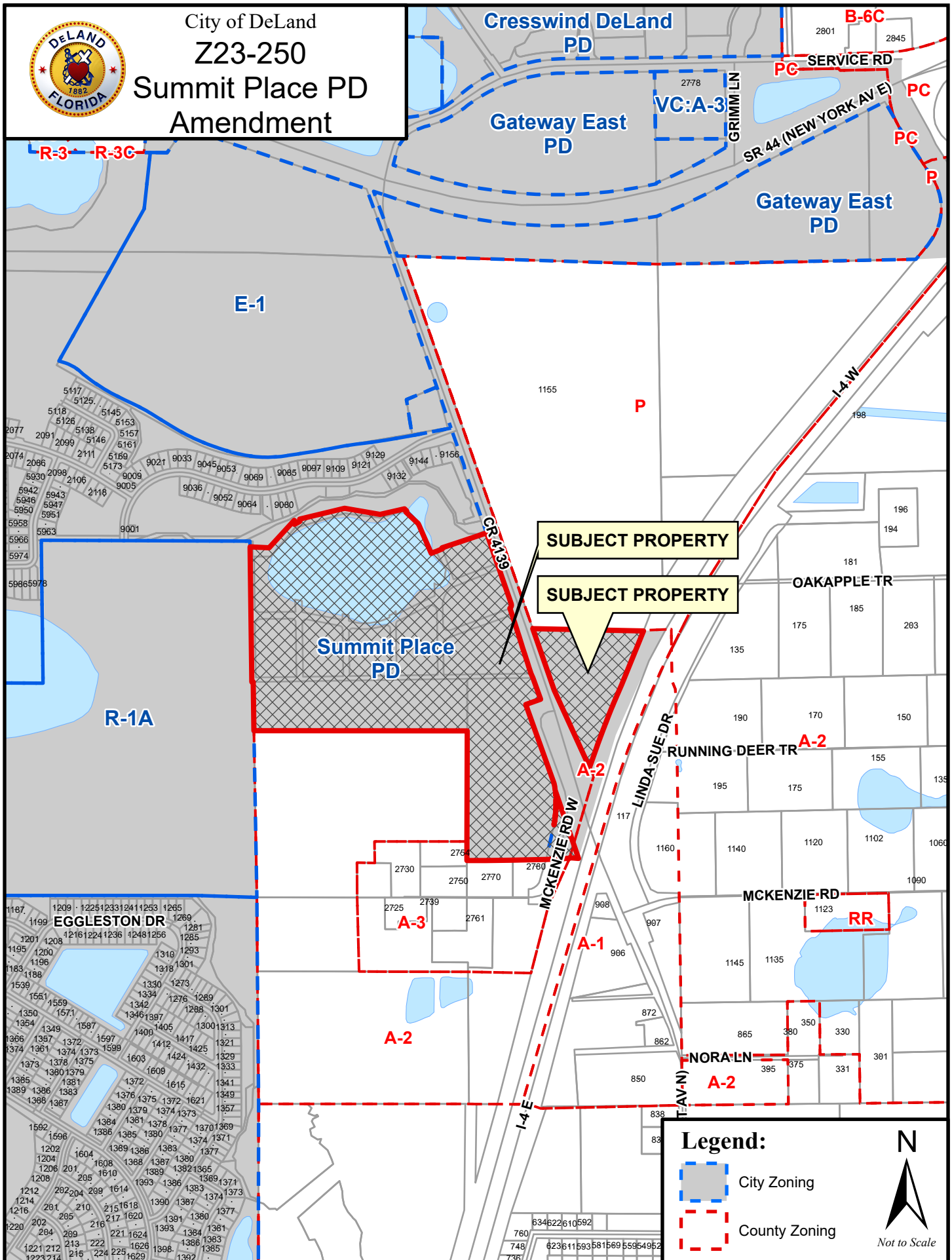
The Applicant is proposing a rezoning from City of DeLand’s Summit Place PD to City of DeLand’s First Amended and Restated Summit Place PD in order to develop the subject property as a mixed -use development consisting of 302 multi-family units and 6.36 acres of commercial/mixed use portion. Submittal of a preliminary and final plat and site plan(s) for the proposed Commercial will be required to ensure the provisions of the Planned Development Agreement are satisfied, as determined by TRC Staff, Planning Board, and City Commission.

H. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation for approval of this rezoning request from City of DeLand’s Summit Place PD to City of DeLand’s First Amended and Restated Summit Place PD.

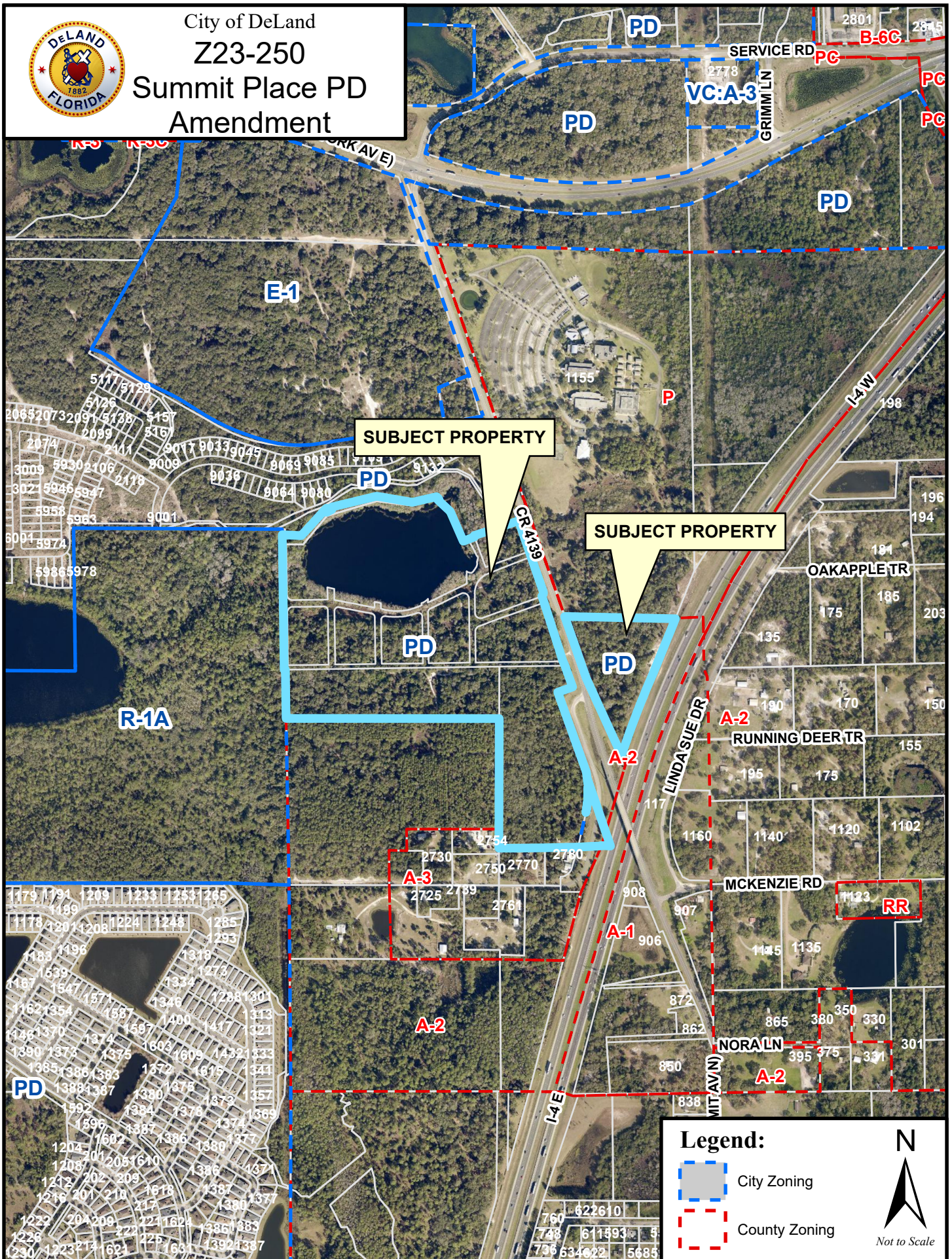


City of DeLand
Z23-250
Summit Place PD
Amendment





City of DeLand
Z23-250
Summit Place PD
Amendment



CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: First Reading of Ordinance Amending and Restating the Gateway East Planned Development Agreement. Cont'd From 04-15-24 Mtg.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - To Ordinance, Exhibit B - To Ordinance, Exhibit A - Legal Description, Exhibit B Gateway PD, Staff Report - Gateway East PD Rezone, Z23-259 Zoning Map, Z23-259 Aerial Map

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

The applicant, Joseph Posey, Jr., Storch Law Firm, is requesting to amend the existing zoning designation from City of DeLand's Gateway East PD to City of DeLand's Amended and Restated Gateway East PD. In an effort to "clean up" the Gateway East PD, the applicant requests to amend and restate the PD to encompass:

- Setting a maximum of 178 Multi-Family residential units. The Summit Place PD and the Gateway East PD had a total residential unit count of 480 residential units.
- Creating multiple commercial districts within the PD with similar but some different uses (Corridor District & Interstate District).
- Severing the connection to Summit Place PD (Still connected by verbiage in Lake Winnemissett Gateway Corridor Plan through shared commercial uses, maximum number of residential units, buffer requirements and connectivity)
- Reducing the required minimum amount of guest parking from 0.5/spaces per unit to 0.25/spaces per unit
- Stating and listing the allowed and permitted uses and development standards listed, rather than referencing the Land Development Regulations
- Clarifying that individual, separate traffic analysis be provided with each development phase, rather than a full analysis being provided with the first phase and reevaluated with each site plan application.
- Adding additional requirements for Low Impact Development and Dark Sky Lighting
- Adding standards for townhome units
- Including a phasing plan
- Including signage requirements and materials to create a cohesive sign package for the development area
- Adding requirements for Florida Friendly Landscaping.

This first reading was originally scheduled for the April 15, 2024 Commission meeting. However, it was continued to allow further refinement of the proposed PD language.

At their March 13, 2024, meeting, the Planning Board had minor questions for clarification and recommended approval of the amendment. Since the Planning Board's approval, the applicant added additional verbiage for clarification on the Low Impact Development standards, interior setbacks requirements for townhomes, maximum building height and maximum impervious surface.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

The amended zoning of the property allows for implementation of the City's Sustainability Action Plan through the conditions of the PD Development Agreement.

FISCAL IMPACT:

Residential and Commercial development of this property, and the inclusion of the new units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve first reading of the rezoning of this property from Gateway East PD to Amended & Restated Gateway East Planned Development

BACKGROUND/DISCUSSION:

In 1994, the City of DeLand Planning Board and City Commission approved the rezoning from Volusia County A-3, *Transitional Agriculture* & R-3, *Urban Single Family* to City of DeLand Planned Development, Twelve Oaks PD and Royal Oaks PD. The two Planned Developments had verbiage complimenting each other and tying them together as "sister" PD's through shared commercial uses, maximum number of residential units, buffer requirements and connectivity.

In 2010, both the Royal Oaks and Twelve Oaks PD's expired due to no development applications submitted.

In 2014, the Planning Board and City Commission approved to rezone a portion of the Royal Oaks PD (+/- 66.46 acres) to Summit Place PD and a portion of the Twelve Oaks PD (+/- 65.08 acres) to Gateway East PD. The two Planned Developments still retained verbiage complimenting each other and tying them together as "sister" PD's through shared commercial uses, maximum number of residential units, buffer requirements and connectivity.

The applicant is now requesting to amend the existing Gateway East PD (approved in 2014) to the Amended and Restated Gateway East PD and sever the connection to Summit Place PD (approved in 2014), therefore no longer being "sister" PD's.

However, the City of DeLand Comprehensive Plan Future Land Use Element, the Lake Winnemissett Gateway Corridor Plan still connects the two PD's. Therefore, the new amendments are held to the maximum 480 units through this Comprehensive Plan element, that can be split among the two PD's. The proposed Amended and Restated Gateway East PD will retain the remaining multifamily units (178 units) along with a mix of commercial uses.

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM GATEWAY EAST PLANNED DEVELOPMENT (PD) TO AMENDED AND RESTATED GATEWAY EAST PLANNED DEVELOPMENT ON PROPERTY LOCATED NORTH OF DAYTONA STATE COLLEGE, ALONG NORTH AND SOUTH OF STATE ROAD 44 BETWEEN NORTH SUMMIT AVENUE (COUNTY ROAD 4139) AND INTERSTATE-4; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY +/- 65.08 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, Joseph Posey, Jr., Esq., agent for the owners of approximately +/- 65.08 acres of land located north of Daytona State College, along north and south of State Road 44, between N. Summit Avenue (County Road 4139) and Interstate 4, 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 designation from Gateway East Planned Development to Amended and Restated Gateway East 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 current PD 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 Gateway/Activity Center 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 Gateway East Planned Development to Amended and Restated Gateway East Planned Development of approximately +/- 65.08 acres of land, located north of Daytona State College, along north and south of State Road 44, between North Summit Avenue (County Road 4139) and Interstate 4.

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 Amended and Restated Gateway East 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 Amended and Restated Gateway East 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 _____, 2024.

Christopher M. Cloudman
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:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 88°06'41" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 1689.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4138; THENCE RUN NORTH 18°57'28" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4138, A DISTANCE OF 161.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 567.11 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4138 RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°44'06" FOR A LENGTH OF 226.51 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4138 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44, SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3116.86 AND A CHORD WHICH BEARS NORTH 85°00'28" EAST A DISTANCE OF 2326.81 FEET; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°49'56" FOR A LENGTH OF 2384.53 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 63°05'30" EAST, ALONG SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44, A DISTANCE OF 892.11 FEET TO THE INTERSECTION OF SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44 AND THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 4; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 4 THE FOLLOWING SIX (6) COURSES: RUN SOUTH 26°54'30" EAST, A DISTANCE OF 142.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 540.00 FEET AND A CHORD WHICH BEARS SOUTH 26°25'08" EAST A DISTANCE OF 126.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'48" FOR A LENGTH OF 126.42 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 33°07'34" EAST, A DISTANCE OF 320.00 TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 370.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°02'51" FOR A LENGTH OF 336.11 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 630.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°31'15" FOR A LENGTH OF 60.70 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°26'32" WEST, A DISTANCE OF 161.30 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN SOUTH 88°23'36" WEST, ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, A DISTANCE OF 1690.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.83 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND RUN NORTH 01°46'14" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 612.65 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2820.11 FEET AND A CHORD WHICH BEARS NORTH 89°30'43" WEST FOR A DISTANCE OF 1713.56 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13 RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°07'26" FOR A LENGTH OF 1739.14 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44; THENCE RUN ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44, THE FOLLOWING NINE (9) COURSES: RUN NORTH 15°22'42" EAST, A DISTANCE OF 104.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 213.27 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°41'00" FOR A LENGTH OF 229.60 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 622.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°46'45" FOR A LENGTH OF 138.94 FEET; THENCE RUN NORTH 25°43'03" WEST, A DISTANCE OF 6.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 613.72 FEET AND A CHORD WHICH BEARS NORTH 80°51'03" EAST FOR A DISTANCE OF 73.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°51'48" FOR A LENGTH OF 73.52 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 57°25'09" EAST, A DISTANCE OF 215.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 915.42 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°33'25" FOR A LENGTH OF 504.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°58'34" EAST, A DISTANCE OF 644.45 FEET; THENCE RUN NORTH 89°08'34" EAST, A DISTANCE OF 15.12 FEET TO A POINT ON THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44 RUN SOUTH 01°46'14" EAST, ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13, A DISTANCE OF 417.45 FEET; THENCE RUN NORTH 89°08'34" EAST, DEPARTING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13, A DISTANCE OF 417.45 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE RUN SOUTH 01°46'14" EAST, A DISTANCE OF 58.88 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2820.11 FEET AND A CHORD WHICH BEARS SOUTH 69°05'14" WEST A DISTANCE OF 441.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°40'39" FOR A LENGTH OF 442.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.15 ACRES, MORE OR LESS.

1 “EXHIBIT B”

2 PLANNED DEVELOPMENT AGREEMENT

3 IN THE CITY COMMISSION OF THE

4 CITY OF DELAND, FLORIDA

5 IN RE: Z23-259, Application of

6 DeProp, LLC

7 ORDINANCE # _____

8
9 ORDER AND RESOLUTION

10 GRANTING A REQUEST FOR CHANGE OF ZONING FROM GATEWAY EAST PD

11 TO

12 THE FIRST AMENDED AND RESTATED GATEWAY EAST PD (PLANNED
13 DEVELOPMENT)

14
15 The application of DeProp, LLC, hereinafter, "Applicant," for rezoning was heard by and
16 before the City Commission, DeLand Florida, on _____. Based upon the verified
17 Application and other supporting documents, maps, charts, overlays, other evidence and
18 instruments; the advice, report, and recommendations of the Community Development, and other
19 Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received
20 at the Public Hearing on this Application by the Planning Board on March 13, 2024, and
21 otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of DeProp, LLC was duly and properly filed herein on December 11, 2023, as required by law.

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

C. This application concerns land totaling 65.08 +/- acres of land which is situated in DeLand, Florida. This land is described more particularly in the legal description attached hereto as Exhibit "A".

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

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the land described in Exhibit "A" from Gateway East PD to First Amended and Restated Gateway East PD (Planned Development).

B. That the said rezoning to First Amended and Restated Gateway East PD is consistent with both the City of DeLand Comprehensive Plan Ordinance #1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance #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 _____, A.D., _____, AS FOLLOWS:

A. That the Application of DeProp, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit A is hereby amended from Gateway East PD to the First Amended and Restated Gateway East PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance #2013-11, as amended.

1
2 C. That the Official Zoning Map of the City of DeLand is hereby amended to show
3 the rezoning of said parcel to First Amended and Restated Gateway East PD.
4

5 D. That the City of DeLand Land Development Regulations Ordinance #2013-11, as
6 amended, is consistent with the provisions of the "Development Agreement" as hereinafter set
7 forth in this Ordinance and with respect to any conflict between Land Development Regulations
8 Ordinance #2013-11, as amended, and the "Development Agreement", the provisions of the
9 "Development Agreement" shall govern. Ordinance #2013-11, as amended, shall govern with
10 respect to any matter not covered by the "Development Agreement." The City of DeLand, the
11 Applicant or Unified Owner(s) will ensure overall compliance with this Ordinance.

12 E. Unless otherwise provided for herein, the City of DeLand's Land Development
13 Regulations, Ordinance # 2013-11, as amended, shall apply to the First Amended and Restated
14 Gateway East PD in the same manner as the R-16 (with respect to any residential development)
15 and C-2 (with respect to any non-residential development) zoning classifications.

16 F. Nothing in this Ordinance shall abridge the requirements of any City of DeLand
17 Ordinance other than Ordinance #2013-11, as amended. Timing and review procedures
18 contained in this Order and Resolution may be modified to comply with the City of DeLand
19 Land Development Regulations, Ordinance #2013-11, as amended. Further, nothing in the
20 Development Agreement is intended to abridge the requirements of Ordinance #2013-11, as
21 amended, and any other City Ordinances.
22

23 AMENDED AND RESTATED DEVELOPMENT AGREEMENT

24 The City Commission of the City of DeLand, Florida, a chartered municipal corporation

1 located in Volusia County, Florida, previously approved a development agreement on October
2 20, 2014, binding DeProp, LLC, a Florida limited liability company, and their successors and
3 assigns, to the terms and provision of the Gateway East PD (Planned Development) adopted by
4 Ordinance # 2014-21. This Amended and Restated Development Agreement applies to the same
5 property as in Ordinance # 2014-21, which is more particularly described in the attached Exhibit
6 “A”.

7 The Parties hereto hereby agree to modify, amend, and restate, in whole, said
8 development agreement with the following provisions:

9 A. Development Concept. This Development Agreement has been drafted to sever
10 the property from the Gateway East PD (Planned Development) and amend and restate the
11 entitlements for the property with a new planned development agreement known as the Amended
12 and Restated Gateway East PD (Planned Development). The property shall be developed as a PD
13 substantially in accordance with the Planned Development Plan as defined below. The Planned
14 Development Plan shall govern the development of the property as a PD and shall regulate the
15 future land use of this parcel.

16 The purpose and intent of the Gateway East PD is to create a scenic entryway to the City
17 of DeLand along SR 44 with a balanced mixture of urban land uses to protect and enhance the
18 natural and built environment. The goal is to attract a mix of high-quality office, retail, multi-
19 family residential and ancillary support commercial uses so that complementary uses can be
20 located in close proximity to facilitate walking, bicycling and the use of the local roads for trips
21 from home to work or school and shopping.

22 1. Planned Development Plan. The Planned Development Plan shall consist
23 of the Development Plan Map prepared by Zev Cohen & Associates, Inc. and dated January 23,
24 2024 and this Development Agreement. The Development Plan Map is hereby approved and

1 incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall
2 be filed and retained for public inspection in the Planning Department, and it shall constitute a
3 supplement to the Official Zoning Map of the City of DeLand.

4 2. Amendments. All amendments of the Planned Development Plan shall
5 require the review and recommendation of the Planning Board and action by the City
6 Commission in the same manner as a rezoning of the parcel. The foregoing notwithstanding,
7 minor amendments not altering the intent and purpose of the Planned Development Plan may be
8 approved by the Planning Director after such departmental comment as he or she deems
9 appropriate. The Planning Director may not authorize administrative amendments which change
10 approved land uses or the location of district boundaries as depicted on the Development Plan
11 Map, the development standards set forth in Section E of this Development Agreement, or any
12 special condition or specific requirement of this Development Agreement. No amendment to this
13 Planned Development Plan shall be required in order to shift the location of specific uses from
14 where uses are shown on the Development Plan Map, so long as the type of use proposed for
15 development is located within the district corresponding to that type of use on the Development
16 Plan Map.

17 In the event the City adopts a minor amendment process in its land development
18 code, then the adopted code provisions for such process shall control the process for minor
19 amendments to this Planned Development Plan.

20 3. Subdivision Approval. After the Planned Development Plan is recorded,
21 and prior to any construction, including clearing and landfill, a preliminary and/or a combined
22 preliminary and final plat of the area to be subdivided shall be submitted for review and approval
23 in the manner required by Article 13 of the City of DeLand Land Development Regulations,
24 Ordinance #2013-11, as amended.

1 4. Final Site Plan Approval. For development activity that requires site plan
2 review and approval in addition to subdivision, a Final Site Plan shall be prepared and submitted
3 for review and approval in the manner required by Article 12 of the City of DeLand, Land
4 Development Regulations Ordinance #2013-11, as amended prior to any construction, including
5 clearing and grading.

6 5. Easements for Public and Private Facilities. Planning, design and
7 construction of all connections and extensions to potable water, sanitary sewer and electrical
8 power lines shall be the responsibility of the Developer and shall be reviewed and approved by
9 the City as part of the subdivision or site plan application process. Consistent with the applicable
10 standards from the City of DeLand, all subdivisions or site plans shall make accommodations for
11 the provision of easements to the applicable maintenance agency. Private systems, such as
12 stormwater management areas and facilities, shall be maintained by the property owner or a
13 property owners association. Stormwater management areas and facilities may be subject to
14 easements required by the City of DeLand and/or the St. Johns River Water Management
15 District.

16
17 B. Unified Ownership. The Applicant or his successors shall maintain unified
18 ownership of the subject property until after issuance of a Final Plat or Final Site Plan
19 Development Order for any portion of the property proposed for development.

20
21 C. Phases of Development. The Gateway PD may be developed and subdivided in
22 one or multiple phases, consistent with the Planned Development Plan, so long as such
23 subdivision complies with the provisions of this Agreement. As part of the subdivision process
24 for a particular phase of development, the Applicant shall ensure that all future phases for the

Property will be serviced with public utilities and right-of-way access necessary to stand alone for development. The Applicant shall provide all necessary easements for development and infrastructure servicing a particular phase proposed for subdivision, including identifying any shared facilities such as stormwater systems and internal driveways, if proposed. Notwithstanding the forgoing, boundaries identified on the Planned Development Plan may be reconfigured during the subdivision process, and individual phases may be developed and constructed simultaneously and/or in any order, however, subdivision approval shall be required for each phase and the restrictions of this Agreement shall apply to each phase of development.

D. Uses Allowed Within the PD. The following uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Residential Area:

- Family day care home.
- Mini and neighborhood parks.
- Multiple-family dwellings.
- Private clubs and lodges.
- Other uses approved by the city commission after review and recommendation by the planning board, which are unquestionably similar to those uses permitted herein.
- Community residential homes, single-family.
- Community residential homes, multifamily.
- Community and regional parks.
- Community gardens.
- Governmental and public building and land uses.
- Nursing (convalescent) homes, adult congregate-living facilities.
- Private parks.

Commercial Area:

The following uses shall be permitted within the Corridor District as depicted on the Planned Development Plan:

- General/Professional Offices.
- Financial Institutions.
- Medical office.

- Drugstores and pharmacies.
- Laboratories, hospitals and clinics.
- Medical clinics.
- Nursing homes and adult congregate living facilities.
- Mailbox and shipping shops.
- Office equipment sales and service.
- Copying, printing and lithography.
- Beauty salons, barbershops and day spas.
- Day care facilities, adult or child.
- Dry cleaning and laundry, retail.
- Tailor shops and shoe repair.
- Banquet facilities.
- Bed and breakfast inn.
- Catering services.
- Craft Food and Beverage Producer.
- Hotels or motels and associated accessory uses including restaurant and conference facilities.
- Restaurants including fast food and/or drive through facilities.
- Virtual kitchen.
- Bakery, pastry, gourmet, coffee and specialty beverage shops (retail).
- Convenience stores without gas pumps.
- Retail sales.
- Museums.
- Music, dance, gymnasium, art school or studio, excluding discotheques.
- Parks, mini and neighborhood.
- Research and development facilities.
- Corporate headquarters.
- Veterinary clinics allowing inside overnight boarding for clinical care.
- Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs.
- Uses requiring a DBPR 3PS liquor license (package sales) or 4COP liquor license (bars, lounges, etc.).
- Restaurants and establishments serving alcohol requiring a DBPR 2COP, 3PS or 4COP license with special class.
- Convenience stores with gas pumps (but truck stops and travel centers, etc. are not permitted).
- Multiple-family dwellings compliant with R-16 standards.
- Residential dwelling units above the first floor or one residential unit on the first-floor accessory to an office or commercial use.
- Parks, community and regional.
- Manufacturing - Craftsman shop.
- Manufacturing – Limited.

The following uses shall be permitted within the Corridor District as depicted on the Planned Development Plan:

- General/Professional Offices.
- Financial Institutions.

- Medical office.
- Drugstores and pharmacies.
- Laboratories, hospitals and clinics.
- Medical clinics.
- Nursing homes and adult congregate living facilities.
- Mailbox and shipping shops.
- Office equipment sales and service.
- Copying, printing and lithography.
- Beauty salons, barbershops and day spas.
- Day care facilities, adult or child.
- Dry cleaning and laundry, retail.
- Tailor shops and shoe repair.
- Banquet facilities.
- Bed and breakfast inn.
- Catering services.
- Craft Food and Beverage Producer.
- Hotels or motels and associated accessory uses including restaurant and conference facilities.
- Restaurants including fast food and/or drive through facilities.
- Virtual kitchen.
- Bakery, pastry, gourmet, coffee and specialty beverage shops (retail).
- Convenience stores without gas pumps.
- Retail sales.
- Museums.
- Music, dance, gymnasium, art school or studio, excluding discotheques.
- Parks, mini and neighborhood.
- Research and development facilities.
- Corporate headquarters.
- Veterinary clinics allowing inside overnight boarding for clinical care.
- Veterinary clinics and pet grooming shops with overnight and/or outdoor boarding facilities and runs.
- Uses requiring a DBPR 3PS liquor license (package sales) or 4COP liquor license (bars, lounges, etc.).
- Restaurants and establishments serving alcohol requiring a DBPR 2COP, 3PS or 4COP license with special class.
- Convenience stores with gas pumps (but truck stops and travel centers, etc. are not permitted).
- Residential dwelling units above the first floor or one residential unit on the first-floor accessory to an office or commercial use.
- Parks, community and regional.
- Manufacturing - Craftsman shop.
- Manufacturing – Limited.

E. Development Standards. Unless otherwise provided herein, all definitions, development standards or dimensional criteria shall be as set forth in the City of DeLand Land

Development Regulations, Ordinance #2013-11, as amended. Where this Development Agreement is silent on any particular development standard, the provisions of the R-16 (with respect to any residential development) and C-2 (with respect to any non-residential development) zoning classifications shall control. In addition, unless otherwise stated herein, all development shall meet the applicable City of DeLand Land Development Regulations Ordinance #2013-11, as amended, and the Lake Winnemissett Gateway Corridor standards.

The following shall apply to all development within Gateway East PD:

Overall Property:

1. Existing natural topography and site features shall be respected, or when modified shall improve the overall appearance of the site. Extreme changes in grade shall be avoided.
2. Building design, scale and details shall create architectural interest from both the pedestrian and the vehicular (street) point of view. Building design shall be undertaken in a manner which excludes box and rectangular structures composed entirely of blank walls.
3. Variations in rooflines shall be used to add interest to and reduce the massing of buildings. Pitched or sloped roofs are the preferred method of covering a building. Roof features shall be in a scale with the building's mass and complement the character of adjoining and/or adjacent buildings and neighborhoods.
4. Spacing and site of multiple buildings on a single site shall provide for a variety of spacing between structures. While architectural design for multiple structures on a single site is encouraged, monotonous repetition of identical structures on a single site shall be avoided.
5. The overall architectural theme, including colors, materials, signage, building orientation, shall be consistent with the Lake Winnemissett Gateway Corridor, City of DeLand Comprehensive Plan, Ordinance #1990-04, as amended. The signage for both the residential area and the commercial area shall primarily consist of one or more, or a mix, of the following

materials and colors: wood, stucco, metal, stone and white, grey, black, brown, or beige.

6. Building mechanical equipment, service, delivery, and work areas shall be visually screened from pedestrian areas and from public view. These areas shall be located as far as reasonably possible from adjoining residential uses.

7. All lighting shall comply with International Dark Sky standards, except as otherwise permitted by City of DeLand Land Development Regulations Ordinance #2013-11, as amended. This type of lighting is specifically designed to reduce light pollution by restricting the amount of upward-directed light, avoiding glare, avoiding over-lighting, utilizing dimming and other appropriate lighting controls, and minimizing short-wavelength (bluish) light in the nighttime environment.

8. Any fence, wall or visual screen which is visible from any public right-of-way shall be designed as an integral feature of the design of the principal structure, expressing similar character through the use of materials, colors, or textures.

9. Accessory structures and uses shall be consistent in design character with the principal structure. Outdoor storage areas shall be located behind the front façade of the main building and shall be fully screened from view from both the side and front view vantage points by structural means, vegetative means, or a combination of earthen berms and vegetation. Where screening is accomplished by structural means, the structure shall be compatible in design and color with the main building.

10. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. All landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences (“UF/IFAS”) Center for Landscape Conservation and Ecology, native, or low-water plant

1 material. All mulching will be conducted in accordance with the most current version of the
2 Florida Green Industries Best Management Practices (BMPs) handbook guidelines. Mowing in
3 common areas shall be done in accordance with the most current version of the Florida Green
4 Industries BMPs handbook and by certified landscaping contractors. Mowing adjacent to swales
5 shall be performed such that no clippings are deposited into any swales or water bodies. All
6 clippings that may have been deposited on impervious surfaces will be swept back into the
7 vegetated area. All pesticide applications in common areas shall be done by a certified
8 professional in accordance with the most current version of the Florida Green Industries BMPs
9 handbook.

10 11. The community design standards within the City of DeLand Land Development
11 Regulations, Ordinance No. 2013-11, as amended shall apply to the Gateway East PD.

12 12. Unless otherwise specified, signage for the Gateway East PD shall be provided
13 per the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

14 13. Low Impact Design Elements: The following Low Impact Development elements
15 shall be provided:

16 a. Stormwater Plantings. All stormwater ponds shall utilize supplemental
17 plantings to enhance the functionality and/or aesthetics of the stormwater system.
18 Littoral plantings shall be utilized if viability is likely – i.e. if a stormwater pond
19 is designed to remain wet. If a pond is designed to remain dry and littoral
20 plantings are unlikely to survive, the supplemental plantings shall be Florida
21 Friendly plants.

22 b. Swales. If it is practicable to incorporate swales into the development,
23 then bioswales will be provided which utilize Florida friendly plants that require
24 no fertilizers or irrigation and rocks to help control erosion.

c. Maintenance Requirements. The property owners association for the project shall be responsible for the maintenance of Low Impact Design Elements, and in no event shall they be the responsibility of the City of DeLand.

Residential:

1. Minimum lot area: 7,500 sq. ft.
1,8886 (townhome unit)
2. Minimum lot width: 75 ft.
20 ft. (townhome unit)
3. Minimum building setbacks:
 - a. Front yard: 30 ft. from project perimeter
 - b. Rear yard: 40 ft. from project perimeter when adjacent to a single-family residential district (may be reduced to 20 ft. if an eight-foot wall is used for visual screening)
20 ft. from project perimeter adjacent to all other districts
 - c. Side yard: 40 ft. from project perimeter when adjacent to single-family residential district (may be reduced to 20 ft. if an eight-foot wall is used for visual screening)
20 ft. adjacent to all other districts
In instances where the townhome

- unit is being subdivided into units for individual ownership, the interior side setback shall be reduced to 0 ft.
4. Minimum floor area: 900 sq. ft.
 6. Maximum building height: 65 ft. (overall)
35 ft. (townhome lots)
 7. Maximum number of units: 178
 8. Maximum impervious surface: 50% (overall)
85% (townhome lots)
 9. Off-Street Parking: Parking shall adhere to the City of DeLand Land Development Regulations Ordinance #2013-11, as amended. Enforcement of parking and maintenance of the access road shall be the responsibility of the property owners' association.
 10. Unless otherwise specified, the development standards of the R-16 – Multifamily Dwelling District, the City of DeLand Land Development Regulations Ordinance #2013-11, as amended, shall apply to those residential uses listed in Paragraph D.

Commercial:

1. Minimum lot area: 9,000 s.f.
2. Minimum lot width: 75 ft.
3. Minimum building setbacks:
 - a. Front yard: 20 ft.
 - b. Rear yard: 25 ft. from project perimeter when abutting residentially zoned

- 1 property
- 2 10 ft. adjacent to all other
- 3 c. Side yard: 25 ft. when from project perimeter
- 4 abutting residentially zoned
- 5 property
- 6 20 ft. when abutting a street
- 7 10 ft. adjacent to all other
- 8 4. Maximum building height: 80 ft.
- 9 5. Maximum impervious surface: 70%
- 10 6. Off-Street Parking: Parking shall adhere to the City of DeLand Land
- 11 Development Regulations Ordinance #2013-11, as amended, however, the
- 12 visitor/guest off-street parking requirement for cluster/multifamily development
- 13 shall be a minimum of 0.25 spaces per unit.
- 14 7. Unless otherwise specified, the development standards of the C-2 – General
- 15 Commercial District, the City of DeLand Land Development Regulations
- 16 Ordinance #2013-11, as amended, shall apply to those commercial uses listed in
- 17 Paragraph D.
- 18

19 F. Environmental Considerations.

- 20 1. The development shall comply with the requirements for preservation of
- 21 environmental resources as set forth in the Land Development Regulations Ordinance # 2013-11,
- 22 as amended. The actual location and layout of the developed areas within the Gateway East PD
- 23 property shall be determined during subdivision or site plan review. All required environmental
- 24 and ecological studies shall be completed for the entirety of the Gateway East PD property as

described in Exhibit “A”, even if development is proposed for only a portion of the property, prior to subdivision review or site plan approval, if no subdivision review is required.

2. Tree Protection Areas preserving a minimum of 15% of the overall site, excluding any required right-of-way dedication areas, shall be maintained as shown on the Planned Development Plan.

3. All Tree Protection Areas shall be maintained by the property owners' association.

4. The protection of Lake Winnemissett as a valuable asset shall be accomplished through wetland protection, wetland buffers, and on-site stormwater runoff filtration. Development shall integrate wetlands and other environmentally sensitive lands into the open space network.

5. The development of this Property shall be clustered such that it avoids and minimizes impacts to wetlands and other environmentally sensitive areas.

G. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the Gateway East PD will be provided in accordance with the Comprehensive Plan, Ordinance #1990-04, as amended, the Land Development Regulations Ordinance #2009-09, as amended, and State of Florida Administrative Code 64E-6.

H. Stormwater Drainage. Provision for stormwater retention shall be designed in accordance with all required governmental regulations and the Land Development Regulations Ordinance #2013-11, as amended, and shall otherwise comply with the Low Impact Design elements otherwise set forth herein.

1 I. Access and Transportation System Improvements. All access and transportation
2 system improvements shall be provided in accordance with the Land Development Regulations,
3 Ordinance #2013-11, as amended. The parcel shall be developed in substantial accordance with
4 the following access and transportation system improvements:

5 1. Access. Specific points of ingress and egress to the site are generally
6 described on the Planned Development Plan.

7 2. Transportation System Improvements.
8 Transportation system improvements will be provided as required by permitting agencies. The
9 Traffic Impact Analysis will include projected trips from the Lake Winnemissett Gateway
10 Corridor land not included within this development agreement.

11 Notwithstanding the foregoing, a traffic impact analysis has been provided for future
12 impacts of the development; however, the City recognizes that the actual development impacts
13 may change due to the mixed-use nature of the project and projected future growth of the area.
14 Therefore, in order to accommodate unanticipated development changes, Developer may allocate
15 equivalent traffic trips identified within the traffic impact analysis approved by the City from one
16 use category to another use, consistent with the use and entitlement restrictions in this
17 Agreement. Equivalent traffic trips shall be based on trip generation rates in the latest Institute of
18 Transportation Engineers (ITE) Trip Generation Manual.

19 3. Responsible Parties. Prior to approval of development, the Developer shall
20 submit a monitoring/modeling program for the combined Summit Place and Gateway East PDs
21 for review and approval by the City of DeLand and Volusia County. If the parties cannot agree
22 as to methodology of the monitoring/modeling study, the City of DeLand shall be final arbiter.

23 J. Building or Property Owners Association. The Applicant shall create one or more
24 building or property owner's association(s) for both the residential and non-residential portions

1 of the development. The charter and by-laws of said association(s) and any other agreements,
2 covenants, easements or restrictions shall be furnished to the City of DeLand at the time of
3 creation. The Applicant shall be responsible for recording said information in the Public
4 Records of Volusia County, Florida. Also, the Applicant shall bear and pay all costs for
5 recording all of the aforementioned documents.

6 With respect to the enforcement of said agreements, covenants, easements or restrictions
7 entered into between the applicant and the owners or occupiers of property within the Gateway
8 East PD, the City of DeLand shall only enforce the provisions of the "Development Agreement"
9 and City of DeLand Land Development Regulations Ordinance #2013-11, as amended,
10 whichever is applicable, and not the private agreements entered into between the aforementioned
11 parties.

12 K. Reverter Provision: The development rights granted herein shall vest as to any
13 portion of the property that has received a development order upon issuance of such development
14 order. As to any portion of the property that has not received a final development order (final
15 plat or site plan) within ten (10) years of approval of this Development Agreement the Planned
16 Development Plan shall expire and will be of no further force or effect and no development shall
17 occur on such portions of the property until rezoned. The City Commission may rezone the any
18 portion of the property as to which the Planned Development Plan has expired as may be
19 necessary or appropriate to protect adjoining properties or the public health, safety and welfare.
20

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

administered in a manner consistent with Article 12 of the City of DeLand Land Development Regulations Ordinance #2013-11, as amended.

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

DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____ day of _____, 2024.

ATTEST: City Commission of DeLand Florida

Michael Pleus
City Manager

Christopher M. Cloudman
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 _____, 2024, by Michael Pleus and Christopher M. Cloudman, as City Manager and Mayor, 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:

1
2

Commission #: _____
My Commission Expires: _____

1 WITNESSES:

2 DEPROP, LLC

3
4
5 By: _____
6 Print Name _____, Manager

7
8
9
10 *Print Name* _____

11
12 STATE OF _____
13 COUNTY OF _____
14

15 The foregoing instrument was acknowledged before me by means of ☐ physical
16 presence or ☐ online notarization this _____ day of _____,
17 2024, by _____, as Manager of DEPROP, LLC, who is personally
18 known to me or who has produced _____ as
19 identification.
20

21
22
23 NOTARY PUBLIC, STATE OF _____
24 Type or Print Name:

25 _____
26 Commission #: _____
27 My Commission Expires: _____
28
29
30
31
32

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

FOR A POINT OF REFERENCE, BEGIN AT THE SOUTHEAST CORNER SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 88°06'41" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 1689.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4138; THENCE RUN NORTH 18°57'28" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4138, A DISTANCE OF 161.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 567.11 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4138 RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°44'06" FOR A LENGTH OF 226.51 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4138 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44, SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3116.86 AND A CHORD WHICH BEARS NORTH 85°00'28" EAST A DISTANCE OF 2326.81 FEET; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°49'56" FOR A LENGTH OF 2384.53 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 63°05'30" EAST, ALONG SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44, A DISTANCE OF 892.11 FEET TO THE INTERSECTION OF SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44 AND THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 4; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 4 THE FOLLOWING SIX (6) COURSES: RUN SOUTH 26°54'30" EAST, A DISTANCE OF 142.30 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 540.00 FEET AND A CHORD WHICH BEARS SOUTH 26°25'08" EAST A DISTANCE OF 126.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'48" FOR A LENGTH OF 126.42 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 33°07'34" EAST, A DISTANCE OF 320.00 TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 370.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°02'51" FOR A LENGTH OF 336.11 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 630.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°31'15" FOR A LENGTH OF 60.70 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°26'32" WEST, A DISTANCE OF 161.30 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA; THENCE RUN SOUTH 88°23'36" WEST, ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 18, A DISTANCE OF 1690.46 FEET TO THE POINT OF BEGINNING.

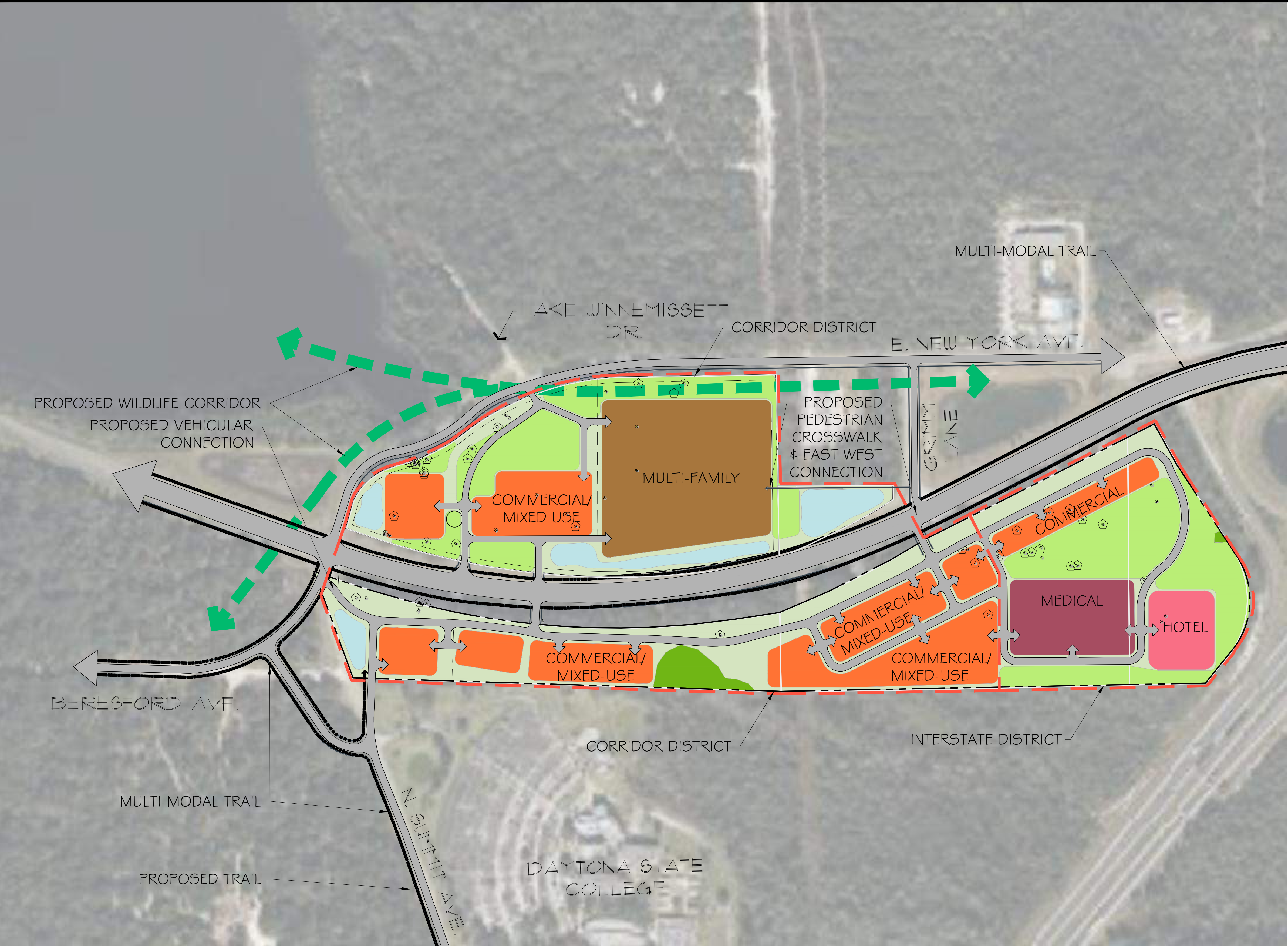
CONTAINING 40.83 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST AND SECTION 18, TOWNSHIP 17 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND RUN NORTH 01°46'14" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 612.65 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44, SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2820.11 FEET AND A CHORD WHICH BEARS NORTH 89°30'43" WEST FOR A DISTANCE OF 1713.56 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13 RUN ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°07'26" FOR A LENGTH OF 1739.14 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44; THENCE RUN ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44, THE FOLLOWING NINE (9) COURSES: RUN NORTH 15°22'42" EAST, A DISTANCE OF 104.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 213.27 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°41'00" FOR A LENGTH OF 229.60 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 622.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°46'45" FOR A LENGTH OF 138.94 FEET; THENCE RUN NORTH 25°43'03" WEST, A DISTANCE OF 6.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 613.72 FEET AND A CHORD WHICH BEARS NORTH 80°51'03" EAST FOR A DISTANCE OF 73.47 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°51'48" FOR A LENGTH OF 73.52 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 57°25'09" EAST, A DISTANCE OF 215.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 915.42 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°33'25" FOR A LENGTH OF 504.18 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 88°58'34" EAST, A DISTANCE OF 644.45 FEET; THENCE RUN NORTH 89°08'34" EAST, A DISTANCE OF 15.12 FEET TO A POINT ON THE AFOREMENTIONED EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE ROAD 44 RUN SOUTH 01°46'14" EAST, ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13, A DISTANCE OF 417.45 FEET; THENCE RUN NORTH 89°08'34" EAST, DEPARTING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 13, A DISTANCE OF 417.45 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 44; THENCE RUN SOUTH 01°46'14" EAST, A DISTANCE OF 58.88 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2820.11 FEET AND A CHORD WHICH BEARS SOUTH 69°05'14" WEST A DISTANCE OF 441.83 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°40'39" FOR A LENGTH OF 442.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.15 ACRES, MORE OR LESS.



CONCEPT GRAPHICS SCHEDULE

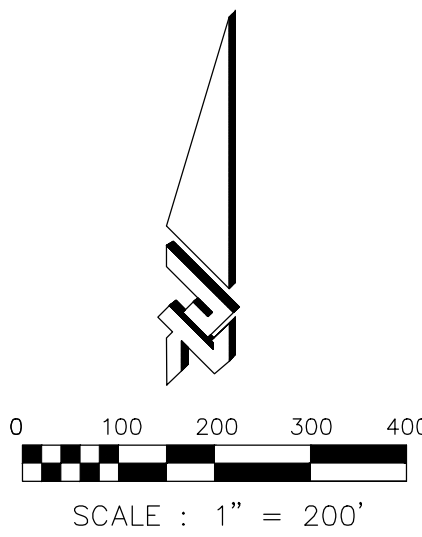
2023-05-25 08:15

- EXISTING SPECIMEN TREE
- EXISTING HISTORIC TREE
- WILDLIFE CORRIDOR
- MULTI-MODAL TRAIL

ZONING SCHEDULE

2023-07-24 12:56

SYMBOL	NOTES	ACRES
	STORMWATER AREA	3.14
	HOTEL	220 ROOMS
	MULTI-FAMILY/ TOWNHOMES	178 UNITS
	WETLAND	0.92
	COMMERCIAL/ MIXED-USE	225,000 SF
	OPEN SPACE	13.20
	MEDICAL	150,000 SF
	SIDEWALK	



CONCEPTUAL PLAN NOTES:

- EXISTING ZONING: PLANNED DEVELOPMENT
- THIS CONCEPTUAL PLAN WAS COMPLETED WITHOUT THE BENEFIT OF BOUNDARY, TOPOGRAPHICAL, WETLAND OR TREE SURVEY INFORMATION. SURVEY WILL BE REQUIRED FOR SITE PLAN APPROVAL AS DESCRIBED WITHIN THE CITY OF DELAND LDC.
- THIS CONCEPT PLAN REPRESENTS A POTENTIAL LAYOUT THAT WILL BE USED FOR ASSESSING THE TRAFFIC IMPACTS THAT COULD RESULT FROM DEVELOPMENT OF THE PROPERTY.
- THIS CONCEPTUAL PLAN IS NOT INTENDED TO IMPLY OWNERSHIP OF THE LAND SHOWN HEREON.
- THIS CONCEPTUAL PLAN HAS BEEN PREPARED USING THE INFORMATION COMPILED FROM THE FOLLOWING SOURCES: BOUNDARY INFORMATION BASED ON G.I.S. DATA BY VOLUSIA COUNTY, DATED 2022.
- DEPROP, LLC WILL HAVE THE RIGHT TO REVIEW AND COMMENT UPON THE DESIGN AND LOOK OF ALL PROPOSED STRUCTURES AND LANDSCAPE DESIGNS. ARCHITECTURAL REVIEW IS TO ENSURE A HIGH END UNIFORMITY TO FURTHER DELINEATE THE DISTRICT BOUNDARIES. THE CITY OF DELAND WILL REVIEW AND COMMENT ON THE SAME TO ASSURE CONFORMITY WITH ALL APPLICABLE CODE, PLANNED DEVELOPMENT, AND COMPREHENSIVE PLAN REQUIREMENTS.
- THE STORMWATER MANAGEMENT SYSTEM ON THIS CONCEPTUAL PLAN IS PRELIMINARY BASED ON THE BEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE.
- THIS PLAN HAS BEEN DEVELOPED AT THE REQUEST OF THE CITY, THE SPECIFIC USES SHOWN ON THIS CONCEPT PLAN ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE, OR MODIFICATION, DEPENDING ON MARKET DEMANDS AND MARKET CONDITIONS, AS DETERMINED BY DEPROP, LLC.
- SIDEWALK WILL BE PROVIDED ADJACENT TO ALL FRONTAGE ROADS/CONNECTOR ROADS. SIDEWALK HAS NOT BEEN SHOWN DUE TO GRAPHIC CONSTRAINTS.
- PLEASE REFER TO LAKE WINNEMISSETT GATEWAY CORRIDOR LOCAL PLAN AND RESPECTIVE PLANNED DEVELOPMENT AGREEMENTS FOR SPECIFIC DESIGN REQUIREMENTS THAT MAY EXCEED THE REQUIREMENTS IN THE CITY'S LAND DEVELOPMENT REGULATIONS.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	REVISIONS	BY
01	3/2/23	REVISED PER CLIENT COMMENT	JES
02	3/2/23	REVISED PER CITY COMMENTS	
03	7/2/23	REVISED PER CITY COMMENTS	
04	8/2/23	REVISED PER CITY COMMENTS	
05	1/23/24	REVISED PER CITY COMMENTS	
06	2/22/24	REVISED PER CITY COMMENTS	

DELAND GATEWAY / DEPROP
TIA
CONCEPTUAL PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF DELAND

PROJECT NO: 21187
ISSUE DATE: 5/31/23
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: MK
DRAWING FILE: 21187 CONCEPT
XREFS:

SCALE: 1" = 200'
SHEET: EX2 OF 2



PLANNING DEPARTMENT STAFF REPORT TO PLANNING BOARD

DATE: March 13, 2024

APPLICATION NO.: Z23-259

STAFF PLANNER: Emily Kunkel, *Planner II*

APPLICANT: Mr. Joseph Posey, Jr., *Storch Law Firm*

REQUEST: Amend the existing zoning designation from City of DeLand's Gateway East PD to City of DeLand's Amended and Restated Gateway East PD (Planned Development)

APPLICABLE REGULATIONS:

Article IV

Overlay and Floating Zones

Sec. 33-32 – Planned Development District.

Article XII

Administrative and Enforcement

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

City of DeLand Comprehensive Plan

Chapter 1 – Future Land Use Element

Local Plans - Lake Winnemissett Gateway Corridor Plan

A. SITE FACTORS:

Location: North of Daytona State College, Along North & South of SR-44, between N. Summit (County Road 4139) and I-4

Parcel Size: ± 65.08 acres

Land Use: Gateway/Activity Center

Existing Zoning: PD (Planned Development)

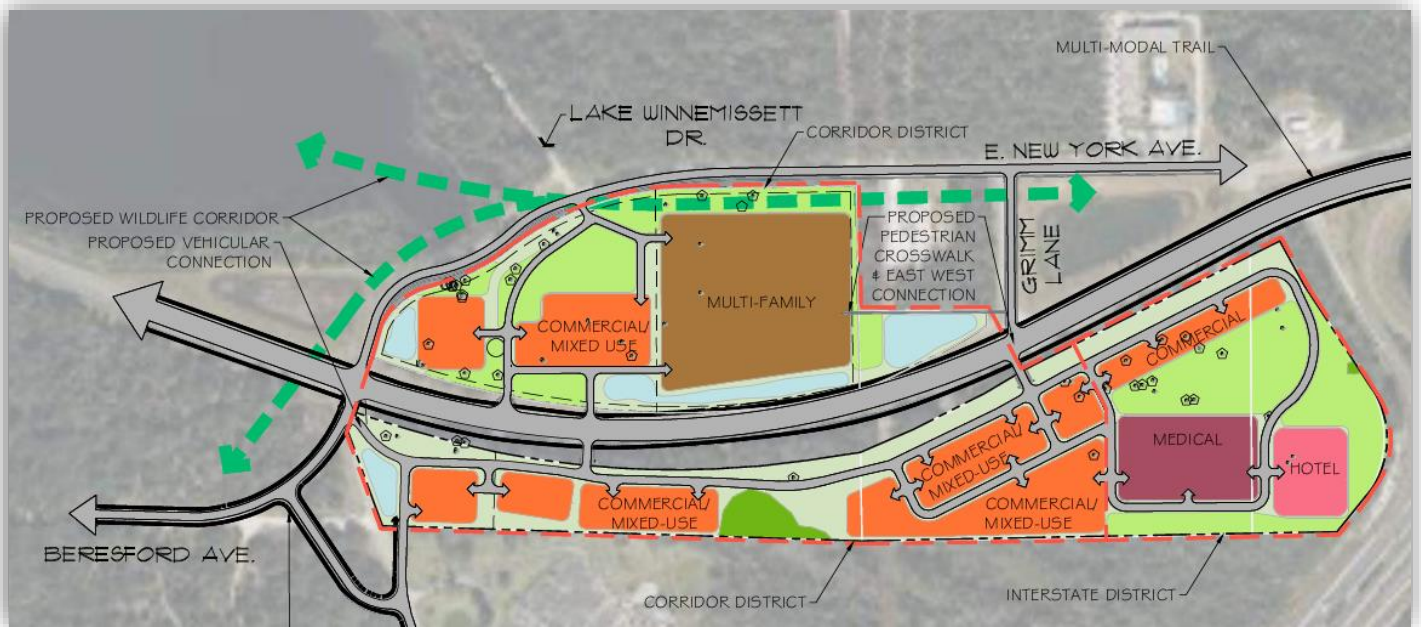
Existing Use: Vacant

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	VC: A-3 (NE) & CITY: Cresswind PD
South:	VC: Public/Semi-Public	VC: P
East:	VC: Federal Highway	VC: PC
West:	Educational	E-1 (SW) & Twelve Oaks PD (NW)

B. BACKGROUND: In 1994, the City of DeLand Planning Board and City Commission approved the rezoning from Volusia County A-3, *Transitional Agriculture* & R-3, *Urban Single Family* to City of DeLand Planned Development, Twelve Oaks PD and Royal Oaks PD. The two Planned Developments had verbiage complimenting each other and tying them together as “sister” PD’s through shared commercial uses, maximum number of residential units, buffer requirements and connectivity. The 1994 version of the Twelve Oaks PD (Ord.94-3) (446.9 acres) was proposed to be a mixed-use development, consisting of open space, single family residential, institutional, commercial and industrial land uses. The Royal Oaks PD (Ord. 94-2) (489.5 acres) was proposed to be a mixed-use

development, consisting of open space, residential, commercial and industrial land uses, and City of DeLand property (fire station/water pumping station). In 2010, both the Royal Oaks and Twelve Oaks PD's expired due to no development applications submitted.

In 2014, the Planning Board and City Commission approved to rezone a portion of the Royal Oaks PD (+/-66.46 acres) to Summit Place PD (Ord. 2014-20) and a portion of the Twelve Oaks PD (+/-65.08 acres) to Gateway East PD (Ord. 2014-21). The two Planned Developments still retained verbiage complimenting each other and tying them together as "sister" PD's through shared commercial uses, maximum number of residential units, buffer requirements and connectivity.



The applicant is now requesting to amend the existing Gateway East PD (approved in 2014) to the Amended and Restated Gateway East PD and sever the connection to Summit Place PD (approved in 2014), therefore no longer being "sister" PD's. However, the City of DeLand Comprehensive Plan Future Land Use Element, the Lake Winnemissett Gateway Corridor Plan still connects the two PD's.

Therefore, the new amendments are still held to the maximum 480 units through this Comprehensive Plan element, that can be split amongst the two PD's. The First Amended and Restated Summit Place PD will retain majority of the multi-family units (302) with a small commercial/mixed-use portion. The proposed Amended and Restated Gateway East PD will retain the remaining multi-family units (178 units) along with a mix of commercial uses.

C. ANALYSIS:

The proposed development consists of ± 65.08 acres of vacant, wooded land, located North of Daytona State College, along North & South of SR-44, between N. Summit (County Road 4139) and I-4. The applicant is requesting to rezone the subject property from City of DeLand's Gateway East PD to City of DeLand's Amended and Restated Gateway East PD (Planned Development).

The proposed PD Development Agreement allows a maximum of 178 multi-family units that will be developed on the north side of SR-44, to the east of the multi-family units will be commercial/mixed use. Additional commercial/mixed-use will be developed on the south side of SR-44, and hotel and medical uses are proposed along the I-4 corridor.

In general, unless otherwise stated in the PD Agreement, the development standards will be similar to the City's Multiple-Family Dwelling Districts and General Commercial District (C-2) from the City's Land Development Regulations.

As required by section 33-57.07(b) of the Land Development Regulations, a minimum of 15% of the subject property will be dedicated as Tree Protection Area (TPA). The development will be required to maintain a minimum buffer of 25' in width, except along the interstate where there shall be a 15' wide buffer. Special attention and effort shall be given to the preservation of the Tatum Lake ecosystem.

- D. School Concurrency:** An updated school concurrency application, reflecting the newly proposed number of units/type of residential, is still under review by the School Board. Once complete the applicant will need to submit the letter to City staff for review, prior to City Commission approval.
- E. Stormwater:** The existing natural topography and site features shall be respected, or when modified shall improve the overall appearance of the site. The existing Lake Tatum is located off-site and toward the south, but toward the NW of this site is the existing Lake Winnemissett, also located off-site but in close proximity. This PD amendment is proposing elements of low impact development (LID) design to accommodate the surrounding wetland and ecosystem. Supplemental plantings will enhance the functionality and aesthetics of these retention areas using predominantly Florida-Friendly Landscaping.
- F. Applicable City of DeLand Development Regulations**

Sec. 33-32 – Planned Development District of the Land Development Regulations 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.

The proposed Planned Development rezoning will allow for a mixed-use of commercial and residential to be developed. The criteria and standards to be met for approval have been reviewed and Staff finds the outlined consistencies and inconsistencies as outlined below.

The proposed development would utilize the natural topography and existing drainage to develop the site therefore; proposing to allow more open space and storm retention areas on the north sector in close proximity to Lake Winnemissett. A pedestrian crosswalk is proposed to allow pedestrian connectivity between the north and south sectors. The development of this proposed project shall be clustered to avoid and minimize the impacts to wetlands and other environmentally sensitive areas, such as Lake Winnemissett ecosystem.

Sec. 33-135 – Procedure for text amendments & rezoning of the Land Development Regulations provides the following factors to consider during the review of each application for rezoning or for changes in permitted uses, among the factors to be considered are the following:

1. Whether it is consistent with the Comprehensive Plan, and the land use, zoning patterns and character of the surrounding area.

The proposed Planned Development zoning is consistent with the Comprehensive Plan, specifically the Lake Winnemissett Gateway Corridor Plan that outlines standards that the original Royal Oaks and Twelve Oaks Planned Developments were to follow. These standards are being carried forward with these new amended and restated versions as well as the residential unit maximum of 480 dwelling units to be shared amongst the two PD's. The proposed development of the site is also consistent with Comprehensive Plan's intent to reduce urban sprawl and pursue smart growth principles as referenced in the DeLand 2050 Vision Plan.

2. The impact upon the environment or natural resources.

The subject site is heavily wooded and the proposed development would reduce the tree coverage significantly. However, the PD Agreement and associated plan will ensure that tree preservation areas, buffering and other tree requirements are identified and meet the minimum requirements of the Land Development Regulations, State & Federal regulations. Special attention and effort shall also be given to the preservation of the Tatum Lake ecosystem. The impervious surface for the entire project site, shall not exceed 70%. Additionally, the presence of listed species needs to be determined and addressed at the time of subdivision and Site Plan(s) process.

3. The impact upon the economy of any affected area.

The sites are currently undeveloped; therefore, the development of multi-family, commercial/mixed-use, medical and a hotel in this area, with close proximity to I-4, and surrounding residential neighborhoods should have a positive economic impact on the City and the surrounding area. This development could potentially raise overall home values by creating additional jobs, shopping, and convenience.

4. The impact upon governmental services.

Governmental services such as potable water, reclaimed water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City. The City's Utilities Department indicated, that a reclaimed water will be required for irrigation for this project.

An updated school concurrency application, reflecting the newly proposed number of units/type of residential, is still under review by the School Board. Once complete the applicant will need to submit the letter to City staff for review, prior to City Commission approval.

5. Any changes in circumstances or conditions affecting the area since the original assignment of zoning.

The proposed development is within the City's Employment Center overlay and to remain existing zoning; according to the DeLand 2050 Land Use guide. This area is to remain with the existing zoning and may allow increased density if it conforms to specific criteria, such as appropriate location and sustainability. The proposed zoning change will facilitate site improvements, and it is consistent with the previously approved surrounding land uses and zoning. The development of multi-family units and mixed-use commercial in close proximity to Interstate-4 is an appropriate location by encouraging higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.

6. Any mistakes in the original classification.

There were no mistakes in the original classification.

7. The effect upon the use or value of the affected area.

This site existing has vacant undeveloped, improvement of this site is anticipated to increase the value of the area and benefit the surrounding growth of the area. The proposed development abuts the Cresswind residential Planned Development (452 single-family lots) to the North, this development started in 2002 and is being completed in phases. Daytona State College is existing and located South of this proposed rezoning. Lakewood Park residential Planned Development (434 single-family lots) to the SW has lot sizes averaging around 40-65 ft. in width, with houses actively being built since 2021.

8. The impact upon the public health, safety and welfare.

There is no indication at this time that the new proposal will create additional impacts upon public health, safety and welfare, other than traffic generation. All provided services have the capacity needed to accommodate the proposed development. Impacts if any, to the surrounding County roadway network will be required to be mitigated proportionally by the developer. The proposed construction of Beresford Avenue extension from Blue Lake Avenue to SR-44 will positively facilitate truck and traffic movement. A

Transportation Facility Analysis (TFA) was submitted for this rezoning dated February 2024 and the proposed development will not specifically cause any of the study area roadway segments to exceed their capacity. The existing segment of SR-44 from Blue Lake Avenue to Summit Avenue currently operates in excess of its capacity, and will continue to exceed its capacity (Horizon Year 2029) whereas all other segments analyzed operate adequately.

CITY OF DELAND COMPREHENSIVE PLAN CHAPTER 1 – FUTURE LAND USE ELEMENT

Local Plans - Lake Winnemissett Gateway Corridor Plan

Development within the Lake Winnemissett Gateway Corridor shall be consistent with the goals, objectives, and policies enumerated below. These goals, objectives, and policies shall not be interpreted, either individually or collectively, as relieving compliance with other elements of the Comprehensive Plan and/or other City land development regulations. Rather, it is the purpose of these goals, objectives, and policies to supplement, not substitute or supersede, the Comprehensive Plan and other land development regulations.

f14.1.7 w Encourage unified design of new development that enhances the area as a mixed use gateway into the City of DeLand.

The development of this Planned Development having residential mixed with some commercial/mixed-use on the North side of SR-44, and the remaining commercial/mixed-use, medical use, and hotel use on the South side, enhances the area as a mixed-use gateway into the City of DeLand.

f14.3.2 w Developments shall be designed to integrate wetlands and other environmentally sensitive lands into an open space network. This network should be linked to similar systems on the same property or adjacent properties, including parcels outside of the gateway.

The Planned Development rezoning is proposing to have open space/stormwater pond along the portion abutting existing Lake Winnemissett and proposed wildlife corridor into the development creates the connected open space system.

f14.3.3 w Protect original clusters of historic trees as designated in Twelve Oaks and Royal Oaks PD and any other historic trees located in the LWGC.

The concept plan shows multiple existing historic trees where commercial/mixed-use is proposed. A full and complete tree survey will be required at time of development submittal, and it is recommended that all Historic Trees are to be preserved.

f14.4.6 w In order to delay the school capacity determination until a residential development is proposed in the new Local Plan, Lake Winnemissett Gateway Corridor; the plan is limited to only 480 multi-family dwelling units, unless the Local Plan is amended and a school capacity agreement is approved between the School Board and the developer.

The original Planned Developments, Twelve Oaks and Royal Oaks split the maximum 480 dwelling units between the two PD's. The Gateway East is proposing to be unlinked from First Amended and Restated Summit Place PD, while still retaining maximum 480-unit count to be split between the two PD's. The Amended and Restated Gateway East PD is proposing to develop 178 of these units. An updated school concurrency letter will need to be submitted prior to final approval, ensuring that adequate school capacity can be met.

f14.5.1 w In conjunction with affected landowners, local governments and Florida Department of Transportation; the City of DeLand shall assure that necessary transportation improvements for the thoroughfares/roadways identified in the original Traffic Impact Analysis for the combined PD's of Twelve Oaks and Royal Oaks are re-evaluated to determine appropriate mitigation. The specific segments that need to be re-evaluated are: Kepler/MLK from US 92 to SR-472 Beresford from Blue Lake to SR-44 (extension)

US 92 from Woodland to Kepler
SR-44 from Voorhis to I-4
Summit from SR-44 to I-4
Blue Lake from Plymouth to SR-44

A Transportation Facility Analysis (TFA) was submitted for this rezoning dated February 2024. The TFA outlines majority of the segments above, with some additional segments included. A trip generation analysis, was calculated using information published in the Institute of Transportation Engineers (ITE), Trip Generation Manual (11th Edition) that outlines the previously proposed development of 180-unit apartments, 220-room hotel, 150,000 square foot of medical office space, and 260,000 square foot of commercial space.

The analysis states that 13,583 net new external trips per day, which 1,249 trips would occur during the PM peak hour. The applicant will need to submit an updated traffic study reflecting the newly proposed 178-units rather than 180-units, which will decrease the number of trips slightly.

The proposed project is on the North and South sides of State Road 44, which is categorized as an Urban Principal Arterial road. Per the latest Volusia County Traffic Counts (2021), this portion of State Road 44 (N. Summit Ave. to I-4), is operating at a Daily Level of Service (LOS) of “C” with an allowable LOS of “D”. This segment can handle an additional 18,800 daily trips before reaching capacity.

The existing segment of SR-44 from Blue Lake Avenue to Summit Avenue currently operates in excess of its capacity, and will continue to exceed its capacity (Horizon Year 2029) whereas all other segments analyzed operate adequately. The addition of this proposed development, will not specifically cause any of the study area roadway segments to exceed their capacity. A full Traffic Impact Analysis (TIA) will be required because the projected average daily trips exceed 1,000 trips. Any impacts to the offsite roadway network caused by the development will be addressed through Volusia County’s process.

f14.7.7 w Residential development adjacent to a school site will ensure public access, including vehicular, bicycle and pedestrian traffic, will be integrated between the school and the residential community.

A multi-modal trail is proposed from this site to the South to allow for variety of transportation alternatives to surrounding uses, such as Daytona State College and future development of the area.

G. CONCLUSION:

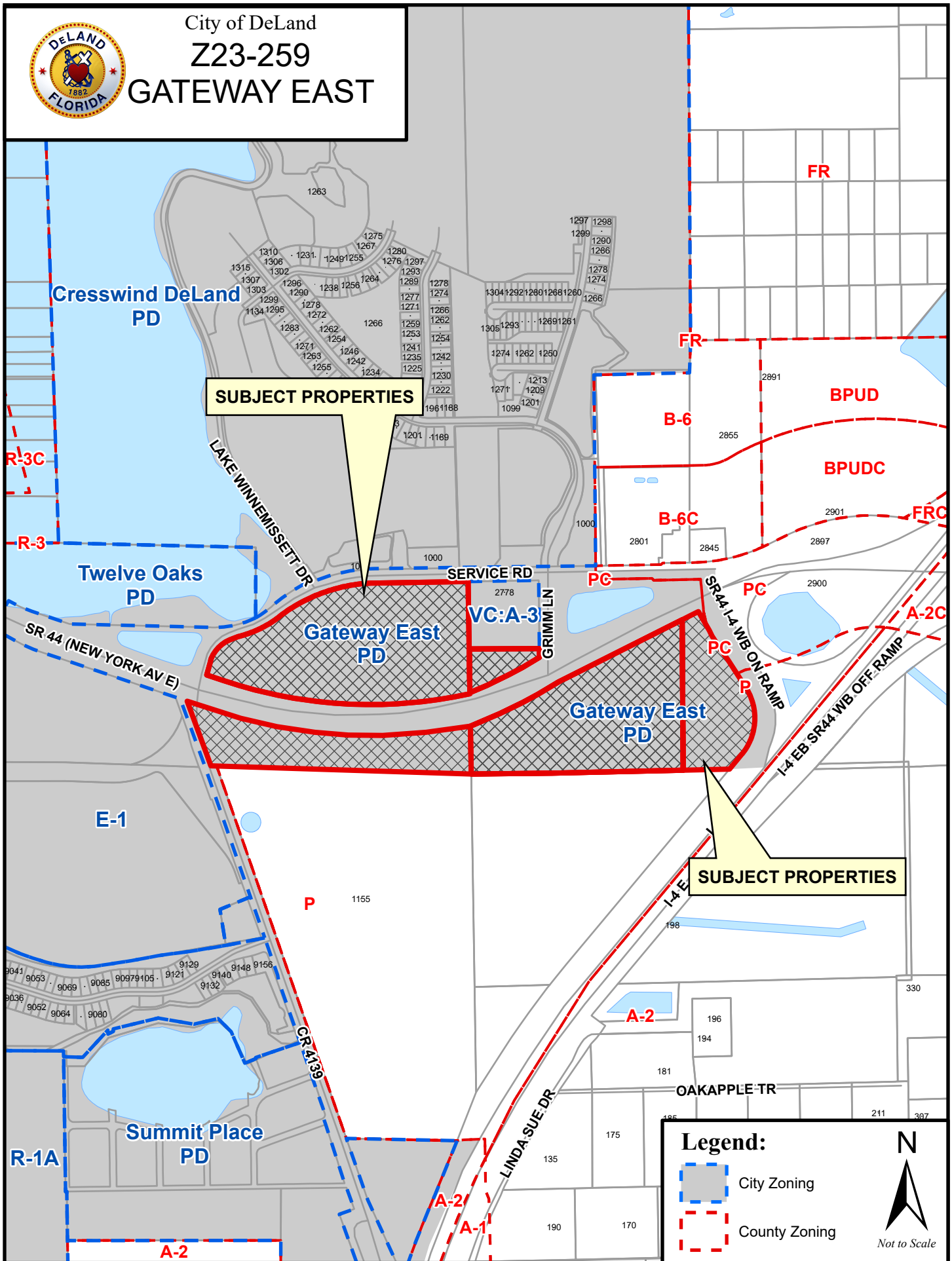
The Applicant is proposing a rezoning from City of DeLand’s Gateway East PD to City of DeLand’s Amended and Restated Gateway East PD in order to develop the subject property as a mixed -use development consisting of 178 multi-family units, 220-room hotel, 225,000SF commercial/mixed-use, and 150,000SF medical space. Submittal of a preliminary and final plat and site plan(s) for the proposed Commercial will be required to ensure the provisions of the Planned Development Agreement are satisfied, as determined by TRC Staff, Planning Board, and City Commission.

H. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation for approval of this rezoning request from City of DeLand’s Gateway East PD to City of DeLand’s Amended and Restated Gateway East PD.

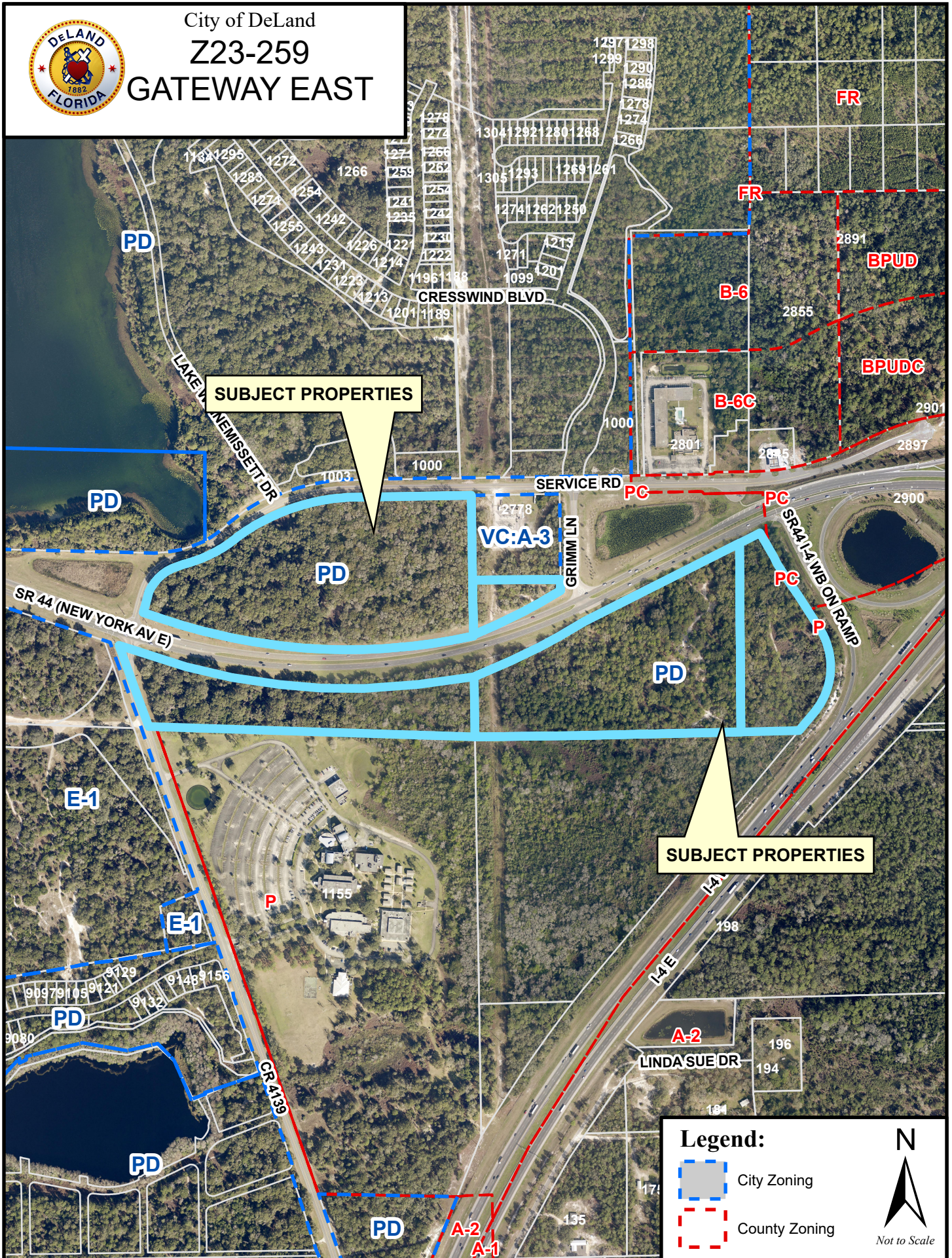


City of DeLand
Z23-259
GATEWAY EAST





City of DeLand
Z23-259
GATEWAY EAST



CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: First Reading of Ordinances Amending City of DeLand Charter.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: ORD-2024-15 SEC. 7, 8, 14, 15, 16, 33, 44, 51 FINAL, ORD-2024-16 SEC. 4 (17) FINAL, ORD-2024-17 SEC. 4 (33) FINAL, ORD-2024-18 SEC. 34 FINAL, ORD-2024-19 SEC. 39 FINAL, ORD-2024-20 SEC. 40 FINAL, ORD-2024-21 SEC. 42 - FINAL, ORD-2024-22 SEC. 58 FINAL, ORD-2024-23 SEC. 64 FINAL, ORD-2024-24 SEC. 127 - FINAL

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

Section 159 of the Charter of the City of DeLand states, "This charter may be altered or amended at any time in accordance with the provisions of general law. At least once every ten years the city commission shall appoint a Charter Review Committee to study this Charter and recommend changes, if any, to be proposed for approval by the voters as provided by general law."

On January 17, 2024, the City Commission appointed a Charter Review Committee which met several times and ultimately recommended the changes which are contained in the ten (10) ordinances attached to this agenda item. Each ordinance contains the separate ballot language for the August 20, 2024 Charter Referendum.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The budget for the general election is \$1,500 - \$3,000 (budgeted for advertising costs). This year the City will have a total of three (3) elections: general election, charter referendum election, and tax abatement referendum election. The City's agreement with the Volusia County Supervisor of Elections states that, should a city's election cause extra ballot pages to be needed, the city must pay for those extra ballot pages. With two (2) referendums, one of which is going to require ten (10) separate ballot questions, the City of DeLand is almost assuredly going to incur this extra cost. The actual cost is \$0.20 per page, multiplied by an anticipated 26,887 ballots, for a total of \$5,377 per page.

RECOMMENDATION:

It is recommended that the City Commission review the following ten (10) ordinances: Ord. 2024-15, Ord. 2024-16, Ord. 2024-17, Ord. 2024-18, Ord. 2024-19, Ord. 2024-20, Ord. 2024-21, Ord. 2024-22, Ord. 2024-23, and Ord. 2024-24.

If it is the Commission's desire to approve these ordinances on first reading, it is recommended that there be a separate motion and vote for each of the ordinances.

BACKGROUND/DISCUSSION:

ORDINANCE NO. 2024 - 15

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE II, SECTION 7 “PRESIDING OFFICER, MAYOR-COMMISSIONER AND VICE-MAYOR” AND ARTICLE II, SECTION 8 “ELECTION OF COMMISSION; VACANCY; TERM” BY AMENDING ARTICLE II, SECTION 14 “APPOINTMENT OF CITY MANAGER”; BY AMENDING ARTICLE II, SECTION 15 “COMPENSATION”; BY AMENDING ARTICLE II, SECTION 16 “REMOVAL AND SUSPENSION”; BY AMENDING ARTICLE III, SECTION 33 “QUALIFICATIONS”; BY AMENDING ARTICLE V, SECTION 44 “FIRE DEPARTMENT”; BY AMENDING ARTICLE VI, SECTION 51 “CITY ATTORNEY; ASSISTANT CITY ATTORNEY; APPOINTMENT AND QUALIFICATIONS”; PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article II of the Charter is hereby amended by amending Section 7 “Presiding officer, mayor-commissioner and vice-mayor” by deleting the ~~stricken thru~~ language and by inserting the new underlined language to read as follows:

Sec. 7. Presiding officer, mayor-commissioner and vice-mayor.

The mayor-commissioner shall preside at all meetings of the city commission and shall perform such other duties, consistent with ~~his~~ the mayoral office, as may be delegated to ~~him~~ the mayor-commission by the city commission. ~~He~~ The mayor-commissioner shall have a voice and a vote in the proceedings of the city commission, but shall not have any veto power. ~~He~~ The mayor-commissioner shall be recognized as the head of the city government for all ceremonial purposes and by the governor of this state for purposes of military law. ~~He~~ The mayor-commissioner shall

execute all instruments to which the city is a party, on behalf of the city, unless otherwise provided by this Charter or by resolution. ~~He~~ The mayor-commissioner shall have the authority to issue, sign and present certificates and proclamations. ~~He~~ The mayor-commissioner shall not have any regular administrative duties, except as may be authorized in this Charter. A vice-mayor shall be elected by the city commission from its own members at its organizational meeting. In the temporary absence from the city or in the temporary disability of the mayor-commissioner, ~~his~~ the mayor-commissioner duties shall be exercised by the vice-mayor. The temporary absence or disability of the mayor-commissioner shall be certified to the city commission by the city manager.

Section 2. Article II of the Charter is hereby amended by amending Section 8 “Election of commission; vacancy; term” by deleting the stricken-thru language and by inserting the new underlined language to read as follows:

Sec. 8. Election of commission; vacancy; term.

At all elections the candidates shall be grouped by seats on the commission. Seat Number 1 shall be for the office of mayor-commissioner. Seat Numbers 2 through 5 shall be for the office of commissioner. All members of the commission shall be elected for terms of four years.

If a vacancy occurs in the city commission and there is more than 28 months remaining in the term, or if a resignation is provided to the City Clerk by a sitting city commissioner at least 28 months prior to the expiration of that commissioner's term, which resignation is effective at least 24 months prior to the expiration of that commissioner's term, then the city commission shall, within 60 days from the date of the vacancy, call for a special election to elect the replacement. In all other instances in which a vacancy occurs in the city commission, the city commission shall, within 45 days of the date of the vacancy, elect by majority vote of the remaining commissioners a replacement commissioner. Any replacement commissioner elected or appointed under this section shall take office immediately upon ~~his or her~~ their appointment or election and qualification and shall serve for the remainder of the term of office of the commissioner ~~whom he or she~~ being replaced.

Section 3. Article II of the Charter is hereby amended by amending Section 14 “Appointment of city manager” by deleting the stricken-thru language and by inserting the new _ language to read as follows:

Sec. 14. Appointment of city manager.

The city commission shall appoint an officer of the city, who shall have the title of city manager, and ~~he~~ the city manager shall have the powers and perform the duties provided in this Charter and such other duties designated by the city commission. No city commissioner shall receive such appointment during the term for which ~~he~~ the city commissioner shall have been elected or appointed, nor within one year after the expiration of ~~his~~ such term.

Section 4. Article II of the Charter is hereby amended by amending Section 15 “Compensation” by deleting the stricken-thru language and by inserting the new underlined language to read as follows:

Sec. 15. Compensation.

The city manager shall receive a compensation for ~~his~~ their services to be fixed by the city commission.

Section 5. Article II of the Charter is hereby amended by amending Section 16 “Removal and suspension” by deleting the stricken-thru language and by inserting the new underlined language to read as follows:

Sec. 16. Removal and suspension.

The city manager shall be removable by the city commission, but if removed at any time after having served six months, ~~he~~ the city manager may demand written charges and a public hearing upon the same by the city commission. Such charges shall be approved at a public meeting by majority vote of the commission. The public hearing shall take place seven days after the meeting at which said charges are approved. The city manager's final removal shall not take effect until such hearing has been had, but the commission may suspend ~~him~~ the city manager from office at any time and appoint an interim city manager pending the preparation of written charges or the public hearing thereon.

Section 6. Article III of the Charter is hereby amended by amending Section 33 “Qualifications” by deleting the stricken-thru language and by inserting the new underlined language to read as follows:

Sec. 33. Qualifications.

The city manager shall be chosen by the city commission solely on the basis of ~~his~~ their executive and administrative qualifications, with special reference to ~~his or her~~ their actual experience in, or ~~his or her~~ knowledge of, accepted practice in respect to the duties of ~~his or her~~ the city manager's office as hereinafter set forth. At the time of ~~his or her~~ their appointment, ~~he or she~~ the city manager need not be a resident of the city or state, but within one year of appointment, ~~he or she~~ the city manager shall become a resident within the corporate limits of DeLand.

Section 7. Article V of the Charter is hereby amended by amending Section 44 “Fire department” by deleting the stricken-thru language and by inserting the new underlined language to read as follows:

Sec. 44. Fire department.

The city shall provide fire services which shall consist of a fire chief and such number of ~~firemen~~ firefighters as the city commission may determine. The fire chief shall be the head of the fire department. ~~He~~ The fire chief shall be appointed by the city manager. The fire

chief shall be under the direction and supervision of the city manager. ~~He~~ The fire chief and the ~~firemen~~ firefighters shall receive a salary to be fixed by the city commission, and shall have authority to enforce all city ordinances relating to the prevention and extinguishment of fires and the protection of life and property within the limits of the city, and to execute all papers and process of the city or its authorities relating thereto, and to perform such other duties as may be lawfully required of them. Nothing in this section shall preclude the city from contracting for fire services with another governmental jurisdiction or independently created fire district.

Section 8. Article VI of the Charter is hereby amended by amending Section 51 “City attorney; assistant city attorney; appointment and qualifications” by deleting the ~~stricken thru~~ language and by inserting the new underlined language to read as follows:

Sec. 51. City attorney; assistant city attorney; appointment and qualifications.

The city commission shall appoint a city attorney who shall act as the legal advisor to, and attorney and counselor for, the city and all of its officers in matters relating to their official duties. ~~He~~ The city attorney shall prosecute and defend for and in behalf of the city, all civil complaints, suits and controversies in which the city is a party. ~~He~~ The city attorney shall furnish the city commission, the city manager and the head of any department, ~~his~~ their opinion on any question of law relating to their respective powers and duties. In addition to the duties specifically imposed under this Charter, ~~he~~ the city attorney shall perform such other professional duties as may be required of ~~him~~ the city attorney by ordinance or resolution of the city commission, or as are prescribed for city attorneys under the general laws of the state, which are not inconsistent with this Charter. The city attorney shall be a lawyer admitted in and having authority to practice in all courts of the state. At such time as the city commission shall determine that ~~his~~ city attorney services are needed, the city commission may appoint an assistant city attorney, whose powers and duties shall be the same as the city attorney. The city commission may also preapprove a list of attorneys meeting the same qualifications as required for city attorney who may be specifically designated acting/assistant city attorney by the city attorney to fulfill the city attorney's duties when the city attorney is unavailable or needs assistance.

Section 9. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand’s Charter to Provide Gender Neutral References to the Mayor and City Commissioners, City Manager, Fire Chief, City Attorney and Replace the Term Firemen with Firefighters

Shall DeLand’s charter be amended to change references to the mayor, city commissioners, city manager, Fire Chief and City Attorney from masculine to gender neutral and change the term “firemen” to “firefighters” to reflect the fact that both men and women can hold such positions?

YES_____

NO_____

Section 10. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 11. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance,” or similar words, may be changed to “Section,” “Article” or other appropriate word.

Section 12. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 13. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 14. Severability. 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 15. Effective Date. Sections 1 through 8 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 16

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE I, SECTION 4 “GENERAL POWERS” SUBSECTIONS (17); PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article I of the Charter is hereby amended by amending Section 4 “General Powers”, subsection (17), by deleting the ~~stricken-thru~~ language and by inserting the new underlined language to read as follows:

Sec. 4. General Powers.

(17) Reserved. ~~To drain swamp, marsh, overflow and low lands within or without the city for the betterment of sanitary conditions within the city.~~

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand’s Charter to Remove the Power to Drain Swamp, Marsh, Overflow and Low Lands

Shall DeLand’s charter be amended to remove the statement that the city commission has the power to drain swamp, marsh, overflow and low lands inside and outside of the city since the city commission could not lawfully exercise such powers under current state and federal law?

YES_____

NO_____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance,” or similar words, may be changed to “Section,” “Article” or other appropriate word.

Section 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this ____ day of _____, 2024.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 17

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE I, SECTION 4 “GENERAL POWERS” SUBSECTION (33); PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the proposed amendment to the Charter shall be conditioned upon approval of the voters by referendum.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article I of the Charter is hereby amended by amending Section 4 “General Powers”, subsection (33), by deleting the ~~stricken thru~~ language and by inserting the new underlined language to read as follows:

Sec. 4. General Powers.

(33) To provide for the punishment of persons who may at any time disturb the peace of the city, and to do or regulate any other matter or thing that may tend to promote the health, welfare, prosperity and morals of the city, ~~and to prohibit and suppress all bawdy houses and disorderly houses and any exhibition, show, circus, parade or amusement contrary to good morals and to prohibit and suppress the distribution, sale or possession of obscene pictures and literature.~~

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand’s Charter to Remove Outdated References to Certain Activities

Shall DeLand’s charter be amended to remove the outdated references to certain activities which are regulated under other provisions of state or local law?

YES _____

NO _____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance,” or similar words, may be changed to “Section,” “Article” or other appropriate word.

Section 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 18

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE III, SECTION 34 “POWERS AND DUTIES”; PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article III of the Charter is hereby amended by amending Section 34 “Powers and duties” by deleting the ~~stricken thru~~ language and by inserting the new underlined language to read as follows:

Sec. 34. Powers and duties.

The city manager shall ~~be the chief administrative officer~~ serve as the City’s Chief Executive Officer and head of the administrative branch of the city government. ~~The city manager except as herein provided. He shall be responsible to the city commission for the proper administration of all affairs of the city, the professional management of the city and providing leadership to carry out the policies and procedures as established by the City Commission, and to that end he shall have power and shall be required to:~~

- (1) Execute the laws and administer the government of the city.
- (2) Appoint upon the basis of ability and competence and may remove all officers and employees of the city for cause, except as otherwise provided by this Charter, and except as he may authorize the head of a department or office to appoint subordinates in such department or office.
- (3) Prepare the budget annually and submit it to the city commission, and be responsible for its administration after adoption.

- (4) Attend all meetings of the city commission and of its committees, with the right to take part in the discussion of matters affecting the city, but without having a vote.
- (5) Recommend to the city commission for adoption such measures as ~~he~~ the city manager may deem necessary or expedient in the interest of the city.
- (6) Be the purchasing agent for the city and as such make all purchases of supplies and shall approve all vouchers for payment of same, except the city manager may delegate this power pursuant to Section 62 of this Charter.
- (7) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed and, upon knowledge of any violation thereof, it is mandatory that he shall report the same to the city attorney, whose duty it shall be without further authority to take such legal steps as he may deem necessary to enforce the same.
- (8) Prepare and submit to the city commission as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year.
- (9) Keep the city commission advised of the financial condition and future needs of the city, and make such recommendations as may seem to him desirable.
- (10) Accept by all courts service of civil process on the city.
- (11) Perform such other duties as may be prescribed by this Charter or required of him by the city commission, not inconsistent herewith.

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand's Charter to Clarify the Role of the City Manager

Shall DeLand's charter be amended to identify the city manager as the city's chief executive officer and clarify that the city manager is responsible for carrying out the policies and procedures established by the city commission?

YES _____

NO _____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance,” or similar words, may be changed to “Section,” “Article” or other appropriate word.

Section 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 19

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE IV, SECTION 39 “CITY CLERK-AUDITOR; DUTIES”; PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article IV of the Charter is hereby amended by amending Section 39 “City clerk-auditor; duties” by inserting the new underlined language to read as follows:

Sec. 39. City clerk-auditor; duties.

There shall be a city clerk-auditor who shall be appointed by and serve at the pleasure of the city commissioners. The city clerk-auditor shall receive a salary to be fixed by the city commission.

The city clerk-auditor shall give notice of the meetings of the city commission, shall keep the minutes of its proceedings, shall be the custodian of the city seal, shall authenticate by signature and record and keep for that purpose all ordinances and resolutions passed by the city commission, and shall perform such other duties as may be assigned by the city commission. The city clerk-auditor shall also countersign all contracts made on behalf of the city. No contract made on behalf of the city or to which the city is a party shall be valid unless countersigned by the city clerk-auditor. The city clerk-auditor or the designee of the city clerk-auditor, shall also have the power to administer oaths.

The city clerk-auditor shall perform internal auditing on the financial records of the city and is directly accountable to the city commission as the representative of the legislative branch of government.

The city clerk-auditor shall perform such other duties as may be assigned by the city commission.

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand's Charter to Provide the City Clerk-Auditor the Authority to Designate Alternate Officials to Administer Oaths

Shall DeLand's charter be amended to provide the city clerk-auditor the authority to designate other officials to administer oaths?

YES_____

NO_____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article" or other appropriate word.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 20

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE IV, SECTION 40 “CITY FINANCE DIRECTOR; APPOINTMENT, COMPENSATION, DUTIES”; PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article IV of the Charter is hereby amended by amending Section 40 “City finance director; appointment, compensation, duties” by deleting the ~~stricken thru~~ language and by inserting the new underlined language to read as follows:

Sec. 40. City finance director; appointment, compensation, duties.

There shall be a city finance director who shall be appointed by and shall be under the direction and supervision of the city manager. The finance director shall receive a salary to be fixed by the city ~~commission~~ manager.

The finance director shall be responsible for the collection, receipt and accounting for all funds of any kind due to the city and shall be custodian of such funds. The finance director shall be responsible for keeping a separate account of each fund or appropriation and of the debits and credits pertaining thereto. ~~The finance director shall be responsible for the preparation of receipts in duplicate for all monies received by the city, delivering one copy of the receipt to the person paying in the money and retaining the other for accounting purposes.~~ All funds of the city shall be deposited by the finance director in such banks or depositories as may be directed from time to time by the city commission and may be withdrawn and disbursed from time to time in such manner as may be provided by resolution or approved motion of the city commission. All monies due as interest upon investments or deposits shall be collected under direction of the finance director and placed to the credit of the general fund of the city unless designated to some

other city fund by the city commission. The finance director shall be responsible for the safekeeping of any and all bonds and securities taken for investments and deposits.

The finance director shall be responsible for the disbursement of any city funds. All disbursements except those from petty cash funds and those for certain bonds and interest bearing coupons will be made by check drawn on city bank, depository accounts, or electronic payment. All checks will be signed by the finance director and in the finance director's absence by the finance director's designee and countersigned by the city manager and in his absence by his designee. A receipt shall be obtained and properly filed for each disbursement of cash from the petty cash fund. Certain bonds and interest-bearing coupons which, when due, may as provided by ordinance or resolution be paid on presentation to a bank or depository holding funds of the city for payment of such items and in case the same are payable in some place other than the City of DeLand, then the money for their redemption shall be sent to the place of payment.

The finance director shall be responsible for keeping an accurate account of all assessments and taxes, of all monies due to, and of all receipts and disbursements by the municipality; of all its assets and liabilities and of all appropriations made by the city commission. The finance director shall submit to the city commission once each quarter a complete and comprehensive report covering the last preceding ~~month~~ quarter of the receipts and expenditures and of the financial condition of the city. The finance director shall recommend such action from time to time to the city commission through the city manager as will insure the punctual payment of principal and interest of any and all bonds and all other obligations of the city. The finance director shall furnish the city manager at any time such reports, data, and information as may be necessary to fully inform the latter as to the financial affairs of the city, furnishing him such estimates of the expenses of the government as may be necessary to form the basis for the annual budget and to determine the revenue necessary to be raised each year.

The finance director shall prescribe and require except as there may be prescribed by law, the use of plain and uniform systems of books of accounts by all city departments, offices or employees who are charged with the receipt or disbursement of any of the funds of the city, or who may be authorized to purchase materials and supplies or to employ labor for the city. The finance director shall prescribe the forms or vouchers or other evidence of receipts of money from the city or the establishment of demands against the city, and may require reports from each department, office, officer or employee of the city receiving or disbursing funds of the city showing all sums received and disbursed, from what source, and for what purpose, making such records available to the city clerk-auditor for internal auditing, provided that at the close of each fiscal year the city commission shall have the books of the city audited by a certified public accountant.

The finance director in addition to his enumerated duties above shall perform such other duties as may be assigned to ~~him~~ the finance director from time to time by the city manager.

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand's Charter to Require the City Manager to set the Finance Director's Salary and to Clarify Language Relating to Quarterly Expenditures Reports

Shall DeLand's charter be amended to provide that the city manager shall be responsible for setting the city finance director's salary and to clarify that quarterly expenditure reports to the city commission shall cover all expenditures for the preceding quarter.

YES _____

NO _____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article" or other appropriate word.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 21

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE V, SECTION 42 “CHIEF OF POLICE-DUTIES AND AUTHORITY”; PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article V of the Charter is hereby amended by amending Section 42 “City finance director; appointment, compensation, duties” by deleting the ~~stricken thru~~ language and by inserting the new underlined language to read as follows:

Sec. 40. Chief of police-Duties and Authority.

It shall be the duty of the chief of police, or in his absence his designated representative, to attend meetings of the city commission as directed by the city commission; to aid in the enforcement of order and to enforce the city's ordinances; to execute all papers and processes of the city or its authorities; to attend in person or through his duly designated officer appropriate court during its sittings; to execute its commands and to aid in the enforcement of order therein and to perform such other duties as may be lawfully required of him. ~~Subject to the authority and instruction of the city commission and u~~Under the supervision of the city manager, the chief of police shall have and exercise control over the police department.

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand’s Charter to Clarify that the City Commission Does Not Give Instructions to the Chief of Police

Shall DeLand's charter be amended to remove a reference which suggests that the city commission gives instructions to the chief of police, which conflicts with other provisions of the charter which expressly prohibits the city commission from giving instructions to any city employee other than the city manager?

YES_____

NO_____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article" or other appropriate word.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 22

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE VII, SECTION 58 “BUDGET ESTABLISHES APPROPRIATIONS”; PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article VII of the Charter is hereby amended by amending Section 58 “Budget establishes appropriations” by deleting the ~~stricken-thru~~ language and by inserting the new underlined language to read as follows:

Sec. 58. Budget establishes appropriations.

Notwithstanding any other provisions of this Charter, the city manager shall have the authority to transfer part or all of any unencumbered appropriation balance among programs either within or between departments within the same fund. ~~funds during the fiscal year to another department budget within the same fund so long as the cumulative funds transferred out of any department budget during the fiscal year do not exceed five percent of that department's budget.~~ Such transfers shall not require approval by the City Commission; however, ~~at the end of the fiscal year~~ the City manger ~~[manager]~~ shall report such transfers to the City Commission within thirty days of the transfer.

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand’s Charter to Remove Restrictions on Budget Transfers Between Departments within the Same Fund

Shall DeLand's charter be amended to remove the five percent limitation on transferring unencumbered funds between department budgets in order to allow budgeted funds to be spent to address the city's strategic needs?

YES _____

NO _____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article" or other appropriate word.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 23

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE VIII, SECTION 64 “TEMPORARY BORROWING”; PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article VIII of the Charter is hereby amended by amending Section 64 “Temporary borrowing” by deleting the ~~stricken thru~~ language and by inserting the new underlined language to read as follows:

Sec. 64. Temporary borrowing.

When deemed necessary, the city commission may by ordinance authorize the issuance of certificates of indebtedness or notes in anticipation of the collection of taxes or of special assessments, provided that the amount of such obligations, except as to special assessments, shall at no time exceed one-half (0.5) percent of the assessed value of taxable property in the city, according to the last assessment roll preceding the loan. These obligations shall be first liens upon the proceeds of such taxes or assessments, and shall mature within 120 days after such taxes or assessments are collectible. ~~In addition, the city commission shall have the authority to borrow funds from recognized banking institutions for periods up to five years. This borrowing power shall be limited to capital expenditures for equipment or programs which can reasonably be amortized over a short period of time. Such short term notes may be secured by a collateral mortgage on the equipment purchased. The amount of these obligations shall at no time exceed one-half (0.5) percent of the assessed value of taxable property in the city according to the last assessment roll preceding the loan. It is the intent and purpose of this provision to limit the total collective short term obligations of said city to one percent of the assessed value of taxable property~~

~~in the city. This limitation shall have no effect on general obligation bonds, revenue bonds, or excise tax bonds, which shall be approved in a manner and amount provided by law.~~

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

Amendment to DeLand's Charter to Remove Short Term Borrowing References

Shall DeLand's charter be amended to delete the provision for short term borrowing and related limitations since the city has that ability pursuant to other provisions of law?

YES _____

NO _____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article" or other appropriate word.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

Christopher M. Cloudman
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

ORDINANCE NO. 2024 - 24

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CHARTER OF THE CITY OF DELAND, BY AMENDING ARTICLE XVI, SECTION 127 “USE OF WATER AND SEWER SYSTEM MAY BE REQUIRED”; PROVIDING FOR APPROVAL BY VOTERS AT REFERENDUM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, CONFLICTS, SEVERABILITY, CODIFICATION, THE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 159 of the Charter, at least once every ten years, the City Commission shall appoint a Charter Review Committee to study and recommend changes to the Charter; and

WHEREAS, on January 17, 2024, the City Commission appointed a Charter Review Committee to review and recommend changes to the Charter; and

WHEREAS, the Charter Review Committee recommended certain changes to the Charter, and based upon the recommendations of the Charter Review Committee, the City Commission hereby makes the following proposed changes to the City’s Charter, subject to and expressly conditioned upon approval by referendum of the voters of the City of DeLand.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELAND AS FOLLOWS:

Section 1. Article XVI of the Charter is hereby amended by amending Section 127 “Use of water and sewer system may be required” by deleting the ~~stricken thru~~ language and by inserting the new underlined language to read as follows:

Sec. 127. Use of water and sewer system may be required.

Upon the construction of a reclaimed water, potable water and wastewater system, the owner, tenant or occupant of each lot or parcel of land within the city which abuts upon a street or other public way containing a potable water line, reclaimed water line, or sanitary sewer line, and which is served or which may be served by the potable water, reclaimed water, ~~water~~ or wastewater system, or which is within 200 feet of such potable water, reclaimed water or sanitary sewer line, and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, if so required by ordinance duly passed, connect such building with such potable water, reclaimed water or sanitary sewer, and shall cease to use any other method for the acquisition of water or disposal of sewage, sewage waste or other polluting matter. All such connections shall be made in accordance with rules and regulations which shall be adopted by the city commission, which rules and regulations may provide for a charge for making any such connection in such reasonable amount as the city commission may fix and establish.

Section 2. A Referendum Election of the registered electors residing within the corporate limits of the City of DeLand is hereby called to be held on August 20, 2024, to consider and vote on the following question:

**Amendment to DeLand's Charter to Clarify When Buildings
Must be Connected to Available Reclaimed Water**

Shall DeLand's charter be amended to clarify the situations in which buildings must be connected to available reclaimed water lines?

YES _____

NO _____

Section 3. Implementing Administrative Actions. The City Manager, City Clerk, and City Attorney are hereby authorized and directed to take such actions as they may deem necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

Section 4. Codification. Section 1 of this Ordinance shall be codified in the Charter of the City of DeLand, Florida upon approval of the voters by referendum, and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article" or other appropriate word.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 6. Conflicts. All ordinances or part of ordinances in conflict with this Ordinance are, to the extent of the conflict hereby repealed.

Section 7. Severability. 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 8. Effective Date. Section 1 of this Ordinance shall become effective upon approval by voters at referendum and all other sections shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this _____ day of _____, 2024.

Christopher M. Cloudman
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

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Resolution Calling for General Election and Run-off Election (if Necessary).

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Reso

APPROVED BY: Michael Pleus, City Manager, April 30, 2024

SUMMARY/HIGHLIGHT:

This Resolution calls for a General Election to be held on August 20, 2024, and for a Run-off Election to be held on November 5, 2024 (if necessary).

The Resolution also authorizes appointment of the clerks, inspectors and deputies for the polling places, sets forth the dates for qualifying, makes provisions for the designation of polling places, appoints Lisa Lewis as Supervisor of Elections and custodian of the voting machines, appoints the City Clerk as Elections Official, provides for the dates and times for opening the polls and for early voting, and designates the Volusia County Canvassing Board as certifying authority for the election.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The estimated cost for the 2014 General Election is \$1,000 - \$3,000, which is allocated for advertising.

RECOMMENDATION:

It is recommended the City Commission adopt the Resolution calling for the General and Run-off Elections.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY OF DELAND, FLORIDA CALLING FOR A GENERAL ELECTION TO BE HELD AUGUST 20, 2024 FOR THE PURPOSE OF ELECTING CITY COMMISSIONERS TO SEATS 2 AND 4; AND CALLING FOR A RUN-OFF ELECTION TO BE HELD NOVEMBER 8, 2022 (IF NECESSARY); SETTING FORTH THE DATES FOR QUALIFYING; AUTHORIZING APPOINTMENT OF THE CLERKS, INSPECTORS AND DEPUTIES; DESIGNATING POLLING PLACES FOR THE VOTERS; APPOINTING LISA LEWIS AS SUPERVISOR OF ELECTIONS AND CUSTODIAN OF THE VOTING MACHINES; DESIGNATING THE CITY CLERK AS ELECTION OFFICIAL; PROVIDING FOR THE DATES AND TIMES OF OPENING THE POLLS AND FOR EARLY VOTING; DESIGNATING THE VOLUSIA COUNTY CANVASSING BOARD AS THE CERTIFYING AUTHORITY FOR THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter for the City of DeLand, Florida provides for qualifying times for the City's elections to be held at the time and on the dates established by the Florida Election Code of each even-numbered year, unless otherwise set by adoption of a resolution by the City Commission; and

WHEREAS, the Charter for the City of DeLand, Florida provides for elections to be held in even-numbered years on the date established by the Florida Election Code for the primary election; and, provides for run-off elections to be held in even-numbered years on the date established by the Florida Election Code for the general election;

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

Section 1. The City Commission of the City of DeLand hereby calls a general election to be held on August 20, 2024 for the purpose of electing City Commissioners to Seats 2 and 4, and a run-off election to be held November 5, 2024 (if necessary). All qualified electors within the municipal limits of the City of DeLand as of the election date, who have properly registered with the Supervisor of Elections prior to the book closing dates, are eligible to vote.

Section 2. The qualifying period for the general election shall open at 12:00 noon on Monday, June 10, 2024, and shall close at 12:00 noon on Friday, June 14, 2024.

Section 3. Lisa Lewis, Supervisor of Elections for Volusia County, is hereby designated as Supervisor of Elections for these elections on behalf of the City and is hereby appointed custodian of the voting machines, and the City Clerk shall contract for the services of the Supervisor of Elections for Volusia County. The Supervisor of Elections for Volusia County is authorized to appoint clerks, inspectors and deputies for the general, special and run-off elections.

Section 4. The polling places for these elections will be selected by the Volusia County Supervisor of Elections and approved by the City Clerk. Residents in the newly annexed areas

will vote in the precinct to which their annexed parcel is contiguous, or as otherwise instructed by the Volusia County Supervisor of Elections. The individual voters in annexed areas will receive special direction from the Volusia County Supervisor of Elections advising them where they vote.

Section 5. The City Clerk is hereby designated as Election Officer of the City to perform all ministerial duties of these elections which are not performed by the Supervisor of Elections of Volusia County, Florida.

Section 6. The polls for election day and early voting shall be open as set forth by the Volusia County Supervisor of Elections.

Section 7. The Volusia County Canvassing Board is hereby designated as the certifying authority for these elections. Pursuant to State law, the results of the voting, when ascertained, shall be delivered to the Volusia County Canvassing Board at its meetings as advertised. At such meetings the Volusia County Canvassing Board shall canvass the returns from the polls, and the vote-by-mail and provisional ballots. The results as shown by such returns shall be certified by the Volusia County Canvassing Board to the State of Florida and reported to the City Clerk, and shall be declared by the City Commission as the results of the elections.

PASSED AND DULY ADOPTED this 6th day of May, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Resolution Calling for Tax Abatement Referendum Election.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Resolution, Average-Wage-Requirements-2023

APPROVED BY: Julia Hewitt, Deputy City Clerk, May 2, 2024

SUMMARY/HIGHLIGHT:

This Resolution calls for a Special Tax Abatement Referendum Election to be held at the same time as the General Election on August 20, 2024, for the purpose of considering economic development tax exemptions for qualifying new and expanding businesses.

The Resolution also authorizes appointment of the clerks, inspectors and deputies for the polling places, makes provisions for the designation of polling places, appoints Lisa Lewis as the Supervisor of Elections and custodian of the voting machines, appoints the City Clerk as Elections Official, provides for the dates and times for opening the polls and for early voting, and designates the Volusia County Canvassing Board as the certifying authority for the election.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The estimated cost for the 2024 General Election is \$1,500 - \$3,000. This referendum election may increase this cost for additional advertising and ballots.

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution calling for the Tax Abatement Referendum Election.

BACKGROUND/DISCUSSION:

The Ad Valorem Tax Abatement program was originally approved by the voters in 2004 and then re-approved in 2014. The City Commission adopted associated ordinances related to the program in 2005 and 2015. The current state-adopted wage rates are attached to this RCA.

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY OF DELAND, FLORIDA CALLING FOR A TAX ABATEMENT REFERENDUM ELECTION TO BE HELD AUGUST 20, 2024, FOR THE PURPOSE OF CONSIDERING ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS FOR QUALIFYING NEW AND EXPANDING BUSINESSES; SETTING FORTH THE DATES FOR QUALIFYING; AUTHORIZING APPOINTMENT OF THE CLERKS, INSPECTORS AND DEPUTIES FOR THE REFERENDUM ELECTION; DESIGNATING POLLING PLACES FOR THE VOTERS; APPOINTING LISA LEWIS AS SUPERVISOR OF ELECTIONS AND CUSTODIAN OF THE VOTING MACHINES; DESIGNATING THE CITY CLERK AS ELECTION OFFICIAL; PROVIDING FOR THE DATES AND TIMES OF OPENING THE POLLS AND EARLY VOTING; DESIGNATING THE VOLUSIA COUNTY CANVASSING BOARD AS THE CERTIFYING AUTHORITY FOR THE ELECTION; PROVIDING FOR APPROVAL BY THE VOTERS AT REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 196.1995 grants unto the governing authority of a municipality the authority to call a referendum election to determine whether it may grant economic development ad valorem tax exemptions under s. 3, Art. VII of the State Constitution; and

WHEREAS, the City Commission of the City of DeLand hereby finds it to be in the best interests of the City of DeLand to grant economic development ad valorem tax exemptions under s. 3, Art. VII of the State Constitution, and hereby determines to call a referendum election to place such issue for consideration by the voters.

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

Section 1. The City Commission of the City of DeLand hereby calls a tax abatement referendum election to be held on August 20, 2024, for the purpose of considering economic development ad valorem tax exemptions for qualifying new and expanding businesses. All qualified electors within the municipal limits of the City of DeLand as of the election date, who have properly registered with the Supervisor of Elections prior to the book closing dates, are eligible to vote. The voters shall consider the following question:

Approval of authority to grant tax incentives for business expansion

Shall the City Commission of DeLand be authorized to grant, pursuant to S. 3, Art. VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses?

YES _____

NO _____

Section 2. The qualifying period for the tax abatement referendum shall open at 12:00 noon on Monday, June 10, 2024, and shall close at 12:00 noon on Friday, June 14, 2024 at 12:00 noon.

Section 3. Lisa Lewis, Supervisor of Elections for Volusia County, is hereby designated as Supervisor of Elections for this election for the City and is hereby appointed custodian of the voting machines, and the City Clerk is authorized to contract for the services of the Supervisor of Elections for Volusia County. The Supervisor of Elections is authorized to appoint clerks, inspectors and deputies for the referendum election.

Section 4. The polling places for this election will be selected by the Supervisor of Elections and approved by the City Clerk. Residents in the newly annexed areas will vote in the precinct to which their annexed parcel is contiguous, or as otherwise instructed by the Supervisor of Elections. The individual voters in annexed areas will receive special direction from the Supervisor of Elections advising them where they vote.

Section 5. The City Clerk is hereby designated as Election Officer of the City to perform all ministerial duties of the election which are not performed by the Supervisor of Elections of Volusia County, Florida.

Section 6. The polls for election day and early voting shall be open as set forth by the Volusia County Supervisor of Elections.

Section 7. The Volusia County Canvassing Board is hereby designated as the certifying authority for the election. Pursuant to State law, the results of the voting, when ascertained, shall be delivered to the Volusia County Canvassing Board at its meetings as advertised. At such meetings the Volusia County Canvassing Board shall canvass the returns from the polls, and the absentee and provisional ballots. The results as shown by such returns shall be certified by the Volusia County Canvassing Board to the State of Florida and reported to the City Clerk, and shall be declared by the City Commission as the result of the election.

PASSED AND DULY ADOPTED this 6th day of May, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

STATE OF FLORIDA AVERAGE WAGE REQUIREMENTS

2022 Average Annual County Wage Data

Effective January 1, 2024

	Average Annual Wage ¹	Hourly Wage	115% of Avg Annual Wage	Hourly Wage	150% of Avg Annual Wage	Hourly Wage	200% of Avg Annual Wage	Hourly Wage
STATEWIDE	\$63,670	\$30.61	\$73,221	\$35.20	\$95,505	\$45.92	\$127,340	\$61.22
ALACHUA	\$52,328	\$25.16	\$60,177	\$28.93	\$78,492	\$37.74	\$104,656	\$50.32
BAKER	\$38,734	\$18.62	\$44,544	\$21.42	\$58,101	\$27.93	\$77,468	\$37.24
BAY	\$48,771	\$23.45	\$56,087	\$26.96	\$73,157	\$35.17	\$97,542	\$46.90
BRADFORD	\$43,868	\$21.09	\$50,448	\$24.25	\$65,802	\$31.64	\$87,736	\$42.18
BREVARD	\$61,784	\$29.70	\$71,052	\$34.16	\$92,676	\$44.56	\$123,568	\$59.41
BROWARD	\$66,081	\$31.77	\$75,993	\$36.54	\$99,122	\$47.65	\$132,162	\$63.54
CALHOUN	\$35,344	\$16.99	\$40,646	\$19.54	\$53,016	\$25.49	\$70,688	\$33.98
CHARLOTTE	\$48,264	\$23.20	\$55,504	\$26.68	\$72,396	\$34.81	\$96,528	\$46.41
CITRUS	\$46,763	\$22.48	\$53,777	\$25.85	\$70,145	\$33.72	\$93,526	\$44.96
CLAY	\$48,447	\$23.29	\$55,714	\$26.79	\$72,671	\$34.94	\$96,894	\$46.58
COLLIER	\$62,660	\$30.13	\$72,059	\$34.64	\$93,990	\$45.19	\$125,320	\$60.25
COLUMBIA	\$44,886	\$21.58	\$51,619	\$24.82	\$67,329	\$32.37	\$89,772	\$43.16
DESOTO	\$43,811	\$21.06	\$50,383	\$24.22	\$65,717	\$31.59	\$87,622	\$42.13
DIXIE	\$40,106	\$19.28	\$46,122	\$22.17	\$60,159	\$28.92	\$80,212	\$38.56
DUVAL	\$65,951	\$31.71	\$75,844	\$36.46	\$98,927	\$47.56	\$131,902	\$63.41
ESCAMBIA	\$54,774	\$26.33	\$62,990	\$30.28	\$82,161	\$39.50	\$109,548	\$52.67
FLAGLER	\$44,801	\$21.54	\$51,521	\$24.77	\$67,202	\$32.31	\$89,602	\$43.08
FRANKLIN	\$38,592	\$18.55	\$44,381	\$21.34	\$57,888	\$27.83	\$77,184	\$37.11
GADSDEN	\$43,747	\$21.03	\$50,309	\$24.19	\$65,621	\$31.55	\$87,494	\$42.06
GILCHRIST	\$41,476	\$19.94	\$47,697	\$22.93	\$62,214	\$29.91	\$82,952	\$39.88
GLADES	\$52,466	\$25.22	\$60,336	\$29.01	\$78,699	\$37.84	\$104,932	\$50.45
GULF	\$46,745	\$22.47	\$53,757	\$25.84	\$70,118	\$33.71	\$93,490	\$44.95
HAMILTON	\$56,945	\$27.38	\$65,487	\$31.48	\$85,418	\$41.07	\$113,890	\$54.75
HARDEE	\$40,976	\$19.70	\$47,122	\$22.66	\$61,464	\$29.55	\$81,952	\$39.40
HENDRY	\$48,891	\$23.51	\$56,225	\$27.03	\$73,337	\$35.26	\$97,782	\$47.01
HERNANDO	\$44,247	\$21.27	\$50,884	\$24.46	\$66,371	\$31.91	\$88,494	\$42.55
HIGHLANDS	\$42,580	\$20.47	\$48,967	\$23.54	\$63,870	\$30.71	\$85,160	\$40.94
HILLSBOROUGH	\$68,448	\$32.91	\$78,715	\$37.84	\$102,672	\$49.36	\$136,896	\$65.82
HOLMES	\$34,379	\$16.53	\$39,536	\$19.01	\$51,569	\$24.79	\$68,758	\$33.06
INDIAN RIVER	\$53,863	\$25.90	\$61,942	\$29.78	\$80,795	\$38.84	\$107,726	\$51.79
JACKSON	\$41,186	\$19.80	\$47,364	\$22.77	\$61,779	\$29.70	\$82,372	\$39.60
JEFFERSON	\$41,434	\$19.92	\$47,649	\$22.91	\$62,151	\$29.88	\$82,868	\$39.84
LAFAYETTE	\$39,904	\$19.18	\$45,890	\$22.06	\$59,856	\$28.78	\$79,808	\$38.37
LAKE	\$48,226	\$23.19	\$55,460	\$26.66	\$72,339	\$34.78	\$96,452	\$46.37
LEE	\$54,994	\$26.44	\$63,243	\$30.41	\$82,491	\$39.66	\$109,988	\$52.88
LEON	\$54,139	\$26.03	\$62,260	\$29.93	\$81,209	\$39.04	\$108,278	\$52.06
LEVY	\$39,262	\$18.88	\$45,151	\$21.71	\$58,893	\$28.31	\$78,524	\$37.75
LIBERTY	\$45,760	\$22.00	\$52,624	\$25.30	\$68,640	\$33.00	\$91,520	\$44.00
MADISON	\$39,023	\$18.76	\$44,876	\$21.58	\$58,535	\$28.14	\$78,046	\$37.52
MANATEE	\$55,069	\$26.48	\$63,329	\$30.45	\$82,604	\$39.71	\$110,138	\$52.95
MARION	\$47,344	\$22.76	\$54,446	\$26.18	\$71,016	\$34.14	\$94,688	\$45.52

MARTIN	\$54,526	\$26.21	\$62,705	\$30.15	\$81,789	\$39.32	\$109,052	\$52.43
MIAMI-DADE	\$70,988	\$34.13	\$81,636	\$39.25	\$106,482	\$51.19	\$141,976	\$68.26
MONROE	\$53,367	\$25.66	\$61,372	\$29.51	\$80,051	\$38.49	\$106,734	\$51.31
NASSAU	\$48,731	\$23.43	\$56,041	\$26.94	\$73,097	\$35.14	\$97,462	\$46.86
OKALOOSA	\$55,830	\$26.84	\$64,205	\$30.87	\$83,745	\$40.26	\$111,660	\$53.68
OKEECHOBEE	\$42,994	\$20.67	\$49,443	\$23.77	\$64,491	\$31.01	\$85,988	\$41.34
ORANGE	\$62,011	\$29.81	\$71,313	\$34.28	\$93,017	\$44.72	\$124,022	\$59.63
OSCEOLA	\$47,686	\$22.93	\$54,839	\$26.36	\$71,529	\$34.39	\$95,372	\$45.85
PALM BEACH	\$70,979	\$34.12	\$81,626	\$39.24	\$106,469	\$51.19	\$141,958	\$68.25
PASCO	\$50,300	\$24.18	\$57,845	\$27.81	\$75,450	\$36.27	\$100,600	\$48.37
PINELLAS	\$61,433	\$29.54	\$70,648	\$33.97	\$92,150	\$44.30	\$122,866	\$59.07
POLK	\$51,588	\$24.80	\$59,326	\$28.52	\$77,382	\$37.20	\$103,176	\$49.60
PUTNAM	\$46,039	\$22.13	\$52,945	\$25.45	\$69,059	\$33.20	\$92,078	\$44.27
ST JOHNS	\$56,425	\$27.13	\$64,889	\$31.20	\$84,638	\$40.69	\$112,850	\$54.25
ST LUCIE	\$48,278	\$23.21	\$55,520	\$26.69	\$72,417	\$34.82	\$96,556	\$46.42
SANTA ROSA	\$47,340	\$22.76	\$54,441	\$26.17	\$71,010	\$34.14	\$94,680	\$45.52
SARASOTA	\$59,664	\$28.68	\$68,614	\$32.99	\$89,496	\$43.03	\$119,328	\$57.37
SEMINOLE	\$60,623	\$29.15	\$69,716	\$33.52	\$90,935	\$43.72	\$121,246	\$58.29
SUMTER	\$51,404	\$24.71	\$59,115	\$28.42	\$77,106	\$37.07	\$102,808	\$49.43
SUWANNEE	\$41,279	\$19.85	\$47,471	\$22.82	\$61,919	\$29.77	\$82,558	\$39.69
TAYLOR	\$47,274	\$22.73	\$54,365	\$26.14	\$70,911	\$34.09	\$94,548	\$45.46
UNION	\$47,894	\$23.03	\$55,078	\$26.48	\$71,841	\$34.54	\$95,788	\$46.05
VOLUSIA	\$49,175	\$23.64	\$56,551	\$27.19	\$73,763	\$35.46	\$98,350	\$47.28
WAKULLA	\$46,143	\$22.18	\$53,064	\$25.51	\$69,215	\$33.28	\$92,286	\$44.37
WALTON	\$52,388	\$25.19	\$60,246	\$28.96	\$78,582	\$37.78	\$104,776	\$50.37
WASHINGTON	\$38,668	\$18.59	\$44,468	\$21.38	\$58,002	\$27.89	\$77,336	\$37.18

- 1 Florida Department of Commerce, Labor Market Statistics Center, Quarterly Census of Employment and Wages Program, in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.
- 2 All incentives applications received on or after January 1, 2024 will be subject to the new 2022 wages

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Consideration re Concept Plan Review for an 84-Unit, Affordable, Multi-Family Apartment Development Located at 225 West New York Avenue (Formerly Hotel Putnam).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: 225 W. New York Planning Board Staff Report, NYA - SITE PLAN - 12-4-23 (1), New York Ave Apartments - Civil 60% Set 2-14-24, NYA_Perspective Render Images, Putnam Comparison, NYA - Survey with BII exceptions 011124, Preliminary TRC Comments, Preliminary Concept Plan, Concept Review - New York Avenue Apartments Parking Demand Study (12-26-23), HUD & Volusia County Income & Rent Limits 2024

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

The applicant, Mark Watts with Cobb Cole, is requesting a Concept Plan Review for an 84-unit, 5-story, affordable housing, multi-family residential project located on a 1.63 acre site, at 225 W. New York Avenue. The site is zoned C-2A and C-2A & H and was once the site of the Historic Putnam Hotel.

The property is located within the Historic Design District with a portion also being located within the Downtown Historic District. The Future Land Use Designation is Downtown Commercial. According to Section 33-17.23 of our LDRs, multi-family residential is allowed as a conditional use in the C-2A zone district. The conditions, as provided for in 33-19.13, state that residential "may be permitted on the first floor in the downtown commercial area, either as a primary use to an accessory commercial use or as an accessory use to a primary commercial use". First floor residential dwelling units will not be permitted within 50 feet of Woodland Boulevard or New York Avenue. The street side of the development shall include amenities that encourage pedestrian activities and the building(s) should be located adjacent to the street or slightly setback (less than 20 feet).

In accordance with the Comprehensive Plan, the Central Business District (CBD) allows principal commercial/retail area restaurants, office, and freestanding multifamily residential and multifamily residential above the first floor of nonresidential are allowed land uses, with up to 20 DU/A. In general, retail commercial uses shall be encouraged on the ground floors that front onto streets. Offices and residential should be encouraged to locate above the active ground floor. The C-2A (Downtown Commercial), and the C-2A&H (Downtown Commercial & Historic) zone districts are intended to include residential, retail, and service businesses to meet the needs of the Central Business District (CBD).

The City's LDRs require a minimum of 188 parking spaces based upon the number of proposed apartments. The applicant is proposing to provide 33 bicycle spaces to allow for a 33 space reduction in vehicular parking resulting in 155 required parking spaces. The applicant is proposing to provide 64 on-site parking spaces and is requesting a 91 space reduction. The applicant has submitted a parking study in support of a parking reduction. Planning staff does not support a further reduction in the required number of parking spaces other than that already allowed by including additional bicycle parking.

City staff conducted a review of the concept plan submittal materials and provided comments to the applicant. The review comments were discussed during the March 21, 2024 Technical Review Committee (TRC) meeting. No formal action by the TRC was taken and TRC comments are attached to this staff report. Planning comments focused on the deficient parking; the need for significantly revised architecture, roof lines, and colors; pedestrian-focused massing and scale; compatibility with surrounding properties (1, 2 & 3-story buildings); the need for ground-floor commercial rather than accessory uses for the residents (i.e. leasing office and bicycle parking), updated materials consistent with the preferred building materials as specified in 33-94; and the need for stormwater management. Specific planning comments related to architecture and parking are included in the background section below. The proposed building shall comply with section 33-94 – Community Design Standards. Since this site is located in the Historic District and the Historic Design District, a Certificate of Appropriateness (COA) is required.

The concept plan was informally reviewed by the Historic Preservation Board (HPB) on April 4, 2024. The HPB provided comments related to roof materials, colors, enhanced landscaping, type of materials, building details, and parking. During formal site plan review, the COA will be reviewed by HPB and the City's architect will review the application for consistency with the Historic District requirements (Section 33-34) and the Community Design Standards (Section 33-94).

On April 10, 2024, the Planning Board reviewed the project and commented on the inadequate parking, building architecture, proposed colors and materials, and lack of amenities for the residents.

No formal action by the City Commission is required with a concept review. The applicant is seeking comments and feedback prior to submitting a formal site plan application.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Redevelopment - pursue downtown residential development; continue efforts to expand downtown; Community consistent growth: promote mixed-use development that localizes vehicular trips; and Preserving "Sense of Community": Maintenance of a distinctive core city.

SUSTAINABILITY:

Not applicable at this time.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

No formal action is required. The concept review is an opportunity for the applicant to gather feedback prior to submittal of a formal application.

BACKGROUND/DISCUSSION:

Planning staff comments related to Architecture and Parking:

Architecture:

- The proposed building shall comply with section 33-94. Since this site is located in the Historic District and the Downtown Support District, a Certificate of Appropriateness will be required for the building's architecture. Once a formal site plan application (with building elevations, colors, materials, etc.) is provided, the application will be reviewed for consistency with the Community Design Standards by the City's architect.

- The building mass and scale needs to be broken up – “buildings in established areas shall be designed for a compatible relationship to the existing surrounding neighborhood. Structures shall utilize similar architectural style, character, massing, materials, color, or other elements so as to relate to the surrounding neighborhood.” (Section 33-94.03(b)3). This site is located near 1, 2 and 3-story buildings.
- The building should provide transitions between the adjacent buildings and the building mass shall be varied by height and width so it appears to be divided into distinct massing elements and architectural details can be viewed from a pedestrian view point.” (Section 33-94.03(b)4.b). The proposed massing of this 5-story building is out of character with the area. The historic Putnam Hotel stepped back the height of the building to maintain a pedestrian scale at the street. Revisions are required.
- Variations in the roofline shall be used to add interest to and reduce the massing of the buildings. Revisions are required.
- Building design shall have characteristics and elements that relate favorably to the pedestrian scale of the district (33-94.04(a)5). The proposed massing of this 5-story building adjacent to the street does not relate to the pedestrian scale of the district. Revisions are required.
- The architectural design of structures shall bear a complementary relationship to the existing architectural context of the surrounding area (similar or related architectural styling or character; similar or related massing, proportions and scale, along with the repetition of the relationship of solids and voids in the architectural design; similar or related fenestration treatment, relating to the repetition and rhythm of openings in exterior walls; similar or related architectural details and decorative treatments such as cornices and moldings, awnings, parapets, columns, colonnades, arcades, and arches; glazing at street level may be tinted, but shall not utilize reflective glass, Plexiglas, or similar (33-94.04(a)1). The proposed architectural design is not complimentary to the surrounding structures. Revisions are required.
- Preferred materials are: thick cementitious material brick, stone, split-faced concrete masonry, architectural concrete (stamped patterned and colored). The proposed building materials should be revised.

Parking:

- Section (33-91.03) of the LDRs requires 1.5 spaces per 1 bedroom; 2 spaces per 2 & 3 bedroom PLUS 0.5 spaces per unit for guest parking;
- Applicant is proposing 76 spaces - 64 on-site and 12 off-site;
- Off-site parking is only permitted for nonresidential development (33-91.06.3). Specifically, “the city commission may approve off-site parking facilities for nonresidential uses as part of the parking required by this section...” The code does not have a provision for off-site parking for residential uses.
- The applicant is proposing to provide 33 bicycle spaces to allow for a 33 space reduction in vehicular parking.

Required parking:

44 – 1.5 bedroom – 66 spaces plus 22 guest spaces
 28 – 2 bedroom – 56 spaces plus 14 guest spaces
 12 – 3 bedroom – 24 spaces plus 6 guest spaces

Total: 188 spaces – 33 bicycle = 155 spaces required;
 64 provided – **a 91 space deficit**

Parking must also be provided for ground floor commercial. The Downtown Commercial Future Land Use Designation states: “In General, retail commercial uses shall be encouraged on the ground floors that front on to streets. Offices and residential should be encouraged to locate above the active ground floor.” The applicant has

indicated that the limited non-residential uses on the 1st floor would not be open to the general public, but would be accessory to the apartments – i.e. a leasing office. This does not meet the intent of the Comprehensive Plan which encourages activation of the ground floor with retail and commercial uses.

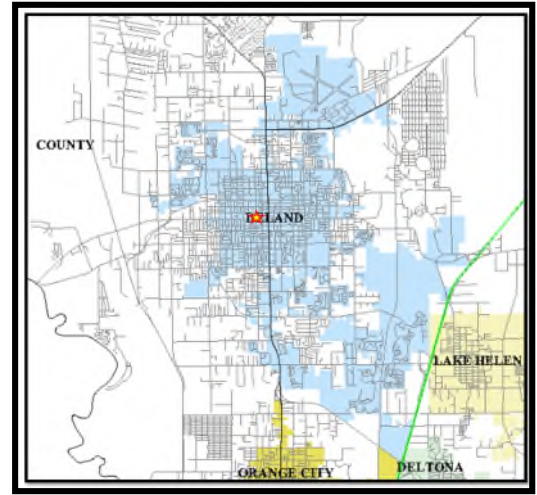
**PLANNING DIVISION STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

April 10, 2024

- A. APPLICATION NO.:** CP24-035, New York Ave. Apartments
Applicant: Mark Watts, Cobb Cole
Request: Concept plan review – Development of 84 residential units and limited 1st floor accessory uses on a 1.63-acre parcel
- Applicable Ordinance:** Article 12, Sec. 33-132.06 Concept plan review

- B. STAFF PLANNER:** Carol Kuhn

- C. SITE FACTORS**
- Location:** 225 W. New York Ave.
Parcel Size: 1.63± acres
Land Use: Downtown Commercial
Zoning: C-2A, C-2A&H



	SURROUNDING USE:	SURROUNDING ZONING:
North:	Downtown Commercial	C-2A (Downtown Commercial) C-2A (Downtown Commercial)
South:	Downtown Commercial	C-2A&H (Downtown Commercial & Historic) C-2A&H (Downtown Commercial & Historic)
East:	Downtown Commercial	C-2A (Downtown Commercial)
West:	Downtown Commercial	

- D. ANALYSIS:** This 1.63-acre site is located at 225 W. New York Avenue and is zoned C-2A and C-2A & Historic and was once the site of the Historic Putnam Hotel. The property is located within the Historic Design District with a portion also being located within the Downtown Historic District. The Future Land Use Designation is Downtown Commercial.

The site consists of two parcels. However, one parcel is within the Downtown CRA. Since the CRA boundary cannot be expanded, the lots cannot be consolidated. However, a deed restriction or other agreement or mechanism must be put in place to ensure that the proposed parking and retention facility stays connected to the larger parcel.

According to Section 33-17.23, Allowed Uses in Commercial and Industrial Zoning Districts, multi-family residential is allowed as a conditional use in the C-2A zone district. The conditions, as provided for in 33-19.13 state that residential may be permitted on the first floor in the downtown commercial area, either as a primary use to an accessory commercial use or as an

accessory use to a primary commercial use. First floor residential dwelling units will not be permitted within 50 feet of Woodland Boulevard or New York Avenue. The street side of the development shall include amenities that encourage pedestrian activities and the building(s) should be located adjacent to the street or slightly setback (less than 20 feet).

The Central Business District (CBD) allows principal commercial/retail area restaurants, office, and freestanding multifamily residential and multifamily residential above the first floor of nonresidential are allowed land uses, with up to 20 DU/A. In general, retail commercial uses shall be encouraged on the ground floors that front onto streets. Offices and residential should be encouraged to locate above the active ground floor.

The C-2A (Downtown Commercial), and the C-2A&H (Downtown Commercial & Historic) zone districts are intended to include residential, retail, and service businesses to meet the needs of the Central Business District (CBD).

City staff conducted a review of the concept plan submittal materials and provided comments to the applicant and discussed the review comments during the March 21, 2024 Technical Review Committee meeting. No formal action by the TRC was taken and TRC comments are attached to this staff report. The concept plan was reviewed by the Historic Preservation Board at its April 4, 2024 meeting. During the meeting, the HPB discussed roof materials, colors, enhanced landscaping, type of building materials, building details, and parking.

The purpose of Concept Review is to give the developer a chance to receive informal comments from the City Commission, Planning Board, and City staff, regarding the development proposal prior to submitting a full, formal site plan. No official action is needed by the Planning Board at this time.

Planning Division comments related to parking, use of ground floor space, building architecture, lighting, landscaping, stormwater, and traffic and are briefly summarized below (the TRC comments are attached to this staff report).

Parking:

For residential uses, Section 33-91.03 of the Development Regulations require 1.5 spaces per 1-bedroom units; 2 spaces per 2- & 3- bedroom units; and 0.5 spaces per unit for guest parking.

Required parking:

44 – 1.5 bedroom – 66 spaces plus 22 guest spaces

28 – 2 bedroom – 56 spaces plus 14 guest spaces

12 – 3 bedroom – 24 spaces plus 6 guest spaces

Total: 188 spaces required

The applicant has proposed 64 on-site parking spaces plus 12 possible off-site parking spaces.

In total, the applicant is proposing 76 spaces (64 on-site and 12 off-site) for 84 units (0.56 spaces per unit). However, off-site parking is only permitted for nonresidential development (33-91.06.3). Specifically, “the City Commission may approve off-site parking facilities for

nonresidential uses as part of the parking required by this section...” The code does not have a provision for off-site parking for residential uses. Therefore, only 64 spaces would be provided for 84 units resulting in a 124-space deficit. No guest parking has been proposed.

Parking must also be provided for ground floor commercial. The Downtown Commercial Future Land Use Designation states: “retail commercial uses shall be encouraged on the ground floors that front on to streets. Offices and residential should be encouraged to locate above the active ground floor.” The applicant has indicated that the limited non-residential uses on the 1st floor would not be open to the general public, but would be accessory to the apartments – i.e. a leasing office and bicycle parking. However, a leasing office does not meet the intent of the Comprehensive Plan which encourages ground floor retail and commercial uses.

The applicant has submitted a parking study which will be formally reviewed at the time of site plan submittal. The parking study suggested that the parking ratio be reduced to 0.56 spaces per unit and that the required parking be reduced by 112 spaces. However, since off-site parking is not permitted for residential uses, the actual reduction would be 124 spaces. The ground floor is required to be activated with retail and commercial uses and parking must be provided for these uses. The off-site parking could be used to meet the required parking for the commercial or retail uses, if approved by City Commission. The applicant is also proposing bicycle parking to reduce the amount of required vehicle parking.

Architecture:

The proposed building shall comply with section 33-94 – Community Design Standards. Since this site is located in the Historic District and the Historic Design District, a Certificate of Appropriateness (COA) is required. Planning staff review comments related to architecture focused on roof lines, architectural style, colors, massing and scale, compatibility with surrounding properties, and preferred materials, as specified in 33-94.

The concept plan was informally reviewed by the Historic Preservation Board (HPB) on April 4, 2024. This review is not a formal submittal or review for the Certificate of Appropriateness, but it was intended to provide the applicant with an opportunity to gather comments from the HPB. The HPB provided comments related to roof materials, colors, enhanced landscaping, type of materials, building details, and parking.

The applicant has also requested that the concept review be taken to City Commission for comments and feedback and this item is scheduled for City Commission on April 15, 2024.

During formal site plan review, the COA will be reviewed by HPB and the City’s architect will review the application for consistency with the Historic District requirements (Section 33-34) and the Community Design Standards (Section 33-94).

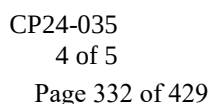
Landscaping:

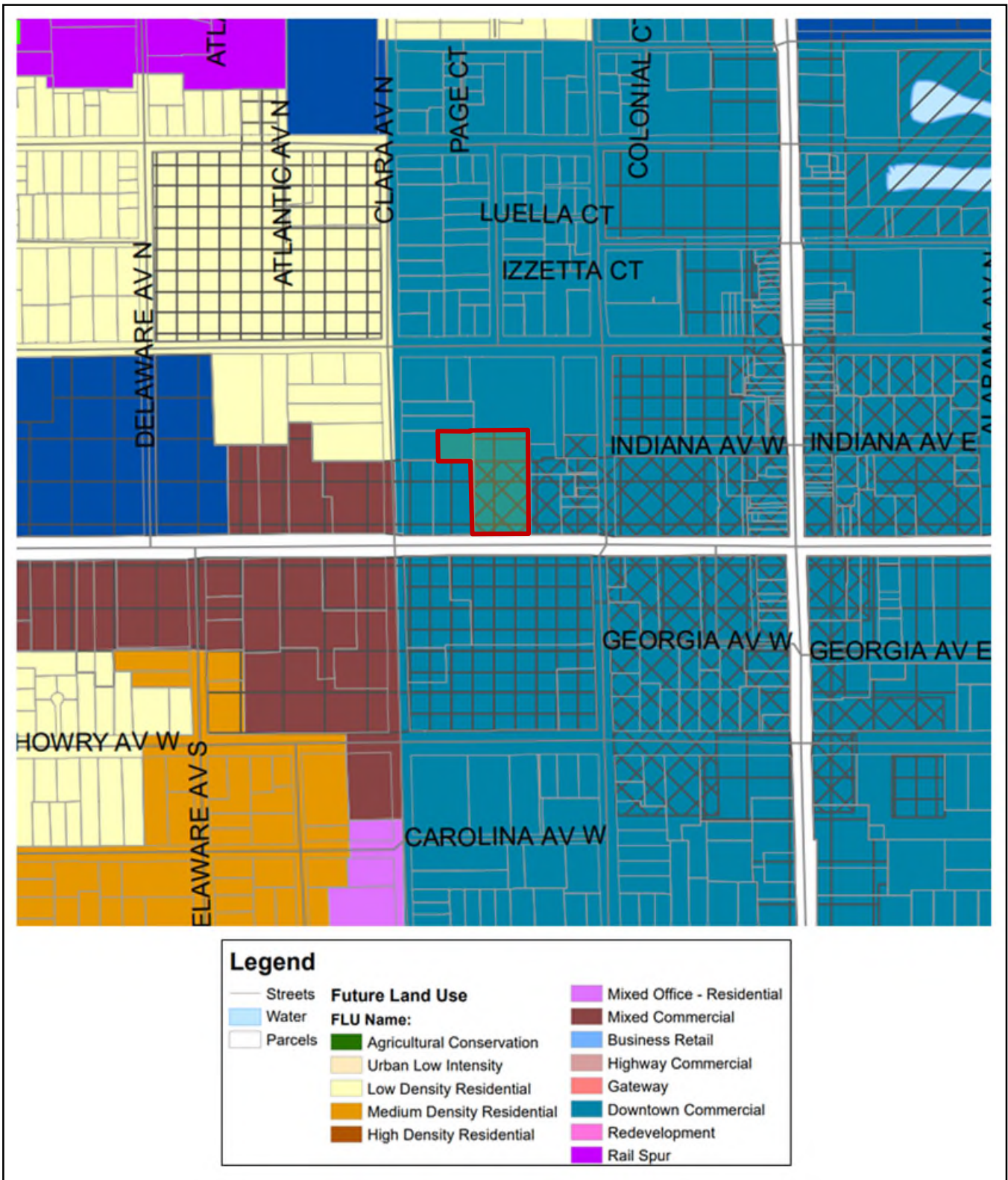
1. A landscape plan must be provided with the site plan submittal.
2. The submittal indicates that the site will be irrigated with well water. Use of City reclaimed water is required.

1. A photometric plan is required. Off-site areas shall be shielded from offensive or excessive illumination. Illumination from any light source onto adjacent properties or into the public right-of-way shall not exceed 0.5-foot candles (33-94.03(g)2).
2. All lighting shall be down cast and be full cutoff (33-94.03(g)9).

1. A drainage report shall be submitted with the site plan. This area is prone to flooding.

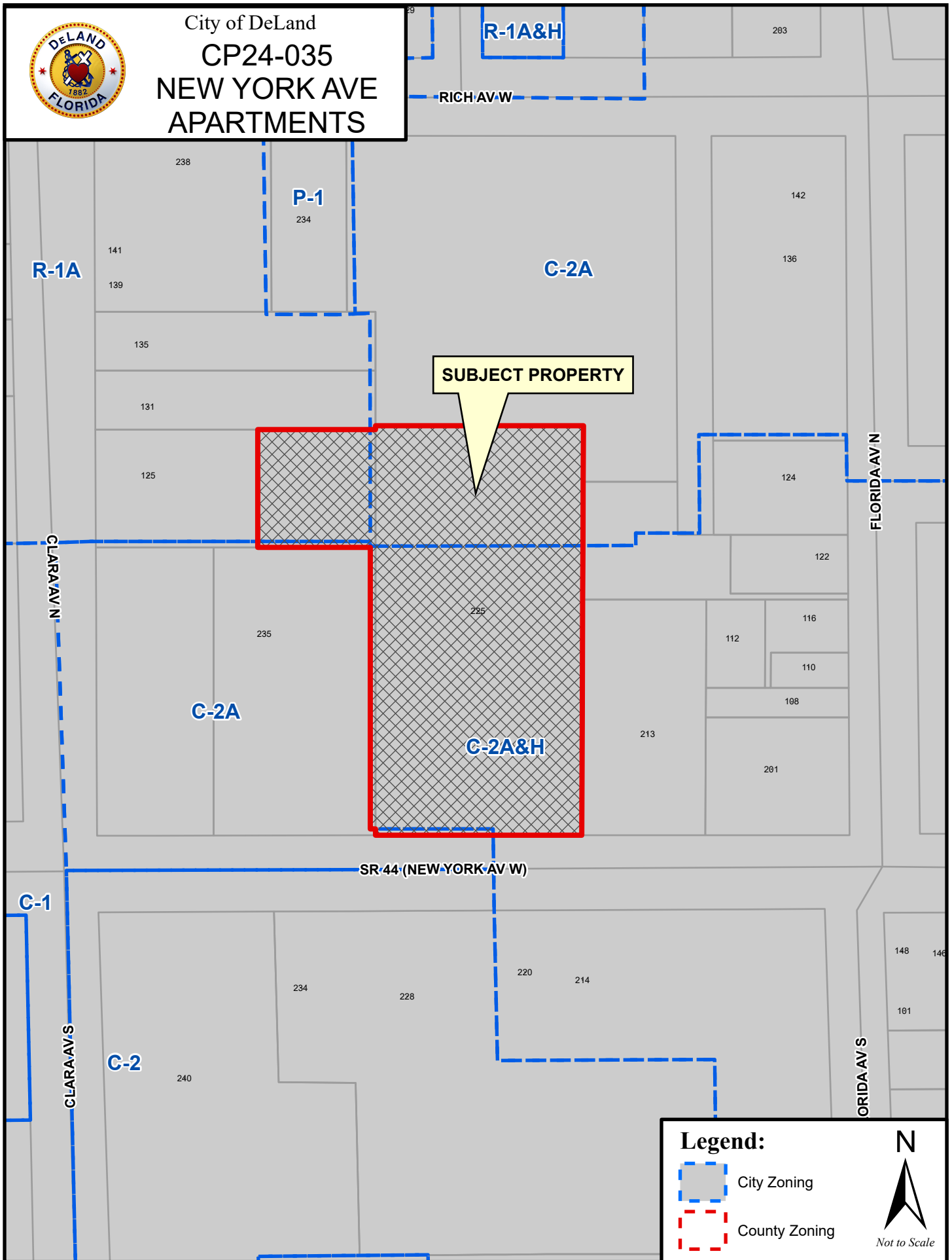
1. Site access from W New York Avenue is through a proposed shared access drive located on county-owned property. A recorded cross access easement shall be provided prior to the final approval of the site plan.
2. A Traffic Memo shall be provided with the site plan submittal.







City of DeLand
CP24-035
NEW YORK AVE
APARTMENTS





City of DeLand
CP24-035
NEW YORK AVE
APARTMENTS



FINAL ENGINEERING PLAN
FOR
NEW YORK AVE APARTMENTS

PARCEL ID'S: 700962000090, 700962000087
SECTION 09, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND, FLORIDA

LEGAL DESCRIPTION:

THE EAST 100.00 FEET OF THE SOUTH 100 FEET OF THE WEST 237.5 FEET OF LOT 8, ASSESSOR'S SUBDIVISION OF BLOCK 1, ROGER'S DELAND, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 16, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 1; RUN THENCE S89°44'45"W, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 100.00 FEET; THENCE N00°45'34"W, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF THE SOUTH 100 FEET OF SAID LOT 8; THENCE N89°44'45"E ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF SAID LOT 8; THENCE S00°45'34"E, ALONG SAID EAST LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

AND
LOT 9, ASSESSOR'S SUBDIVISION OF BLOCK 1, ROGER'S DELAND, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 48, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

FOR

BLUE IAN, LLC
180 FOUNTAIN PKWY N.
ST. PETERSBURG, FL 33716
PHONE:(813) 514-2100



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

431 E. HORATIO AVENUE, SUITE 260
MAITLAND, FLORIDA 32751
PHONE (407) 629-8330
FAX (407) 629-8336

INDEX OF SHEETS

CIVIL	
SHEET NO.	SHEET NAME
C001	COVER SHEET
1 of 1	ALTA/NSPS LAND TITLE SURVEY
C002	SYMBOLS AND ABBREVIATIONS
C003	GENERAL NOTES
C010	EXIST. CONDITIONS/DEMO PLAN
C100	SITE PLAN
C200	UTILITY PLAN
C300	DRAINAGE AND GRADING PLAN
C700	EROSION CONTROL PLAN
C800	VEHICLE CIRCULATION PLAN
C900-C901	CONSTRUCTION DETAILS
C910-C914	CITY DETAILS
-	LANDSCAPE PLANS
-	IRRIGATION PLANS
-	PHOTOMETRIC PLANS

UTILITY PROVIDERS:

CABLE:

CHARTER COMMUNICATIONS
1195 S. WOODLAND BLVD,
DELAND, FL 32720
PHONE: (407) 532-8614
CONTACT: STACY STAFFORD

POWER:

DUKE ENERGY
400 N. SPRING GARDEN AVE.
DELAND, FL 32720
PHONE: (407) 938-6602
CONTACT: KELLY BEARD

GAS:

FLORIDA PUBLIC UTILITIES
450 S. HIGHWAY 17-92
DEBARY, FL 32713
PHONE: (863) 220-1510
CONTACT: KATIE L. COLE

PHONE:

AT&T
1500 HERBERT ST.
PORT ORANGE, FL 32129
PHONE: (386) 281-6955
CONTACT: JAMES FRANKLIN

WATER & WASTE WATER:

CITY OF DELAND
1101 S. AMELIA AVE.
DELAND, FL 32724
PHONE: (386) 626-7250

PROJECT TEAM MEMBERS:

OWNER:

AXIA PUTNAM, LLC
4421 N THANKSGIVING WAY #204
LEHI, UT 84043

DEVELOPER:

BLUE IAN, LLC
180 FOUNTAIN PKWY N.
ST. PETERSBURG, FL 33716
PHONE: (813) 514-2100

ENGINEER:

MADDEN, MOORHEAD, & STOKES, LLC
431 E HORATIO AVE., SUITE 260
MAITLAND, FLORIDA 32751
PHONE: (407) 629-8330

GEOTECHNICAL:

ANDREYEV ENGINEERING, INC
3740 54TH AVENUE NORTH
ST. PETERSBURG, FL 33714
PHONE: (727) 527-5735

SURVEYOR:

ALTAMAX SURVEYING
910 BELLE AVE, SUITE 1100
CASSELBERRY, FL 32708
PHONE: (407) 677-0200

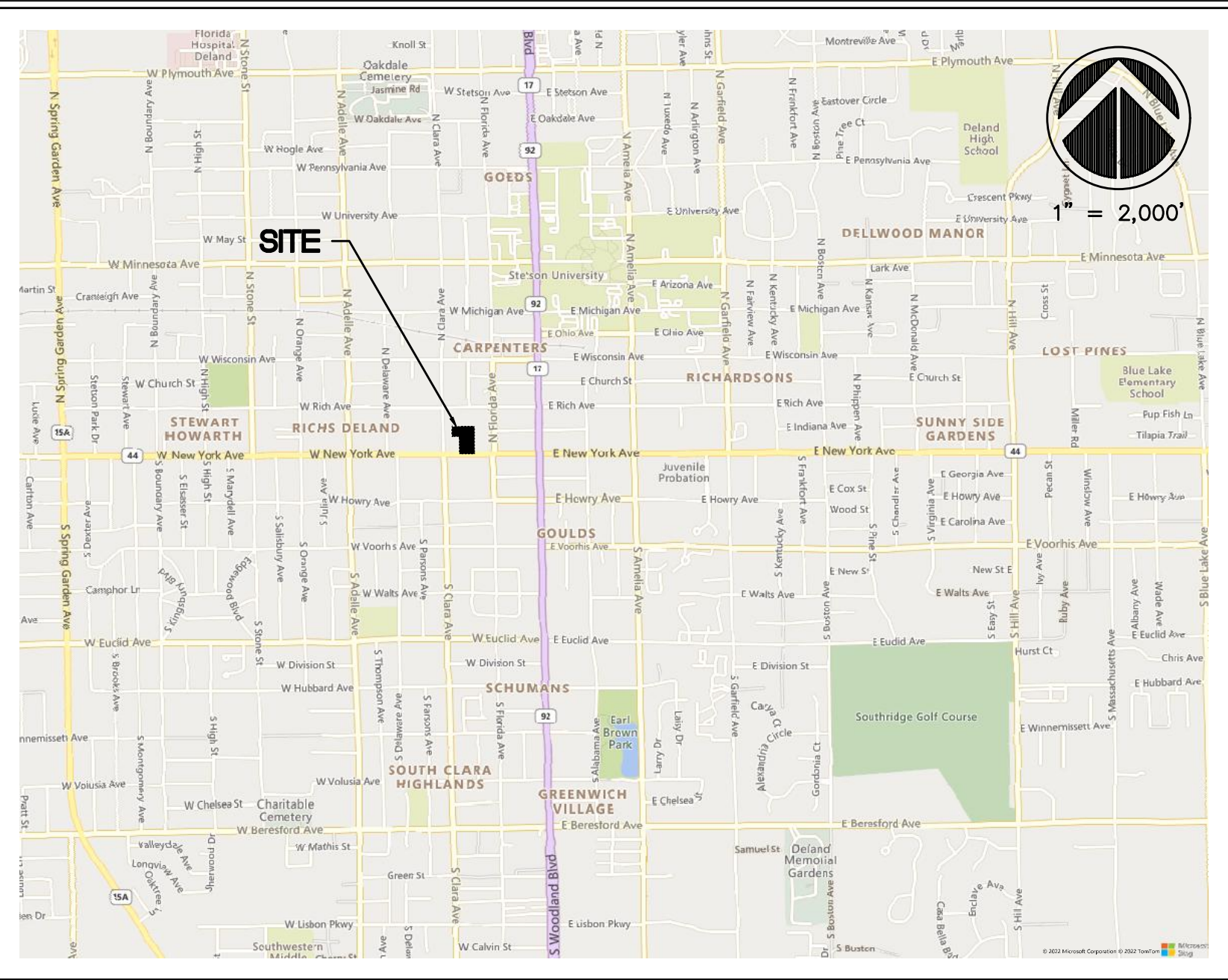
ARCHITECT:

POWELLSTUDIO ARCHITECTURE
713 W MONTROSE ST.
CLERMONT, FL 34711
PHONE: (352) 874-2340

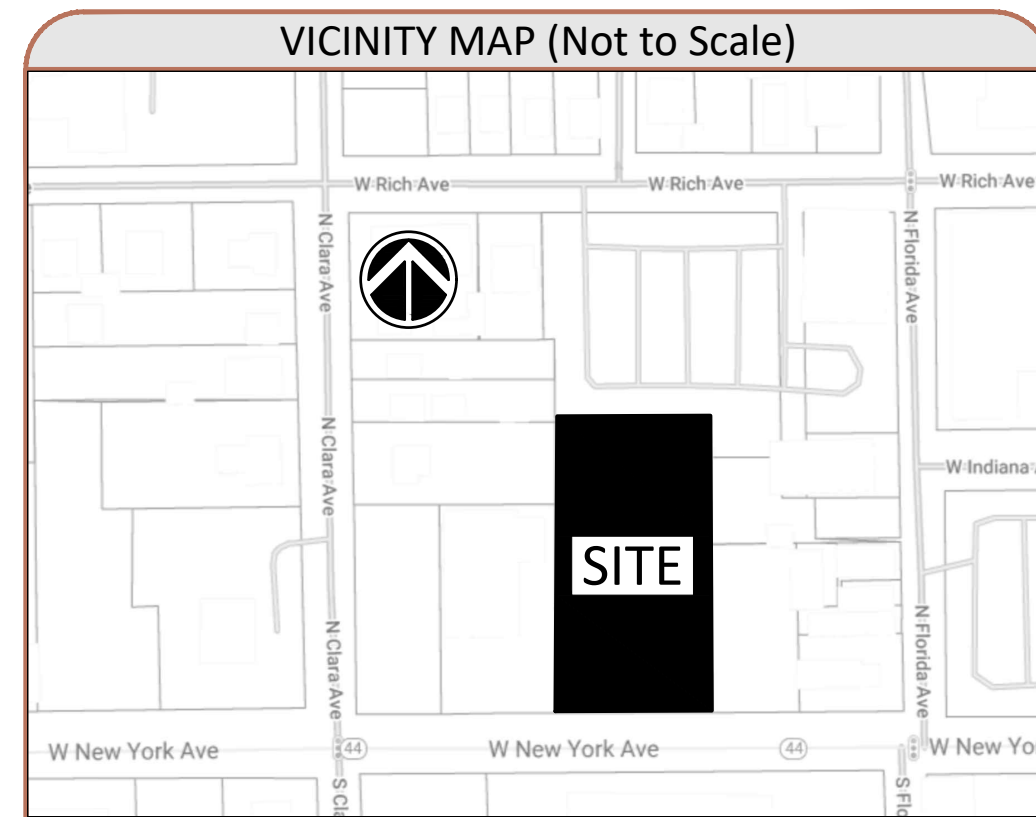
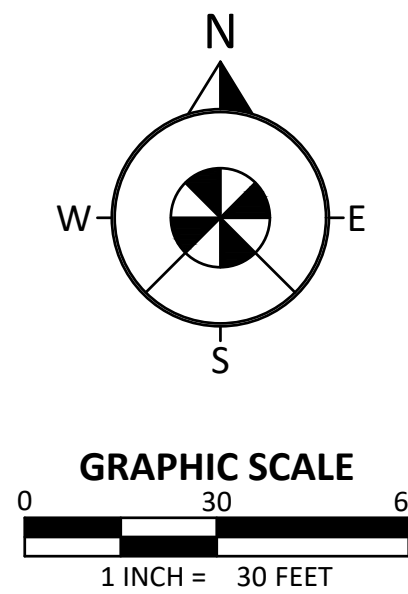
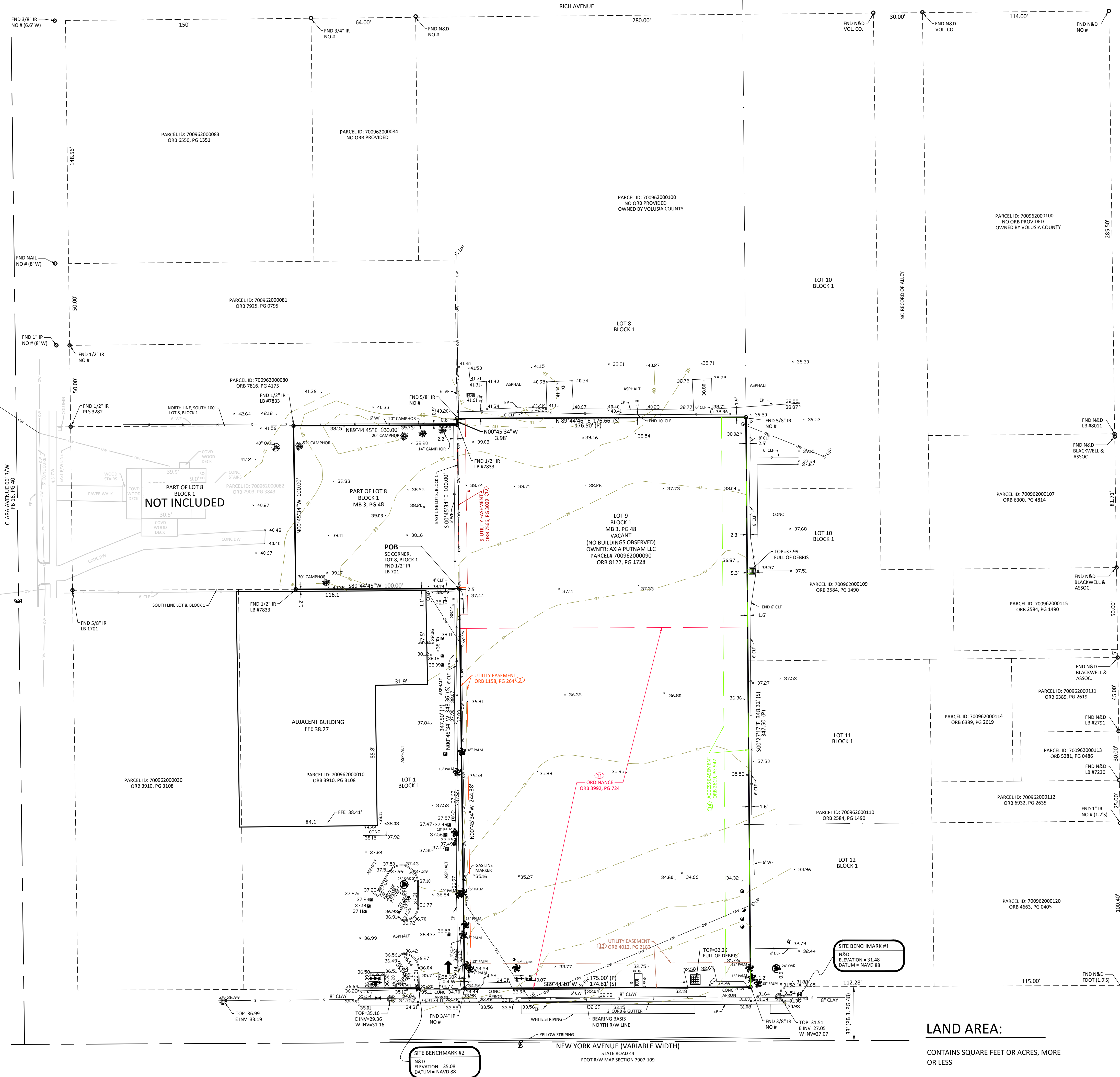
LANDSCAPE ARCHITECT:

DARK MOSS
308 E 7TH AVE
TAMPA, FL 33602
PHONE: (813) 532-3440

VICINITY MAP



BOUNDARY & TOPOGRAPHIC SURVEY



DESCRIPTION:

The East 100.00 feet of the South 100 feet of the West 237.5 feet of Lot 8, Assessor's Subdivision of Block 1, Roger's Deland, according to the map thereof recorded in Map Book 16, Page 40, of the Public Records of Volusia County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 8, Block 1; run thence S89°44'45"W, along the South line of said Lot 8, a distance of 100.00 feet; thence N00°45'34"W, a distance of 100.00 feet to the North line of the South 100 feet of said Lot 8; thence N89°44'45"E along said North line, a distance of 100.00 feet to the East line of said Lot 8; thence S00°45'34"E, along said East line, a distance of 100.00 feet to the Point of Beginning.

And
Lot 9, Assessor's Subdivision of Block 1, Roger's Deland, a subdivision according to the plat
thereof recorded at Plat Book 3, Page 48, in the Public Records of Volusia County, Florida

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE IS BASED ON THE MONUMENTED NORTH R/W LINE OF NEW YORK AVENUE; BEING: S89°44'10"W ASSUMED.
2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.
4. THIS SITE LIES IN ZONE X PER FLOOD INSURANCE RATE MAP NO. 12127C0470H, COMMUNITY NO. 120307, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA, EFFECTIVE 02/19/2014.
5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
6. THIS SURVEY WAS MADE WITH BENEFIT OF COMMITMENT FOR TITLE NO. 7222-6423577, EFFECTIVE: APRIL 21, 2023, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY. THE LEGAL DESCRIPTION SHOWN HEREON IS THE SAME AS THE LEGAL DESCRIPTION SET FORTH IN SCHEDULE A OF THE TITLE COMMITMENT REFERENCED HEREON.
7. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION T 474, BEING: 38.11 FEET, (NAVD 88), PUBLISHED BY NGS (NATIONAL GEODETIC SURVEY).
8. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FDOT FPNR.

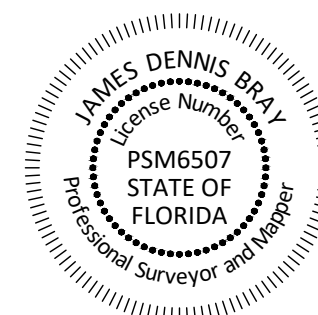
SCHEDULE B-II:

9. Easement granted to Florida Power Corporation by instrument recorded in Book 1158, Page 264.
(ON SUBJECT PROPERTY AS SHOWN HEREON)
10. Fence Boundary Agreement recorded in Book 1980, Page 1770.
(ON SUBJECT PROPERTY. THE LOCATION OF THE FENCE CANNOT BE DETERMINED BY THE DESCRIPTION IN THE RECORDED DOCUMENT)
11. Ordinance 94-36 Designating the Downtown Historic District recorded in Book 3992, Page 724.
(AS TO LOT 9, BLANKET IN NATURE OVER THE PORTION OF SUBJECT PROPERTY SHOWN HEREON.)
12. Easement granted to County of Volusia for Utilities by instrument recorded in Book 7566, Page 3029.
(ON SUBJECT PROPERTY AS SHOWN HEREON)
13. Easement granted to City of Deland by instrument recorded in Book 4012, Page 2182.
(ON SUBJECT PROPERTY AS SHOWN HEREON IN ITS APPROXIMATE LOCATION DUE TO POOR LEGIBILITY.)
14. Reciprocal Easement Agreement recorded in Book 2619, Page 946.
(ON SUBJECT PROPERTY AS SHOWN HEREON)

Certified to:

Blue Sky Communities, LLC, a Florida limited liability company;
First American Title Insurance Company;
Nelson Mullins Riley & Scarborough LLP

This Survey is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.



LEGEND

- AB** - AIR CONDITION
AC - AIR-CONDITIONED
AD - AIR DUCT
AE - AIR EXHAUST MEASUREMENT
AF - SLOPE FLOOR/FLYOVER
AG - AIR GATE
AI - AIR INLET
AK - AIR KNOCK
AL - ALUMINUM
AM - ALUMINUM ELECTRIC CABLE
AN - ALUMINUM ELECTRICAL CABLE
AO - ALUMINUM ELECTRICAL MEASURED
AP - CENTRAL ANGLE
AQ - AIR QUALITY
AR - AIR RADIATION
AS - AIR SUPPLY
AT - AIR THERMOCouple
AV - AIR VENTILATION
AW - AIR WIND
AX - AIR EXHAUST
AY - AIR EXHAUST
B - BUILDING
BA - BUILDING AREA
BB - BUILDING BAY
BC - BUILDING C
BD - BUILDING D
BE - BUILDING E
BF - BUILDING F
BG - BUILDING G
BH - BUILDING H
BI - BUILDING I
BJ - BUILDING J
BK - BUILDING K
BL - BUILDING L
BM - BUILDING M
BN - BUILDING N
BO - BUILDING O
BP - BUILDING P
BQ - BUILDING Q
BR - BUILDING R
BS - BUILDING S
BT - BUILDING T
BU - BUILDING U
BV - BUILDING V
BW - BUILDING W
BX - BUILDING X
BY - BUILDING Y
BZ - BUILDING Z
CA - CABLE
CB - CABLE B
CC - CABLE C
CD - CABLE D
CE - CABLE E
CF - CABLE F
CG - CABLE G
CH - CABLE H
CI - CABLE I
CJ - CABLE J
CK - CABLE K
CL - CABLE L
CM - CABLE M
CN - CABLE N
CO - CABLE O
CP - CABLE P
CQ - CABLE Q
CR - CABLE R
CS - CABLE S
CT - CABLE T
CU - CABLE U
CV - CABLE V
CW - CABLE W
CX - CABLE X
CY - CABLE Y
CZ - CABLE Z
DA - DRAINAGE
DB - DRAINAGE B
DC - DRAINAGE C
DD - DRAINAGE D
DE - DRAINAGE E
DF - DRAINAGE F
DG - DRAINAGE G
DH - DRAINAGE H
DI - DRAINAGE I
DJ - DRAINAGE J
DK - DRAINAGE K
DL - DRAINAGE L
DM - DRAINAGE M
DN - DRAINAGE N
DO - DRAINAGE O
DP - DRAINAGE P
DQ - DRAINAGE Q
DR - DRAINAGE R
DS - DRAINAGE S
DT - DRAINAGE T
DU - DRAINAGE U
DV - DRAINAGE V
DW - DRAINAGE W
DX - DRAINAGE X
DY - DRAINAGE Y
DZ - DRAINAGE Z
EA - ELECTRICAL
EB - ELECTRICAL B
EC - ELECTRICAL C
ED - ELECTRICAL D
EE - ELECTRICAL E
EF - ELECTRICAL F
EG - ELECTRICAL G
EH - ELECTRICAL H
EI - ELECTRICAL I
EJ - ELECTRICAL J
EK - ELECTRICAL K
EL - ELECTRICAL L
EM - ELECTRICAL M
EN - ELECTRICAL N
EO - ELECTRICAL O
EP - ELECTRICAL P
EQ - ELECTRICAL Q
ER - ELECTRICAL R
ES - ELECTRICAL S
ET - ELECTRICAL T
EU - ELECTRICAL U
EV - ELECTRICAL V
EW - ELECTRICAL W
EX - ELECTRICAL X
EY - ELECTRICAL Y
EZ - ELECTRICAL Z
FA - FLOOR
FB - FLOOR B
FC - FLOOR C
FD - FLOOR D
FE - FLOOR E
FF - FLOOR F
FG - FLOOR G
FH - FLOOR H
FI - FLOOR I
FJ - FLOOR J
FK - FLOOR K
FL - FLOOR L
FM - FLOOR M
FN - FLOOR N
FO - FLOOR O
FP - FLOOR P
FQ - FLOOR Q
FR - FLOOR R
FS - FLOOR S
FT - FLOOR T
FU - FLOOR U
FV - FLOOR V
FW - FLOOR W
FX - FLOOR X
FY - FLOOR Y
FZ - FLOOR Z
GA - GATE
GB - GATE B
GC - GATE C
GD - GATE D
GE - GATE E
GF - GATE F
GG - GATE G
GH - GATE H
GI - GATE I
GJ - GATE J
GK - GATE K
GL - GATE L
GM - GATE M
GN - GATE N
GO - GATE O
GP - GATE P
GQ - GATE Q
GR - GATE R
GS - GATE S
GT - GATE T
GU - GATE U
GV - GATE V
GW - GATE W
GX - GATE X
GY - GATE Y
GZ - GATE Z
HA - HANDRAIL
HB - HANDRAIL B
HC - HANDRAIL C
HD - HANDRAIL D
HE - HANDRAIL E
HF - HANDRAIL F
HG - HANDRAIL G
HH - HANDRAIL H
HI - HANDRAIL I
HJ - HANDRAIL J
HK - HANDRAIL K
HL - HANDRAIL L
HM - HANDRAIL M
HN - HANDRAIL N
HO - HANDRAIL O
HP - HANDRAIL P
HQ - HANDRAIL Q
HR - HANDRAIL R
HS - HANDRAIL S
HT - HANDRAIL T
HU - HANDRAIL U
HV - HANDRAIL V
HW - HANDRAIL W
HX - HANDRAIL X
HY - HANDRAIL Y
HZ - HANDRAIL Z
IA - INTERIOR
IB - INTERIOR B
IC - INTERIOR C
ID - INTERIOR D
IE - INTERIOR E
IF - INTERIOR F
IG - INTERIOR G
IH - INTERIOR H
II - INTERIOR I
IJ - INTERIOR J
IK - INTERIOR K
IL - INTERIOR L
IM - INTERIOR M
IN - INTERIOR N
IO - INTERIOR O
IP - INTERIOR P
IQ - INTERIOR Q
IR - INTERIOR R
IS - INTERIOR S
IT - INTERIOR T
IU - INTERIOR U
IV - INTERIOR V
IW - INTERIOR W
IX - INTERIOR X
IY - INTERIOR Y
IZ - INTERIOR Z
JA - JUNCTION
JB - JUNCTION B
JC - JUNCTION C
JD - JUNCTION D
JE - JUNCTION E
JF - JUNCTION F
JG - JUNCTION G
JH - JUNCTION H
JI - JUNCTION I
BJ - JUNCTION J
JK - JUNCTION K
BL - JUNCTION L
JM - JUNCTION M
JN - JUNCTION N
JO - JUNCTION O
JP - JUNCTION P
JQ - JUNCTION Q
JR - JUNCTION R
JS - JUNCTION S
JT - JUNCTION T
JU - JUNCTION U
JV - JUNCTION V
JW - JUNCTION W
JX - JUNCTION X
JY - JUNCTION Y
JZ - JUNCTION Z
KA - KITCHEN
KB - KITCHEN B
KC - KITCHEN C
KD - KITCHEN D
KE - KITCHEN E
KF - KITCHEN F
KG - KITCHEN G
KH - KITCHEN H
KI - KITCHEN I
KJ - KITCHEN J
KK - KITCHEN K
KL - KITCHEN L
KM - KITCHEN M
KN - KITCHEN N
KO - KITCHEN O
KP - KITCHEN P
KQ - KITCHEN Q
KR - KITCHEN R
KS - KITCHEN S
KT - KITCHEN T
KU - KITCHEN U
KV - KITCHEN V
KW - KITCHEN W
KX - KITCHEN X
KY - KITCHEN Y
KZ - KITCHEN Z
LA - LAMP
LB - LAMP B
LC - LAMP C
LD - LAMP D
LE - LAMP E
LF - LAMP F
LG - LAMP G
LH - LAMP H
LI - LAMP I
LJ - LAMP J
LK - LAMP K
LL - LAMP L
LM - LAMP M
LN - LAMP N
LO - LAMP O
LP - LAMP P
LQ - LAMP Q
LR - LAMP R
LS - LAMP S
LT - LAMP T
LU - LAMP U
LV - LAMP V
LW - LAMP W
LX - LAMP X
LY - LAMP Y

ADDRESS:

225 W. NEW YORK AVE AND
125 N. CLARA AVENUE
DELAND, FL 32720

Job Information

JOB NO. 905773
CF NO. VLS-16-40-LOT8-BLK1-Update02
FIELD DATE: 09/29/2023
SCALE: 1" = 30'
DRAWN BY: GLT/DSK

Revisions

[illegible]

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxesurveying.com

James D. Bray PSM 6507

SHEET 1 OF 1

ABBREVIATIONS

A	F	P
A AREA	F&C FRAME AND COVER	PC POINT OF CURVATURE
AB ANCHOR BOLT	FD FLOOR DRAIN	PCC POINT OF COMPOUND CURVATURE
ABD ABANDON(ED)	FDN FOUNDATION	PEP POLYETHYLENE PIPE
AC ACRE(S)	FDOT FLORIDA DEPARTMENT	PFPG PROFILE GRADE POINT
AC-FT ACRE FOOT/FEET	FF OF TRANSPORTATION	PI POINT OF INTERSECTION
ADDL ASBESTOS CEMENT PIPE	FG FINISHED FLOOR	P/L PROPERTY LINE
ADT ADDITIONAL	FG FINISHED GRADE	POB POINT OF BEGINNING
ADT AVERAGE DAILY TRAFFIC	FH FIRE HYDRANT	POJ PUSH ON JOINT
AL ALUMINUM	F&I FURNISH AND INSTALL	PP POLYPROPYLENE
ALT ALTERNATE	FIGURE FIGURE	PR PHONE RISER
AM BEFORE NOON	FIN FINISHED	PRC POINT OF REVERSE CURVATURE
AMP AMPERE(S)	FIT FITTING	PRESS PRESSURE
APPROX APPROXIMATE	FL FENCE LINE	PROJ PROJECT
ARV AIR RELEASE VALVE	FLR FLOOR	PROP PROPOSED
ARVV AIR RELEASE VACUUM VALVE	FLEX FLEXIBLE	PRVC POINT OF REVERSE VERTICAL CURVE
ASPH ASPHALT	FLG FLANGE	PSF POUNDS PER SQUARE FOOT
ASSY ASSEMBLY	FM FORGE MAIN	PSI POUNDS PER SQUARE INCH
AVE AVENUE	FND FOUND	PT POINT OF TANGENCY
AVG AVERAGE	FPH FEET PER HOUR	PVC POLYVINYL CHLORIDE
AZ AZIMUTH	FBM FEET PER MINUTE	PVMT PAVEMENT
	FPS FEET PER SECOND	PWR POWER
	FT FEET/FOOT	
	FTG FOOTING	
B	G	Q
BFP BACKFLOW PREVENTER	GA GAUGE	Q FLOW RATE
BL BASELINE	GAL GALLON	
BLDG BUILDING	GALV GALVANIZED	
BLVD BOULEVARD	GM GAS MAIN	
BM BENCH MARK	GPD GALLONS PER DAY	
BND BOUNDARY	GPH GALLONS PER HOUR	
BO BLOWOFF	GPM GALLONS PER MINUTE	
BOD BOTTOM	GPS GALLONS PER SECOND	
BOT BOTTOM	GR GUARD RAIL	
BRG BEARING	GRD GROUND GRADE	
BS BOTTOM OF SLOPE	GSP GALVANIZED STEEL PIPE	
BV BUTTERFLY VALVE	GV GATE VALVE	
	GV&B GATE VALVE AND BOX	
	GW GUY WIRE	
	GWT GROUND WATER TABLE	
C	H	R
CAP CAPACITY	HB HOSE BIBB	R RADIUS
CB CATCH BASIN	HDPE HIGH DENSITY POLYETHYLENE	RCP REINFORCED CONCRETE PIPE
CC CENTER TO CENTER	HDW HARDWARE	RCPA REINFORCED CONCRETE PIPE ARCH
CEM CEMENT	HOA HOME OWNERS ASSOCIATION	RD ROAD
CF CUBIC FEET	HORIZ HORIZONTAL	RDM ROADWAY
CFM CUBIC FEET PER MINUTE	HP HORSEPOWER	RED REDUCER
CF&S CUBIC FEET PER SECOND	HR HOUR	REF REFERENCE
C&G CAST IRON	HT HEIGHT	REINF REINFORCE(D)
CIP CAST IRON PIPE	HW HEADWALL	REQD REQUIRED
CJ CONSTRUCTION JOINT	HWL HIGH WATER LEVEL	REV REVISE/REVISION
CL CONDUIT	HYD HYDRAULIC	RPM REVOLUTIONS PER MINUTE
CLP CONCRETE LIGHT POLE		RR RAILROAD
CLR CLEAR/CLEARANCE		RT RIGHT
CLS CLASS		RV RELIEF VALVE
CM CONCRETE MONUMENT		R/W RIGHT-OF-WAY
OMP CORRUGATED METAL PIPE		RW REUSE WATER MAIN
CMPA CORRUGATED METAL PIPE ARCH		
CND CONDUIT		
CO COUNTY		
COL CLEANOUT		
COL COLUMB		
COMP COMPLETE		
CONC CONCRETE		
CONN CONNECTION		
CONST CONSTRUCTION(ION)		
CONT CONTINUOUS		
COORD COORDINATE(S)		
COR CORNER		
CPLG COUPLING		
CPP CONCRETE POWER POLE		
CS CONTROL STRUCTURE		
CTG COATING		
CTR CENTER		
CTV CABLE TELEVISION		
CULV CULVERT		
CY CUBIC YARD		
CYL CYLINDER		
D	L	S
DBL DOUBBLE	LA LENGTH	S SOUTH
DEG DEGREE	LAT LATITUDE	SAN SANITARY SEWER
DEFL DEFLECT(ION)	LATL LATERAL	SB SPLASH BACK
DEPT DEPARTMENT	LB POUND	SCH SCHEDULE
DET DETAIL	LF LINEAR FEET/FOOT	SD SIDE DRAIN
DHWL DESIGN HIGH WATER LEVEL	LG LONG	SDN SHELF DRAIN
DI DUCTILE IRON	LIM LIMIT(S)	SE SEVENTH
DIP DIAMETER	LP LIGHT POLE	SEC SECONDS
DIAG DIAGONAL	LONG LONG	SECT SECTION
DIM DIMENSION	LT LEFT	SH SHEET
DIP DUCTILE IRON PIPE	LWL LOW WATER LEVEL	SHOWT SEASONAL HIGH GROUND WATER TABLE
DISCH DISCHARGE		SM SIMILAR
DIST DISTANCE		S/L SETBACK LINE
DMH DROP MANHOLE		SL SLOPE
DN DOWN		SM SHEET METAL
DRN DRAIN		SPEC SPECIFICATION(S)
DWG DRAWING		SO SQUARE
DWY DRIVEWAY		SQ INCH(ES)
		SQ FT SQUARE FOOT/FEET
		SQ YD SQUARE YARD(S)
		SR STATE ROAD
		SS STAINLESS STEEL
		ST STREET
		STA STATION
		STD STANDARD
		STL STEEL
		STR STRUCTURE
		STS STORM SEWER
		SUP SUPPORT
		SUSP SUSPEND/SUSPENSION
		SVC SERVICE
		SW SOUTHWEST
		SWK SIDEWALK
		SYM SYMBOL(S)
		SYMM SYMMETRICAL
		SYS SYSTEM
E	M	T
E EAST	MAINT MAINTENANCE	T TANGENT
EA EACH	MATL MATERIAL	TURBLOCK TURBLOCK
EAC EDGE OF CONCRETE	MAX MAXIMUM	T&B TOP AND BOTTOM
ED ENERGY DISSIPATOR	MECH MECHANICAL	TBM TEMPORARY BENCH MARK
EF EACH FACE	ME MITERED END	TC TIME OF CONCENTRATION
EFF EFFLUENT	MFR MANUFACTURER	TRENCH DRAIN
EG EXISTING GRADE	MGD MILLION GALLONS PER DAY	TDH TOTAL DYNAMIC HEAD
E/L EASEMENT LINE	MH MANHOLE	TECH TECHNICIAN/TECHNICAL
ELB ELBOW	MHC MANHOLE COVER	TEMP TEMPORARY
ELEC ELECTRIC	MHWL MEAN HIGH WATER LEVEL	TL TERMINAL LAMPHOLE
ELEV ELEVATION	MIN MINIMUM	TOB TOP OF BANK
ELLIP ELLIPSE/ELLIPTICAL	MISC MISCELLANEOUS	TOC TOP OF CURB
ENC ENCASMENT	MJ MECHANICAL JOINT	TOS TOP OF SLOPE
ENG ENGINEER(ING)	MLP METAL LIGHT POLE	TOT TOTAL
EOP EDGE OF PAVEMENT	MLWL MEAN LOW WATER LEVEL	TS TOP OF SLOPE
EQ EQUIVALENT	MON MONUMENT	TS&V TAPPING SLEEVE & VALVE
EQUIP EQUIPMENT	MPH MILES PER HOUR	TWP TOWNSHIP
EQUI		

EXISTING SYMBOLS			
LINES			
	CENTER LINE		BUILDING LINE
	WIRE FENCE		CONTOURS
	CHAIN LINK FENCE		RAILROAD TRACKS
	WOOD FENCE		GAS MAIN
	GUARDRAIL		UNDERGROUND ELECTRIC
	EXISTING PLATS		UNDERGROUND TELEPHONE
	RETAINING WALL		OVERHEAD ELECTRIC
	RIGHT-OF-WAY LINE		OVERHEAD TELEPHONE
	SHORELINE		UNDERGROUND CABLE TELEVISION
	SWALE		EASEMENT
SANITARY			
	SANITARY SEWER LINE		FORCE MAIN
	CLEANOUT		MANHOLE
WATER & REUSE WATER			
	WATER MAIN DIP PIPE		WATER VALVE
	REUSE WATER MAIN		FIRE HYDRANT
	BACKFLOW PREVENTOR		WATER METER
STORM DRAIN			
	STORM SEWER		FDOT TYPE 1 INLET
	MANHOLE		FDOT TYPE 2 INLET
	MITERED END		FDOT TYPE 3 INLET
	STORM INLET		FDOT TYPE 4 INLET
	FDOT TYPE 6 INLET		FDOT TYPE 5 INLET
HIGHWAY & UTILITIES			
	BENCHMARK		GUY POLE
	RECOVERED 4x4 CM		WOOD UTILITY POLE
	SET 4x4 CM		CONCRETE UTILITY POLE
	SET IRON ROD		ELECTRIC MANHOLE
	RECOVERED IRON ROD		TELEPHONE MANHOLE
	CONCRETE		TELEPHONE RISER
	COUNTY ROADS		ELECTRIC BOX / TRANSFORMER
	INTERSTATE ROADS		WELL
	STATE ROADS		MONITORING WELL
	WOOD AND/OR METAL LIGHT POLE		DUMPSTER
	CONCRETE LIGHT POLE		RR CROSSING SIGN
	YARD LIGHT		RR CROSSING GATE
	MISCELLANEOUS SIGN		TRAFFIC SIGNAL POLE
	SECTION CORNER		SATELLITE DISH
	EDGE OF PAVEMENT W/O CURB		GUY WIRE
	EDGE OF PAVEMENT W/CURB		HANDICAP PARKING
			SPOT ELEVATION

PROPOSED SYMBOLS	
LINES	STORM DRAIN
PROPERTY LINE	100 LF 24 HDPE @ 0.20% 100 LINEAR FEET STORM PIPE 24" HIGH DENSITY POLYETHYLENE PIPE @ 0.20%
CONSERVATION SETBACK	UNDERDRAIN 6" HDPE PIPE
CENTER LINE	DRAINAGE FLOW DIRECTION
CHAIN LINK FENCE	FDOT INLET TYPE 1
CONTOUR	FDOT INLET TYPE 2
EASEMENT	FDOT INLET TYPE 3
FENCE	FDOT INLET TYPE 4
GUARDRAIL	FDOT INLET TYPE 5
LOT LINE	FDOT INLET TYPE 6
RETAINING WALL	MANHOLE
RIGHT-OF-WAY LINE	MITERED END SECTION
SETBACK LINE	SLOPE DIRECTION ARROW FOR POND SIDE SLOPE
SHORELINE	SPOT ELEVATION
SWALE	STORM INLET
TREE LINE	
SANITARY	HIGHWAY & UTILITIES
100 LF SAN 8 PVC 0.40% CLEANOUT	BOUND CORNER
DOUBLE SANITARY SERVICE	CONCRETE
FORCE MAIN PVC PIPE	COUNTY ROADS
MANHOLE	DETAIL REFERENCE
	DUMPSTER
	FINISHED FLOOR ELEVATION W/ FHA LOT TYPE
	GUY POLE
	HANDICAP PARKING
	INTERSTATE ROADS
	LIGHT POLE
	SIGNS
	SECTION CORNER
	STATE ROADS
	SILT FENCE
	TRAFFIC FLOW PAVEMENT MARKING
	UTILITY POLE
	BLDG OR STRUCTURE
	TYPE F CURB & GUTTER
	MIAMI CURB
	VERTICAL CURB
	CROSS SECTION DETAIL
WATER & REUSE WATER	
WATER MAIN PVC PIPE	
11 1/2' BEND	
22 1/2' BEND	
45° BEND	
90° BEND	
TEE	
CROSS	
CHECK VALVE	
DOUBLE DETECTOR CHECK VALVE	
DOUBLE WATER SERVICE	
GATE VALVE	
FIRE HYDRANT	
METER	
REDUCER	
BLOWOFF	
BACKFLOW PREVENTER	
SAMPLE POINT	
CEANOUT	
RECLAIM WATER MAIN	
DOUBLE RECLAIM WATER SERVICE	



SYMBOLS AND ABBREVIATIONS
FOR
NEW YORK AVE APARTMENTS
CITY OF DELAND
FLORIDA

BLUE IAN, LLC
180 FOUNTAIN PKWY N.
ST. PETERSBURG, FL 33716

ENGINEER IN CHARGE:

DAVID A. STOKES, P.E. #66527
January 4, 2024
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

1	07/03/24 80% DESIGN DEVELOPMENT PLAN SET
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
	DATE REVISIONS

JOB # _____ 23201
DATE: _____ 12/4/23
SCALE: _____ N.T.S.
DESIGNED BY: _____ TRF
DRAWN BY: _____ TRF
APPROVED BY: _____ DAS

C002

GENERAL NOTES

1. ALL CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE LATEST LOCAL AGENCY DETAILS, THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITIONS, OF, AND THE FDOT "STANDARD PLANS", WHICHEVER IS MORE STRINGENT.
2. ALL FDOT DESIGN INDICES ARE HEREBY INCORPORATED AS PLAN REFERENCES HEREIN. CONTRACTOR IS RESPONSIBLE FOR OBTAINING COMPLETE COPIES OF ALL APPLICABLE INDEX DRAWINGS AND CONSTRUCTING ALL WORKS IN CONFORMANCE WITH THE FDOT STANDARD PLANS, LATEST EDITION.
3. THE LOCATIONS OF EXISTING UTILITIES SUCH AS WATER MAINS, SEWER MAINS, GAS LINES, ETC., AS SHOWN ON THE PLANS, WITH THE EXCEPTION OF THE LOCATIONS OF EXISTING UTILITIES AT ALL POINTS OF CONNECTION TO AND AT ALL AREAS OF CONFLICT WITH UTILITY PROVIDER MAINS, WHICH HAVE BEEN FIELD VERIFIED, HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. HOWEVER, THE ENGINEER AND OWNER DO NOT ASSUME RESPONSIBILITY FOR THE SIZES AND LOCATIONS SHOWN AND NOT SHOWN ON THESE PLANS.
4. CONTRACTOR, INCLUDING ANY SUB-CONTRACTORS, IS RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE IN HAND AT THE JOB SITE PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. CONTRACTOR SHALL ABIDE BY ALL CONDITIONS CONTAINED THEREIN. PERMITS INCLUDED (BUT NOT NECESSARILY LIMITED TO) ARE:
- ACCE NATIONALWIDE OR INDIVIDUAL DREDGE AND FILL
 - FDEP WATER DISTURBANCE PERMIT
 - FDEP SANITARY SEWER COLLECTION AND TRANSMISSION
 - FDEP REUSE
 - FDEP DREDGE AND FILL
 - FDEP NPDES GENERAL PERMIT FOR STORMWATERDISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES
 - FDOT DRIVEWAY CONNECTION
 - FDOT UTILITY
 - FDOT STORMWATER DISCHARGE CONNECTION
 - FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION PERMIT FOR IMPACTS TO PROTECTED SPECIES
 - LOCAL RIGHT OF WAY USE
 - LOCAL UNDERGROUND UTILITIES
 - WATER MANAGEMENT DISTRICT CONSUMPTIVE USE FOR CONSTRUCTION DEWATERING (CUP)
 - WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT (ERP)
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL SETBACKS AND EASEMENTS BEFORE BEGINNING CONSTRUCTION.
6. BENCHMARKS AND OTHER REFERENCE POINTS SHALL BE CAREFULLY MAINTAINED THROUGHOUT THE PROJECT. IF DISTURBED, DESTROYED, THESE POINTS SHALL BE REPLACED BY A LICENSED FLORIDA PROFESSIONAL LAND SURVEYOR (P.L.S.) AT CONTRACTOR'S EXPENSE.
7. DIFFERING SITE CONDITIONS FROM THAT WHICH IS REPRESENTED HEREON, WHETHER ABOVE, ON, OR BELOW THE SURFACE OF THE GROUND, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND OWNER IN WRITING. NO CLAIM FOR EXPENSES INCURRED BY THE CONTRACTOR DUE TO DIFFERING SITE CONDITIONS WILL BE ALLOWED IF CONTRACTOR FAILS TO PROVIDE THE REQUIRED WRITTEN NOTIFICATION OF SUCH CONDITIONS TO THE ENGINEER AND OWNER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING STRUCTURES, ETC., UNLESS OTHERWISE NOTED. ALL SOIL STRIPPINGS AND ANY UNSUITABLE MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED BY THE CONTRACTOR UNLESS OTHERWISE DIRECTED BY THE OWNER.
9. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES AND UTILITIES NOTED TO REMAIN FROM DAMAGE OR DISPLACEMENT DURING CONSTRUCTION. IN THE EVENT OBSTRUCTIONS ARE ENCOUNTERED, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER AND THE UTILITY COMPANY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED TO REPAIR DAMAGE OR CORRECT DISPLACEMENT.
10. CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES WHICH ARE TO BE SAVED, WHETHER SHOWN IN THE PLANS OR DESIGNATED IN THE FIELD. CONTRACTOR SHALL BECOME FAMILIAR WITH AND CONFORM WITH ALL TREE PROTECTION/PRESERVATION PROVISIONS OF THE PRELIMINARY SUBDIVISION PLAN / DEVELOPMENT PLAN AND LOCAL GOVERNMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT AND MITIGATION COSTS FOR ANY TREES REMOVED THAT WERE DESIGNATED TO BE PRESERVED.
11. WHEN DETAILS ARE PROVIDED, CONTRACTOR SHALL CONSTRUCT JOB PER SPECIFIC DETAILS, AND NOT BY SCALING FROM THESE PLANS.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ANY REQUIRED TRAFFIC CONTROL PLANS. ALL WORK SHALL BE EXECUTED UNDER THE ESTABLISHED PLAN AND FDOT, AND LOCAL AGENCY APPROVED PROCEDURES.
13. THE CONTRACTOR SHALL RESTORE OFF SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
14. AS-BUILT DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE PROJECT ENGINEER UPON PROJECT COMPLETION.
15. CONTRACTOR SHALL COMPLY WITH ALL LOCAL AGENCY REQUIREMENTS FOR INSPECTION AND TESTING.
16. ALL NEW UTILITIES AND UPGRADED UTILITIES PROVIDED TO OR ON THE SITE MUST BE INSTALLED UNDERGROUND.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ANY TRAFFIC SIGNAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO FIBER LOOP SENSORS, PULL BOXES, CONDUIT TRAFFIC SIGNALS, AND CABINETS. ANY ITEMS DAMAGED BY THE CONTRACTOR WILL BE RESTORED TO THEIR ORIGINAL CONDITIONS UNLESS OTHERWISE AGREED UPON BY THE COUNTY TRAFFIC ENGINEER.
18. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH UTILITY PROVIDER'S STANDARDS AND CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
19. CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITY COMPANIES OF PROPOSED START OF WORK IN ACCORDANCE WITH THEIR STANDARD REQUIREMENTS; INCLUDING BUT NOT LIMITED TO, WATER, RECLAIMED WATER, SEWER, POWER, TELEPHONE, GAS AND CABLE TV COMPANIES.
20. PRIOR TO COMMENCEMENT, CONTRACTOR SHALL PROVIDE ENGINEER WITH CONSTRUCTION SCHEDULE FOR VARIOUS SITE WORK ELEMENTS SO THAT PERIODIC SITE VISITS MAY BE COORDINATED TO ENSURE TIMELY CERTIFICATION OF COMPLETION TO AGENCIES AND AVOID DELAYS IN ISSUANCE OF CERTIFICATES OF OCCUPANCY/COMPLETION.
21. ALL RECOMMENDATIONS AND REQUIREMENTS OF INSPECTION PERSONNEL OTHER THAN OWNER/OWNER'S REPRESENTATIVE SHALL BE REPORTED TO ENGINEER/OWNER/OWNER'S REPRESENTATIVE PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK THAT IS NOT AUTHORIZED BY ENGINEER/OWNER/OWNER'S REPRESENTATIVE.
22. CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING SHOP DRAWING AND MATERIALS ORDERING PHASE OF PROJECT AND ADVISE ENGINEER OF ANY DISCREPANCIES.
23. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING APPROVAL PROCESS BY ENGINEER/OWNER/OWNER'S REPRESENTATIVE IN WRITING.

GENERAL NOTES (CONTINUED)

24. CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE PLAT(S), ROAD, AND COSMETIC DETAILS. THE FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITIONS, AND THE FDOT "STANDARD PLANS", WHICHEVER IS MORE STRINGENT.
25. CONTRACTOR SHALL CONFIRM THE BUILDING DIMENSIONS SHOWN HEREIN WITH THOSE IN THE FINAL ARCHITECTURAL DRAWINGS PRIOR TO TAKEOUT. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, INCLUDING MINIMUM BUILDING SETBACKS PRIOR TO THE INSTALLATION OF ANY IMPROVEMENT.

PAVING AND DRAINAGE

1. THE CONTRACTOR SHALL CONSTRUCT PAVEMENT IN ACCORDANCE WITH TYPICAL PAVEMENT SECTIONS AND LOCAL AGENCY SPECIFICATIONS. THE FINISHED PAVEMENT GRADES SHALL CONFORM TO THOSE SPECIFIED ON THE GRADING PLAN.
2. FLORIDA LAW (F.S. 553.851) PROTECTION OF UNDERGROUND PIPELINES MANDATES THAT "NO EXCAVATOR SHALL COMMENCE OR PERFORM ANY EXCAVATION IN ANY PUBLIC OR PRIVATE STREET, ALLEY, RIGHT-OF-WAY DEDICATED TO THE PUBLIC USE, OR GAS UTILITY EASEMENT WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF THE PROPOSED EXCAVATION." THIS INCLUDES ANY OPERATION UTILIZING HAND TOOLS OR POWER TOOLS WHICH MOVES OR REMOVES ANY STRUCTURE, EARTH ROCK, OR OTHER MASS OF MATERIAL BY SUCH METHODS AS DIGGING, BACKFILLING, DEMOLITION, GRADING, DITCHING, DRILLING, BORING AND CABLE PLOWING. THE EXCAVATOR MUST NOTIFY THE GAS UTILITY A MINIMUM OF 48 HOURS AND A MAXIMUM OF 5 DAYS PRIOR TO EXCAVATING (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS).
3. EXCAVATION, PAVING, AND STORM SEWER WORK SHALL BE DONE IN ACCORDANCE WITH FDOT "STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION, AND LOCAL AGENCY SPECIFICATIONS.
4. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATIONS AT PROPERTY LINES. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE OF THE SITE TO THE RETENTION PONDS AS SHOWN BY PROPOSED GRADES AND FLOW ARROWS.
5. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE AND PROPER SOIL EROSION CONTROL MEASURES FOR PROTECTION OF ALL DRAINAGE AND SEWER STRUCTURES AND AT ALL ADJACENT LANDS AND ROADS.
6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY AND ALL GEOTECHNICAL REPORTS PREPARED FOR THE SITE. GEOTECHNICAL RECOMMENDATIONS ARE NOT THE RESPONSIBILITY OF ENGINEER. ENGINEER HAS RELIED ON THE GEOTECHNICAL REPORT(S) IN PREPARATION OF THE DRAWINGS. ANY CONFLICT BETWEEN INFORMATION WITHIN THE REPORT AND THESE DRAWINGS SHALL BE REPORTED TO ENGINEER/OWNER /OWNER'S REPRESENTATIVE. ENGINEER ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS, COMPLETENESS, OR ACCURACY OF GEOTECHNICAL INFORMATION.
7. THE SITE SHALL BE CLEARED OF ALL TREES EXCEPT THOSE WHICH ARE DESIGNATED TO BE SAVED OR RELOCATED. BEFORE CONSTRUCTION, THE CONTRACTOR SHALL MEET AT THE SITE WITH THE OWNER. AT THIS TIME, ANY TREES TO BE SAVED SHALL BE POINTED OUT AND TAGGED. THESE TREES SHALL BE PROTECTED FROM DAMAGE.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE SUPERVISING ENGINEER IF A PAVEMENT OR FOUNDATION STAKE IS DISTURBED.
9. THE CONTRACTOR SHALL INSTALL DROP CURBS AND HANDICAP RAMPS AT ALL INTERSECTIONS OF SIDEWALK WITH THE PROPOSED PAVEMENT, UNLESS OTHERWISE SPECIFIED.
10. FOR HORIZONTAL AND VERTICAL CLEARANCES BETWEEN STORM PIPES AND WATER MAINS/SERVICES, SEE WATER NOTES ON THIS SHEET AND FDEP SEPARATION TABLE ON UTILITY PLAN.
11. ALL PUBLIC STORM PIPE MATERIALS SHALL BE REINFORCED CONCRETE PIPE (RCP) ASTM C-76 CLASS III, UNLESS OTHERWISE SPECIFIED. LIFTING HOLES ARE PROHIBITED.
12. ALL PRIVATE STORM PIPE MATERIALS SHALL BE AS FOLLOWS:
- 12.1. DIAMETERS LESS THAN OR EQUAL TO 12-INCH SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) PIPE
- 12.2. DIAMETERS GREATER THAN OR EQUAL TO 15-INCH SHALL BE POLYPROPYLENE (PP) PIPE
13. MINIMUM COVER OVER ALL PIPE SHALL BE 36-INCHES FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
14. ALL STORM SYSTEM MANHOLE AND INLET STRUCTURES SHALL BE PRECAST CONCRETE.
15. THE CONTRACTOR SHALL USE CONCRETE WITH A MINIMUM 28 DAY STRENGTH OF 3,000 P.S.I..
16. ALL SIDEWALK WIDTHS SHALL BE AS NOTED ON THE SITE PLAN AND SHALL HAVE 1-INCH DEEP CONNECTION JOINTS EVERY 5- FEET AND AN EXPANSION JOINT EVERY 20- FEET (MINIMUM). MAXIMUM SIDEWALK SLOPES SHALL BE 2.00% AND MAXIMUM SIDEWALK RUNNING SLOPES SHALL BE 5.00% EXCEPT AT RAMP LOCATIONS. MAXIMUM RAMP SLOPES SHALL BE 8.33%.
17. PROVIDE FDOT TYPE III SILT FENCE ALONG THE PROPERTY LINES AND PHASE LINES AS WELL AS ANY CONSTRUCTION WITHIN THE OTHER PHASES THAT IS DEEMED NECESSARY.
18. ALL TEST REPORTS GENERATED BY A TESTING FIRM ARE TO HAVE COPIES SENT DIRECTLY TO THE LOCAL AGENCY AS SOON AS THEY ARE GENERATED. CLEARANCE FROM THE LOCAL AGENCY SHALL BE RECEIVED PRIOR TO PAVING.
19. THE BASE COURSE SHALL NOT BE CONSTRUCTED UNTIL AFTER SUBGRADE CONSTRUCTION HAS BEEN COMPLETED AND REQUIRED SUBGRADE TEST RESULTS HAVE BEEN SUBMITTED TO AND APPROVED BY THE LOCAL AGENCY'S ENGINEER.
20. THE FINISHED BASE COURSE SHALL BE PRIMED WITHOUT DELAY, PROTECTED FROM HEAVY TRAFFIC, AND CONTINUOUSLY MAINTAINED FREE OF DAMAGE UNTIL THE WEARING SURFACE IS APPLIED. ALL BAD AREAS SHALL BE CUT OUT AND REPLACED PRIOR TO APPLYING WEARING SURFACE.
21. ASSUMING ACCEPTABLE CURING, THE WEARING SURFACE SHALL BE APPLIED NO SOONER THAN SEVEN (7) DAYS AND NO LATER THAN THIRTY (30) DAYS AFTER BASE COMPLETION.
22. ALL CONCRETE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC.
23. ROADWAY MARKING, STRIPING, SIGNS, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (MUTCD), INCLUDING SUBSEQUENT REVISIONS AND ADDENDUMS, AS PUBLISHED BY THE USDOT FEDERAL HIGHWAY ADMINISTRATION AS WELL AS FDOT AND LOCAL AGENCY STANDARDS AND SPECIFICATIONS.
24. ALL OFFSITE ROADWAY MARKING/STRIPING MATERIAL SHALL BE THERMOPLASTIC UNLESS OTHERWISE SPECIFIED.
25. ALL ONSITE ROADWAY MARKING/STRIPING MATERIAL SHALL BE PAINT UNLESS OTHERWISE SPECIFIED.
26. REGULATORY SIGNS AND MARKINGS SHALL BE IN PLACE PRIOR TO FINAL INSPECTION OF PAVING AND DRAINAGE IMPROVEMENTS.

PAVING AND DRAINAGE (CONTINUED)

27. PAVEMENT RETURN RADII SHALL BE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
28. POND SLOPES AND BERMS SHALL BE SODDED TO TWO (2) FEET BELOW THE NORMAL WATER LINE (N.W.L.). IN THE CASE OF DRY BOTTOM PONDS, THE BOTTOM WILL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFIED.
29. ALL PRECAST DRAINAGE STRUCTURES TO HAVE STEEL FRAME. ALL STRUCTURES IN PAVED AREAS TO HAVE STEEL RECTILINEAR GRATES WITH H=20 LOADING.
30. CONTRACTOR SHALL NOT COMPACT, STABILIZE, OR CONSTRUCT BASE COURSE WITHIN LANDSCAPE ISLANDS, TRACTS OR MEDIANS. WHERE SUCH TREATMENT DOES OCCUR, IT SHALL BE REMOVED AND REPLACED WITH SUITABLE PLANTING SOILS ACCEPTABLE TO LANDSCAPE ARCHITECT.
31. YARD DRAINS SHALL BE NYOPLAST INLINE DRAINS AND DRAIN BASINS, OR APPROVED EQUAL, WITH CAST IRON GRATES AND WATERTIGHT APPROVED CONNECTIONS. DOMED GRATES SHALL BE PROVIDED IN NON-SODDED AREAS.
32. ALL FIRE HYDRANT LOCATIONS SHALL BE MARKED BY PLACING BLUE REFLECTIVE PAVEMENT MARKERS IN THE CENTER OF THE NEAREST TRAVEL LANE.
33. MINIMUM LONGITUDINAL SLOPE OF CURB SHALL BE 0.30% UNLESS SPECIFIED OTHERWISE.
34. FINISHED FLOOR ELEVATION IS TYPICALLY 8" INCHES ABOVE DESIGN FINISHED GRADE AT OUTSIDE PERIMETER OF BUILDINGS EXCEPT AT ENTRIES AND WHERE OTHERWISE SHOWN.
35. CONTRACTOR SHALL REMOVE ALL MUCK DEPOSITS IN CONSTRUCTION AREAS AND AREAS TO BE FILLED. SEE GEOTECHNICAL REPORT.
36. DRAINAGE MANHOLES AND INLETS (NOT INCLUDING CONTROL STRUCTURES) IN THE PLANS ARE IDENTIFIED BY TOP TYPE ONLY. CONTRACTOR SHALL PROVIDE STANDARD DITCH BOTTOM INLET TOPS AND TYPE 'J' OR 'P' STRUCTURE BOTTOMS, SIZED AS REQUIRED TO ACCOMMODATE PIPE SIZES AND ORIENTATIONS SHOWN. SHOP DRAWINGS SHALL BE SUBMITTED WHICH CLEARLY REPRESENT SUCH DATA.
37. CONTRACTOR SHALL STABILIZE AND PROTECT ALL END WALL, MITERED END SECTION, FLARED END SECTION, ETC. STRUCTURES THROUGHOUT THE PROJECT UNTIL THE BANK SLOPES OF THE RECEIVING WATER BODY ARE STABILIZED AND ACCEPTED BY OWNER.

SANITARY SEWER

1. ROOF DRAINS, FOUNDATION DRAINS OR OTHER STORM WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
2. GRAVITY SEWER PIPE SHALL BE SDR35 PVC AND SHALL MEET ASTM D3034, UNLESS OTHERWISE SPECIFIED.
3. ALL SANITARY SERVICE LATERALS SHALL BE 6-INCH DIAMETER PVC AND SHALL END WITH A CLEAN OUT.
4. ALL SANITARY SEWER PIPE SHALL BE COLORED GREEN.
5. ALL SANITARY SEWER MANHOLES SHALL HAVE A MINIMUM DIAMETER OF 48-INCHES AND A MINIMUM ACCESS DIAMETER OF 22-INCHES.
6. MINIMUM COVER OVER ALL PIPE SHALL BE 36-INCHES FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
7. FOR HORIZONTAL AND VERTICAL CLEARANCES BETWEEN SANITARY SEWER MAINS/ LATERALS AND WATER MAINS/SERVICES, SEE WATER NOTES ON THIS SHEET AND FDEP SEPARATION TABLE ON UTILITY PLAN.
8. WHERE SOIL REPORT INDICATES THE POSSIBILITY OF UNSUITABLE MATERIAL IN THE VICINITY OF SANITARY LINES, THE CONTRACTOR SHALL DETERMINE THE NATURE AND EXTENT OF THIS UNSUITABLE MATERIAL, PREPARE TRENCH, AND INSTALL THE SEWER LINE IN ACCORDANCE WITH ASTM D-2321. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF THIS UNSUITABLE MATERIAL.
9. THE CONTRACTOR SHALL BE REQUIRED TO PERFORM INFILTRATION OR EXFILTRATION TEST, WHICHEVER IS APPLICABLE. INFILTRATION SHALL NOT EXCEED 5 GALLONS PER DAY PER INCH OF DIAMETER PER MILE OF LENGTH, OR THE COMPUTED EQUIVALENT FOR SHORTER LENGTHS OF TIME. THE CONTRACTOR SHALL MEET ALL REQUIREMENTS, CODES, AND ORDINANCES OF THE WASTEWATER TRANSMISSION AUTHORITY INCLUDING ADVANCED NOTIFICATION PRIOR TO CONSTRUCTION AND TESTING.
10. MADDEN, MOORHEAD & STOKES, LLC SHALL BE NOTIFIED A MINIMUM OF FIVE (5) FULL WORKING DAYS PRIOR TO CONSTRUCTION AND TESTING OF THE SANITARY SEWER, PHONE (407)-629-8330.
11. THE CONTRACTOR SHALL SUPPLY COMPLETE "AS BUILT" INFORMATION RELATIVE TO INVERTS, RISE ELEVATIONS, LOCATION OF MANHOLES AND LENGTHS OF PIPE. LATERALS SHALL BE LOCATED FROM THE CENTERLINE OF THE NEAREST DOWNSTREAM MANHOLE. JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
12. CONTRACTOR SHALL RECEIVE SEWER CERTIFICATION PRIOR TO PLACEMENT OF BASE COURSE.
13. MINIMUM SLOPE ON ALL SANITARY SEWER GRAVITY MAINS SHALL BE IN ACCORDANCE WITH UTILITY PROVIDER'S STANDARDS AND CONSTRUCTION SPECIFICATIONS, LATEST EDITION.
14. ALL SANITARY SERVICE LOCATIONS SHALL BE MARKED BY CUTTING AN "S" INTO THE CURB.
15. MARK RESIDENTIAL LATERALS WITH 6-FOOT HIGH PIECE OF 2"x4" PLANK PAINTED GREEN WITH LOT NUMBER CLEARLY MARKED AND AN 'S' IMPRESSED IN THE CURB.
16. AIR RELEASE VALVES SHALL BE REQUIRED AT ALL HIGH POINTS ALONG THE FORCE MAIN.
17. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT AN EVEN TRANSITION IS MAINTAINED WHERE ASPHALT PAVING ABUTS MANHOLE/VALVE COVERS IN PAVED AREAS. AT EACH OF THESE LOCATIONS THE CONTRACTOR SHALL POUR AN 8-INCH THICK CONCRETE APRON AROUND THE MANHOLE/VALVE COVER A MINIMUM OF 4'x4' AT MANHOLES, AND 2'x2' AT VALVE COVERS LEVEL WITH THE FINAL LIFT OF ASPHALT.
18. PIPE LENGTHS SHOWN REPRESENT SCALED DISTANCES BETWEEN MANHOLE CENTERLINE.
19. INVERTS OF SANITARY SERVICE LATERALS AT THEIR CONNECTION TO SANITARY MANHOLES SHALL BE NO MORE THAN ONE (1) FOOT ABOVE THE MANHOLE INVERT.
20. PRIOR TO PAVING, CONTRACTOR SHALL VERIFY THE AS-BUILT SANITARY SEWER PIPE SLOPES. MINIMUM SLOPES SHALL BE IN ACCORDANCE WITH THE GREATER OF FDEP OR THE UTILITY PROVIDER'S MINIMUM CRITERIA. ANY LINE NOT MEETING MINIMUM SLOPES SHALL BE REPAIRED BY CONTRACTOR TO MEET THE MINIMUM SLOPE REQUIREMENT AT NO ADDITIONAL COST.
21. MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SHALL BE SEALED WITH NON-SHRINKING MORTAR OR OTHER APPROPRIATE MATERIAL.

SEWER (CONTINUED)

22. INLET AND OUTLET PIPES SHALL BE JOINED TO THE MANHOLE WITH A GASKETED FLEXIBLE WATER-TIGHT CONNECTION OR ANOTHER WATER-TIGHT CONNECTION ARRANGEMENT THAT ALLOWS DIFFERENTIAL SETTLEMENT OF THE PIPE AND MANHOLE WALL.
23. WATER-TIGHT MANHOLE COVERS SHALL BE USED WHEREVER THE MANHOLE TOPS MAY BE FLOODED BY STREET RUNOFF OF HIGH WATER.

WATER

1. ALL MATERIALS AND CONSTRUCTION REQUIREMENTS FOR THE FIRE SERVICE, WATER LINES, CHECK VALVES, BACKFLOW PREVENTERS, GATE VALVES, ETC. SHALL BE IN ACCORDANCE WITH LOCAL AGENCY STANDARD DETAILS AND CONSTRUCTION SPECIFICATIONS.
2. ALL CONSTRUCTION AND MATERIALS SHALL BE IN COMPLIANCE WITH AWWA STANDARDS AND IN ACCORDANCE WITH LOCAL AGENCY STANDARDS.
3. ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED UNDER THIS PROJECT AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO NSF INTERNATIONAL STANDARD 61 AND WILL BE MARKED WITH THE NSF SEAL OF APPROVAL.
4. CONTRACTOR SHALL VERIFY SIZE AND TYPE OF EXISTING MAIN PRIOR TO ORDERING TAPPING MATERIALS FOR TIE-INS.
5. SITE CONTRACTOR SHALL COORDINATE AND VERIFY ALL UTILITY SERVICES WITH FINAL ARCHITECTURAL DRAWINGS AND BUILDING CONTRACTOR.
6. SITE UTILITY WORK SHALL TERMINATE 5- FEET FROM BUILDINGS UNLESS OTHERWISE NOTED.
7. MINIMUM COVER OVER ALL PIPE SHALL BE 36-INCHES FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
8. THE WATER MAIN SHALL BE LOCATED ABOVE THE STORMWATER AND SANITARY MAINS AT CONFLICTS, WHERE POSSIBLE.
9. VERTICAL SEPARATION BETWEEN UNDERGROUND POTABLE WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER PIPELINES:
- 9.1. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- 9.2. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
10. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS:
- 10.1. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- 10.2. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
- 10.3. 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 OUTSIDE 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.
- 10.4. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.006(2), F.S., AND RULE 64E-6.002, F.A.C.
11. AT THE UTILITY CROSSINGS DESCRIBED IN NOTES 8 AND 9 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. ALTERNATIVELY, AT SUCH CROSSING, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, WASTEWATER FORCE MAINS, 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.
12. WATER LINES 2-INCHES, OR LESS, IN DIAMETER SHALL BE POLYETHYLENE TUBING.
13. WATER LINES 4-INCH TO 12-INCH IN DIAMETER SHALL BE NSF LOGO PVC PIPE CONFORMING TO AWWA C-900 AND BE DR-18.
14. ALL FITTINGS SHALL BE DUCTILE IRON (D.I.) OR GRAY IRON MECHANICAL JOINTS WITH A MINIMUM PRESSURE RATING OF 250 P.S.I. CONFORMING TO ANSI A-21.10 / AWWA C-110, OR D.I. COMPACT FITTINGS FOR DIAMETERS 4-INCH TO 12-INCH CONFORMING TO ANSI A-21.53 / AWWA C-153.
15. FROM THE POINT OF SERVICE (P.O.S.) FORWARD AS DESIGNATED BY F.S. 633, FIRE SUPPLY PIPE SHALL BE DR-14 AND TESTED AT 200 PSI FOR TWO HOURS.
16. GATE VALVES SHALL CONFORM TO AWWA C-509-87, WITH WRNCH NUT EXTENSION STEMS AND OTHER APPURTENANCES AS REQUIRED AND SHALL BE IRON BODY, FULL BRONZE MOUNTED, DOUBLE DISK, PARALLEL SEAT, NON-RISING STEM VALVES WITH O-RING SEALS AND END CONNECTIONS AS CALLED FOR ON THE PLANS. ALL TEES, CAPS, PLUGS, BENDS, VALVES, ETC., SHALL BE PROVIDED WITH GRIP RING RESTRAINTS.
17. ALL NON-METALLIC WATER MAINS SHALL BE INSTALLED WITH A CONTINUOUS, INSULATED TO GAUGE COPPER WIRE INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LEAK DETECTION PURPOSES. IN ADDITION, ALL PVC WATER MAINS SHALL BE A SOLID BLUE COLOR. ALL LETTERING SHALL APPEAR LEGIBLY ON PIPE AND SHALL RUN THE ENTIRE LENGTH OF THE PIPE. LETTERING SHALL READ AS IS ACCEPTABLE FOR THE INTENDED USE.
18. SERVICE MAINS FOR FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, LATEST EDITION.
19. NEW FIRE HYDRANTS SHALL BE INSTALLED SO THAT 5-1/4" INCH PORT IS FACING THE ROADWAY BY WHICH IT IS ACCESSED. HYDRANTS SHALL BE POSITIONED NOT MORE THAN 5 FEET AWAY FROM THE CURB OR BERM OF THE ROADWAY.

WATER (CONTINUED)

20. HYDROSTATIC TESTING AND THE DISINFECTION OF THE WATER DISTRIBUTION SYSTEM SHALL BE DONE IN ACCORDANCE WITH AWWA STANDARDS. HYDROSTATIC TESTING TO BE DONE IN ACCORDANCE WITH AWWA C-600 FOR DUCTILE IRON PIPE AND C-605 FOR PVC PIPE. DISINFECTION AND BACTERIOLOGICAL EVALUATION TO BE DONE IN ACCORDANCE WITH AWWA C-651 AND RULE 62-555.340 F.A.C.
21. THE CONTRACTOR SHALL SUPPLY COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATION AND ELEVATION OF ALL WATER LINES AND SERVICES. THE INFORMATION SHALL BE SUBMITTED TO EACH OF THE MARKED-UP PRINTS TO THE ENGINEER WITHIN TWO (2) WEEKS OF THE COMPLETION OF THE WATER LINE CONSTRUCTION.
22. CONTRACTOR SHALL COORDINATE ALL UTILITIES SYSTEMS TEST SCHEDULING TO ALLOW ENGINEER'S ALLOWANCE FOR THE MINIMUM NOTICE OF FIVE (5) WORKING DAYS. CONTRACTOR'S FAILURE TO PROPERLY NOTIFY ENGINEER MAY RESULT IN RETESTING AT ENGINEER'S OPTION AND AT CONTRACTOR'S EXPENSE.
23. NEW HYDRANTS SHALL BE TESTED AND IN PROPER WORKING ORDER WITH DUTILITY PROVIDER/MENTATION SUPPLIED TO THE FIRE MARSHAL PRIOR TO ANY COMBUSTIBLE CONSTRUCTION. (I.E. FIRE FLOW TEST SHALL BE PERFORMED)
24. DEFLECTIONS AT PIPE JOINTS SHALL NOT EXCEED THE LESSOR OF THOSE RECOMMENDED BY THE PIPE MANUFACTURER OR UTILITY PROVIDER'S CONSTRUCTION SPECIFICATIONS.
25. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED IN ACCORDANCE WITH SUB PARAGRAPH 62-555.320(2)(D)3, F.A.C. USUALLY BLUE AND A "W" IMPRESSED IN THE DUCTILE IRON WATER MAINS SHALL BE MARKED WITH A CONTINUOUS STRIPE LOCATED WITHIN THE TOP 90 DEGREES OF THE PIPE. SAID STRIPE SHALL BE A MINIMUM 2 INCHES IN WIDTH AND SHALL BE BLUE IN COLOR. BACKFILL SHALL NOT BE PLACED FOR 30 MINUTES FOLLOWING PAINT APPLICATION FOR PIPE WITH AN INTERNAL DIAMETER OF 24" OR GREATER. TAPE OR PAINT SHALL BE APPLIED IN CONTINUOUS LINES A LONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.
26. MARK RESIDENTIAL SERVICES WITH 6-FOOT HIGH PIECE OF 2"x4" PLANK PAINTED BLUE WITH LOT NUMBER CLEARLY MARKED AND A "W" IMPRESSED IN THE CURB. IT IS THE INTENT THAT EVERY LOT IS PROVIDED WITH A WATER SERVICE; THEREFORE IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL A WATER SERVICE TO EACH LOT.
27. PIPE MATERIALS:
- PVC MAINS - ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED UNDER THIS PROJECT SHALL CONFORM TO APPLICABLE AWWA STANDARDS AND SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900, LATEST EDITION. PVC SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C900. THE PVC SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 P.S.I. AND SHALL HAVE A DIMENSION RATIO (DR) OF 18. PIPE SHALL BE THE SAME O.D. AS DUCTILE IRON PIPE. PVC JOINTS SHALL BE IN ACCORDANCE WITH ASTM D3139. DUCTILE IRON MAINS - ALL PIPE, PIPE FITTINGS, PIPE JOINTS, AND METERS SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C150/C151. A MINIMUM OF CLASS 50 PIPE SHALL BE SUPPLIED. DUCTILE IRON JOINTS - SHALL BE IN ACCORDANCE WITH ANSI A21.11 AND AWWA C111. SERVICES - SHALL BE IN ACCORDANCE WITH AWWA C901/C800 STANDARDS FOR POLYETHYLENE TUBING, CLASS 160.
28. WATER MAIN CONNECTION SHALL BE MADE UNDER THE SUPERVISION OF THE UTILITY PROVIDER. ALL VALVES SHALL BE OPERATED BY UTILITY PROVIDER PERSONNEL ONLY.
29. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL LEAD FREE.
30. NEW OR ALTERED FIRE HYDRANT LEADS SHALL HAVE A MINIMUM INSIDE DIAMETER OF 6-INCH AND SHALL INCLUDE AN AUXILIARY VALVE.
31. A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND WATER MAINS. THE BEDDING SHALL BE 4-INCH MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE, AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE INSTALLED UNDER THIS PROJECT.
32. CONTRACTOR SHALL NOT ACTIVATE WATER SERVICE UNTIL FDEP HAS CLEARED THE SYSTEM FOR USE AND THE CLEARANCE LETTER HAS BEEN RECEIVED BY THE OWNER.
33. ENGINEER RESERVES THE RIGHT TO WITHHOLD AUTHORIZATION OF PAYMENT FOR ANY PORTION OF THE UTILITIES PIPE WORK WHICH HAS NOT BEEN TESTED, OBSERVED BY ENGINEER, AND REPORTED TO CONFORM TO PROJECT SPECIFICATIONS.

RECLAIMED WATER

1. POLYVINYL CHLORIDE PLASTIC PIPE (PVC) 4-INCH THROUGH 12-INCH SHALL BE MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C900 (LATEST EDITION) AND SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 PSI AND HAVE A DR (DIMENSION RATIO) OF 18. PIPE SHALL BE PURPLE AND LABELED "RECLAIMED WATER" OR "NON POTABLE WATER" PROMINENTLY ON EACH PIPE JOINT. JOINTS SHALL BE OF THE PUSH-ON PIPE JOINT TYPE AND COUPLINGS SHALL CONFORM TO ASTM D3139 DR18 PIPE.
2. DUCTILE IRON PIPE (DIP) SHALL BE STANDARD PRESSURE CLASS 350 IN SIZES 4-INCH THROUGH 12-INCH AND CONFORM TO ANSI/AWWA C150/A21.50 (LATEST EDITION). ALL DUCTILE IRON PIPE SHALL HAVE CEMENT MORTAR LINING AS SPECIFIED IN ANSI/AWWA C104/A21.4 (LATEST EDITION). PIPE JOINTS SHALL BE OF THE PUSH-ON RUBBER GASKET TYPE CONFORMING TO ANSI/AWWA C111/A21.11 (LATEST EDITION).
3. PIPE SIZES GREATER THAN 12" IN BOTH PVC AND DUCTILE IRON SHALL BE SEPTICALLY TREATED TO THE MINIMUM PIPE THICKNESS CLASS TO BE SHOWN BASED ON WORKING PRESSURES, PIPE DEPTH AND TRENCH CONDITIONS.
4. COMPACT FITTINGS FOR DUCTILE IRON PIPE AND PVC C900 PIPE SHALL BE DUCTILE IRON AND SHALL CONFORM TO ANSI/AWWA C153/A21.53 (LATEST EDITION) AND SHALL BE CEMENT LINED IN CONFORMANCE WITH ANSI/AWWA C104/A21.4 (LATEST EDITION). 350 PSI MINIMUM PRESSURE RATING.
5. GATE VALVES SHALL BE RESILIENT SEAT AND SHALL CONFORM TO ANSI/AWWA C509 (LATEST EDITION) WITH 2-INCH SQUARE WRENCH NUT, EXTENSION STEMS AND OTHER APPURTENANCES AS REQUIRED. MANUFACTURER'S CERTIFICATION OF THE VALVES' COMPLIANCE WITH AWWA C509 (LATEST EDITION) AND TESTS LISTED THEREIN WILL BE REQUIRED. VALVES SHALL BE CLOW, MUELLER, KENNEDY, M&H, AMERICAN DARLING, OR APPROVED EQUAL.
6. VALVE BOX PADS SHALL BE 18"x18"x4" THICK CONCRETE WITH FOUR (4) REINFORCING BARS. PAD IS TO BE SET AT FINISH GRADE.
7. UNDERGROUND VALVE IDENTIFICATION (UVI) MARKERS SHALL BE PROVIDED AT EACH VALVE LOCATION. MARKERS SHALL BE 3-INCH DIAMETER AND 1/8-INCH THICK SOLID HARD BRASS WITH 1/4-INCH ROD ANCHOR WITH "TAMPER-PROOF" HOOK END. SURFACE SHALL BE ENGRAVED WITH 1/4-INCH TO 3/8-INCH CAPITAL LETTERS APPROXIMATELY .015-INCH DEEP. HAND PUNCHED LETTERS NOT ACCEPTABLE. FOR MARKER TO BE USED FOR UNDERGROUND VALVE MARKER DETAIL. SURFACE GROUND SMOOTH AND EPOXY COATED TO PREVENT TARNISHING. MARKERS ARE TO BE WAGCO MARKERS, OR APPROVED EQUAL.

RECLAIMED WATER (CONTINUED)

9. AIR RELEASE VALVES SHALL BE PLACED AT HIGH POINTS OF THE TRANSMISSION MAIN TO PERMIT ESCAPE OF TRAPPED AIR. THE VALVE SIZE, LOCATION, AND METHOD OF INSTALLATION SHALL BE INDICATED ON THE DRAWINGS, OR AS DIRECTED BY THE ENGINEER. AIR RELEASE VALVES SHALL BE VALMATIC OR APPROVED EQUAL.
10. VALVE BOXES ON BURIED RECLAIMED WATER SHALL BE ADJUSTABLE, CAST IRON CONSTRUCTION, WITH A MINIMUM INTERIOR DIAMETER OF 5-INCH WITH COVERS CAST WITH THE INSCRIPTION IN LEGIBLE LETTERING ON THE TOP. RECLAIMED WATER BOXES SHALL BE SUITABLE FOR THE APPLICABLE SURFACE LOADING AND VALVE SIZE, AND SHALL BE MANUFACTURED BY MUELLER COMPANY, MODEL 10364, OR APPROVED EQUAL.
11. PIPE INSTALLATION OF PVC RECLAIMED WATER MAIN SHALL BE IN CONFORMANCE WITH ASTM D2774 (LATEST EDITION). INSTALLATION OF DUCTILE IRON PIPE RECLAIMED WATER MAIN SHALL BE IN CONFORMANCE WITH AWWA C600 (LATEST EDITION).
12. RECLAIMED WATER SYSTEM PIPES SHALL BE INSTALLED SO AS TO GIVE A MINIMUM HORIZONTAL SEPARATION OF 5 FEET (CENTER OF PIPE TO CENTER OF PIPE) FROM POTABLE WATER LINES AND MINIMUM 3-FOOT SEPARATION FORM OUTSIDE WALL TO OUTSIDE WALL AS WELL AS 18-INCH VERTICAL SEPARATION. IN THE CASE OF A CONFLICT WHERE THESE SEPARATIONS CANNOT BE MAINTAINED THE REUSE MAIN SHALL BE UPGRADED TO DIP.
13. COMPACTED BACKFILL SHALL BE TO 98 % MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 UNDER ALL PAVEMENTS WITHIN 12-INCH MAXIMUM LIFT THICKNESS. OTHER COMPACTION OF BACKFILL SHALL BE TO 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 WITH 12-INCH MAXIMUM LIFT THICKNESS. SEE PIPE TRENCHING DETAILS.
14. MINIMUM COVER OVER ALL PIPE SHALL BE 36-INCHES FROM TOP OF PIPE TO FINISHED GRADE, UNLESS OTHERWISE NOTED.
15. INDICATOR TAPE SHALL BE BURIED IN THE RECLAIMED WATER MAIN TRENCH 18-INCH DIRECTLY ABOVE THE MAIN. A CONTINUOUS COPPER DETECTOR WIRE SHALL BE ATTACHED AS SHOWN ON THE PIPE DETECTOR WIRE MARKER DETAIL. INDICATOR TAPE SHALL CALL OUT THAT A RECLAIMED OR NON POTABLE SYSTEM IS BELOW. PIPE SHALL BE COLOR CODED PURPLE IN ADDITION TO MARKINGS. SIGNS IN ENGLISH, SPANISH, AND INTERNATIONAL SYMBOLS SHALL BE INSTALLED NOTING THAT NO DRINKING IS ALLOWED. CONTINUITY CHECK WILL BE PERFORMED AND MUST BE ACCEPTABLE.
16. ALLOWABLE LEAKAGE FOR PVC PRESSURE MAINS WILL BE IN ACCORDANCE WITH AWWA M23.
17. THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE ALL NECESSARY TESTS AND INSPECTIONS OF THE WATER MAINS, METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT, MATERIAL AND FACILITIES REQUIRED FOR ALL HYDROSTATIC AND LEAKAGE TESTING. CONTRACTOR SHALL CONTACT LOCAL AGENCY, UTILITY PROVIDER, AND ENGINEER IN WRITTEN FORM, FORTY- EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL PERFORM SATISFACTORY PRETESTING PRIOR TO NOTIFICATION, NO TESTING WILL BE SCHEDULED ON A MONDAY OR FRIDAY.
18. THE RECLAIMED WATER SYSTEM SHALL BE TESTED FOR LEAKAGE AT 150 PSI FOR TWO (2) HOURS PER UTILITY PROVIDER STANDARDS.
19. ALL RECLAIMED WATER PIPES SHALL BE INSTALLED USING WATER PIPE CRITERIA. MAINS SHALL BE CLASS 52 D.I. PIPE. IF 24-INCHES TO 30-INCHES OF COVER IS PROVIDED AND CLASS 51 IF 30-INCHES TO 36-INCHES OF COVER IS PROVIDED.
20. SIGNS SHALL BE POSTED IN THE VICINITY OF PUBLIC RECLAIMED WATER RECLAIMED WATER IRRIGATION SYSTEMS, ADVISING THE PUBLIC THAT RECLAIMED WATER IS PRACTICED.

FIRE

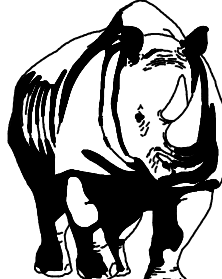
THE 7TH EDITION OF THE FLORIDA FIRE PREVENTION CODE IS HEREBY INCORPORATED
NFPA 1, 2018 EDITION
NFPA 13, 2016 EDITION
NFPA 14, 2016 EDITION
NFPA 24, 2016 EDITION
NFPA 101, 2018 EDITION

DEMOLITION NOTES

1. EXISTING UNDERGROUND UTILITIES, UNLESS OTHERWISE NOTED, MAY BE CAPPED/PLUGGED AND ABANDONED IN PLACE EXCEPT WITHIN 30 FT. OF BUILDING, CAPPED AND PLUGGED PIPE ENDS SHALL BE ENCASED IN CONCRETE, 6" MINIMUM THICKNESS AROUND PIPE. MANHOLE BASES MAY BE LEFT IN PLACE PROVIDED THAT PIPE OPENINGS ARE PLUGGED AND REMAINING BASES ARE FILLED WITH CONCRETE 6" MINIMUM ABOVE HIGHEST INVERT.
2. CONTRACTOR SHALL BE KNOWLEDGEABLE OF THE CONSTRUCTION DOCUMENTS AND BE RESPONSIBLE FOR PROTECTING ANY EXISTING FACILITY SO DESIGNATED OR DESIGNATED TO BE UTILIZED IN THE WORK.
3. CONTRACTOR SHALL REMOVE ALL FOUNDATIONS, CONCRETE SLABS, AND UNDERGROUND STRUCTURES EXISTING ON THE SITE AT THE TIME OF BIDDING UNLESS OTHERWISE DIRECTED.
4. CONTRACTOR SHALL COORDINATE WITH APPLICABLE UTILITY COMPANIES AND BE RESPONSIBLE FOR THE TERMINATION, CAPPING-OFF AND REMOVAL OF ALL UNDERGROUND AND ABOVE-GROUND UTILITY SERVICES EXISTING AT THE TIME OF BIDDING UNLESS DIRECTED TO BID OTHERWISE.
5. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND DISPOSING ALL WASTE MATERIALS CONSISTENT WITH ALL RULES AND REGULATIONS APPLICABLE TO THE SPECIFIC MATERIAL FOUND.

SPECIAL PURPOSE

1. THE EXISTENCE AND LOCATION OF ANY OVERHEAD OR UNDERGROUND UTILITY LINES, PIPES, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A RESEARCH OF THE AVAILABLE RECORDS. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO SAME. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR OVERHEAD UTILITIES SO AS TO SAFELY PROTECT ALL PERSONNEL AND EQUIPMENT AND SHALL BE RESPONSIBLE FOR ALL COST AND LIABILITY IN CONNECTION THEREWITH.



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

GENERAL NOTES

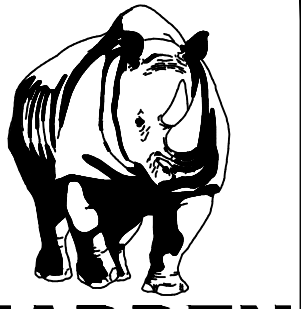
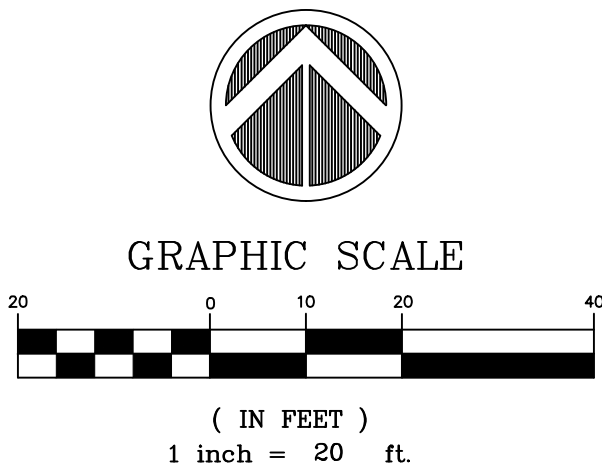
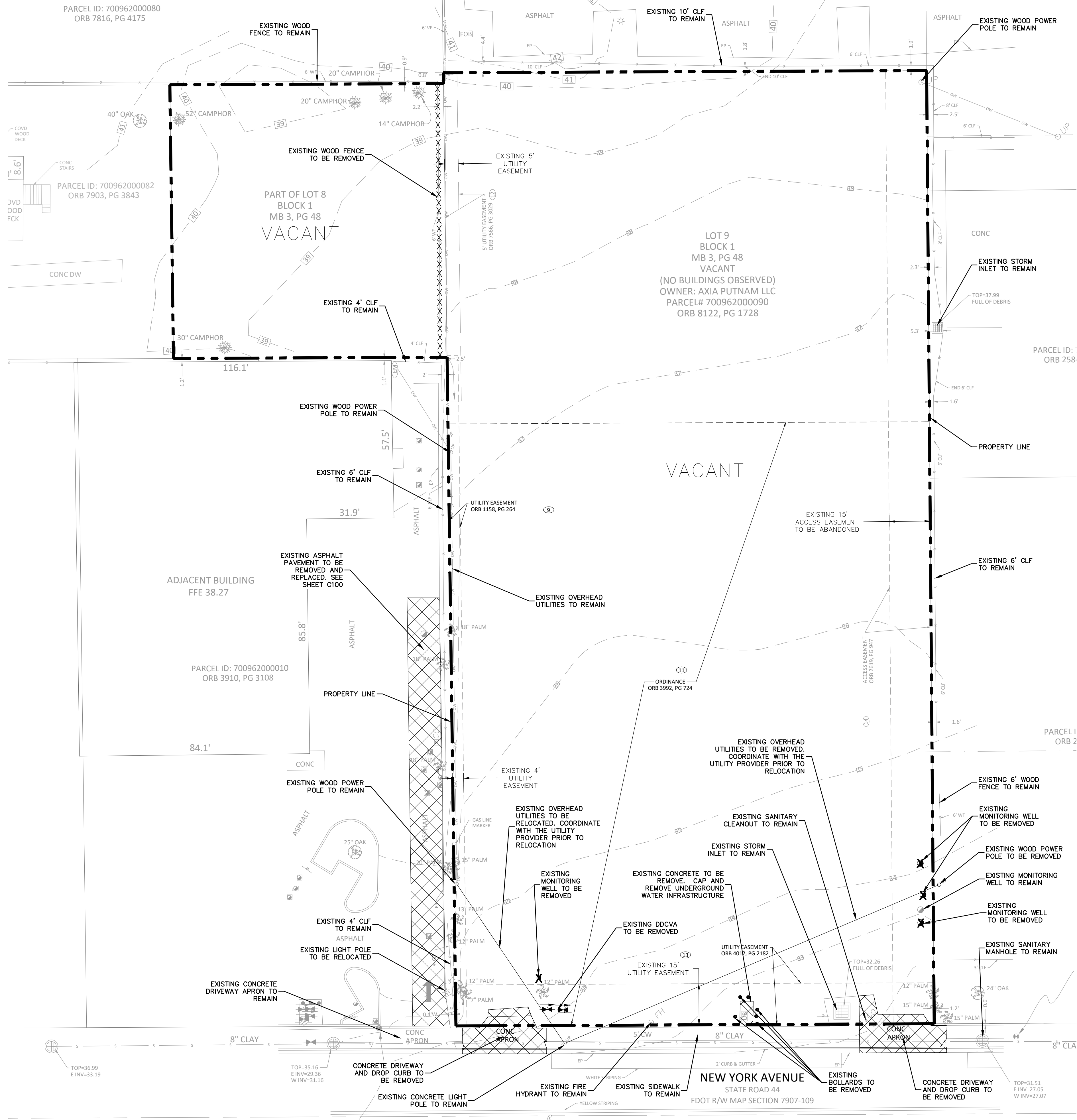
FOR

NEW YORK AVE APARTMENTS

FLORIDA

CITY OF DELAND

BLUE IAN, LLC</



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

EXIST. CONDITIONS/DEMO PLAN
FOR
NEW YORK AVE APARTMENTS
CITY OF DELAND, FLORIDA

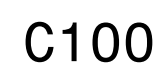
BLUE IAN, LLC
180 FOUNTAIN PKWY. N.
ST. PETERSBURG, FL 33716

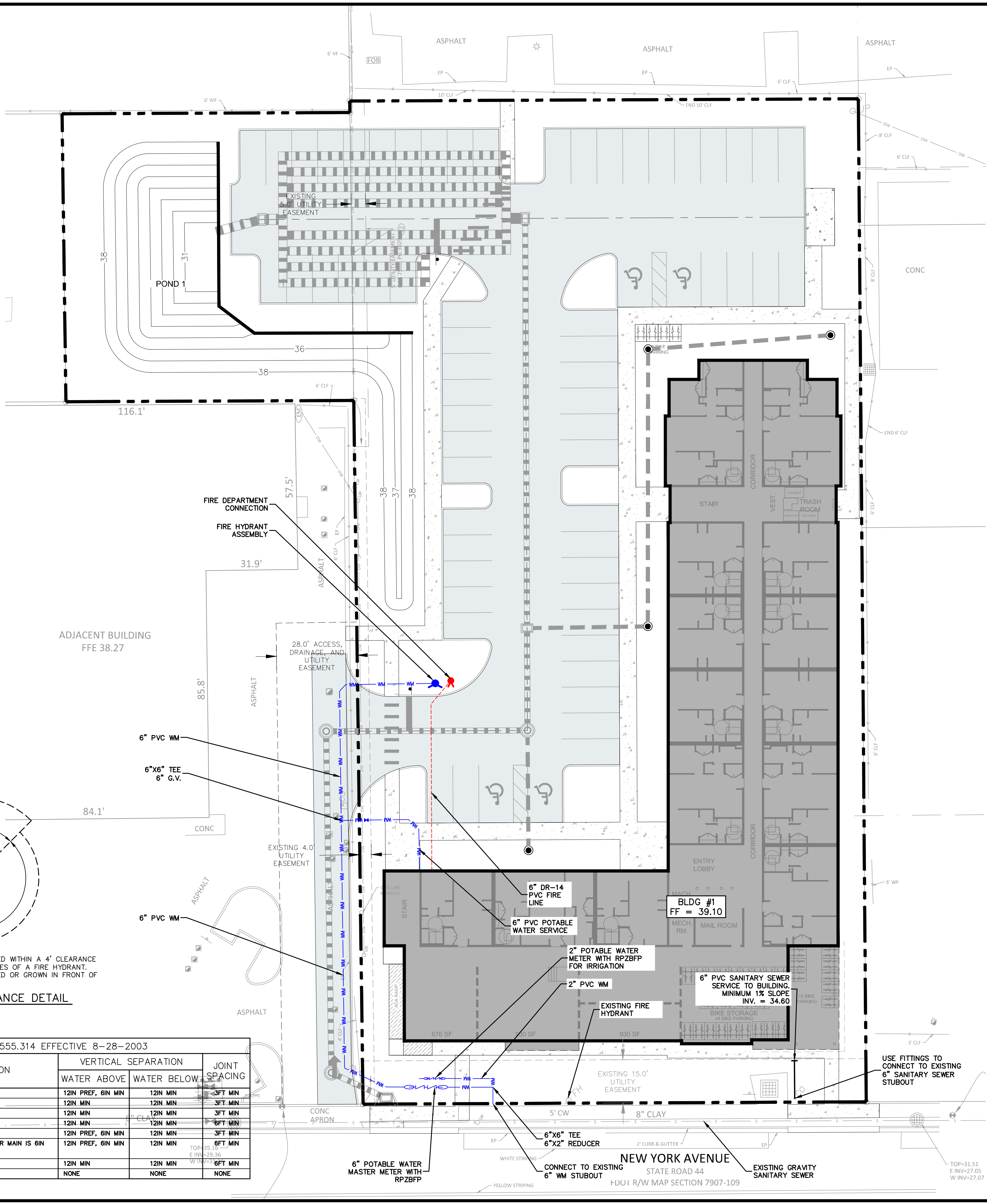
ENGINEER IN CHARGE:
DAVID A. STOKES, P.E. #66527
January 22, 2024
CERTIFICATE OF AUTHORIZATION NO. CA-0007723

NO.	DATE	REVISIONS
1	01/03/24	ISSUE DESIGN DEVELOPMENT PLAN SET
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # **23201**
DATE: **12/4/23**
SCALE: **1"=20'**
DESIGNED BY: **TRF**
DRAWN BY: **TRF**
APPROVED BY: **DAS**

C010





- ## FIRE FLOW CALCULATIONS

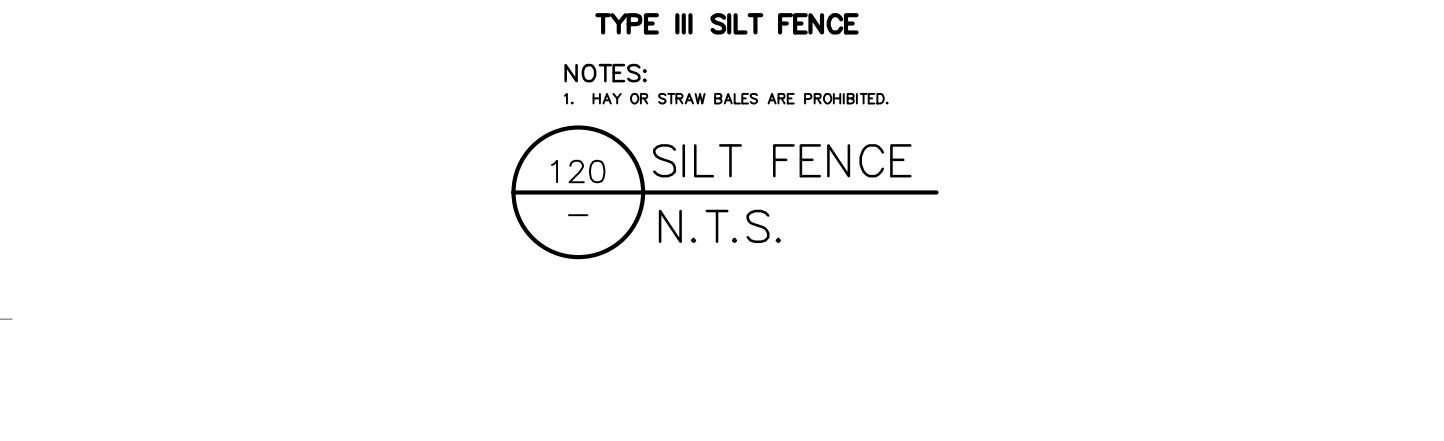
1. PER NFPA 220 (ED. 2018) CH.4, BUILDINGS THAT ARE CONSTRUCTION TYPE V (111): THE V = PROTECTED COMBUSTIBLE AND THE (111) = ONE HOUR PROTECTION FOR EXTERIOR WALLS, INTERIOR STRUCTURES, AND FLOORS (ASSUMED).
2. NFF PER FFPL (NFPA-1) (ED. 7TH) TABLE 18.4.5.2.1: (# OF HYDRANTS PER TABLE 18.5.4.3)

BUILDING	FIRE AREA	SPRINKLED?	NFF (1,000 MIN)	#OF HYDRANTS
BUILDING 1 TYPE III(200)	106,160	Y	1,688	2

REQUIREMENTS FOR SPRINKLED BUILDINGS:

- A) AT MINIMUM, A CLASS FIVE CONTRACTOR IS REQUIRED TO INSTALL FIRE LINES. FIRE LINES SHALL BEGIN AT THE POINT IN WHICH THE PIPING IS USED EXCLUSIVELY FOR FIRE PROTECTION AND END AT A POINT 1-FOOT ABOVE THE FINISHED FLOOR.
- B) THE FIRE LINE FOR SPRINKLED BUILDINGS STARTS AT THE DOUBLE DETECTOR CHECK VALVE.
- C) NO OTHER WATER CONNECTION SHALL BE OFF OF THE FIRE LINE.
- D) THE FIRE DEPARTMENT CONNECTION SHALL BE WITHIN 50 FEET OF THE FIRE HYDRANT.
- E) ANY FIRE LINE CHARGED BY THE FDC SHALL BE DR-14 OR CPVC PIPE.
- F) THE ONLY VALVE ALLOWED IN THE FDC LINE IS A CHECK VALVE.
- G) ALL FIRE LINES SHALL BE INSPECTED BY THE FIRE INSPECTION DEPT. BEFORE BEING COVERED.
- H) BUILDING TO BE CONSTRUCTED WITH NFPA 13 R SPRINKLER SYSTEM.
- I) A FIRE SPRINKLER PERMIT, TO INCLUDE ADEQUATE WORKING PLANS COMPLYING WITH NFPA 13 & NFPA 24 MINIMUM REQUIREMENTS, SHALL BE SUBMITTED FOR REVIEW AND APPROVED PRIOR TO INSTALLATION OF THE UNDERGROUND FIRE SPRINKLER LINE.
- J) APPROPRIATE SIGNAGE SHALL BE PROVIDED AT EACH FDC LOCATION IDENTIFYING THE BUILDING IT SERVES.

FDEP SEPARATION REQUIREMENTS UNDER 62-555.314 EFFECTIVE 8-28-2003				
HAZARD	HORIZONTAL SEPARATION	VERTICAL SEPARATION		JOINT SPACING
		WATER ABOVE	WATER BELOW	
STORM SEWER	3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
STORM FORCE MAIN	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF REGULATED UNDER 62-610	3FT MIN	12IN MIN	12IN MIN	3FT MIN
RECLAIMED WATER IF NOT REGULATED UNDER 62-610	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
VACUUM SANITARY SEWER	10FT PREF, 3FT MIN	12IN PREF, 6IN MIN	12IN MIN	3FT MIN
GRAVITY SANITARY SEWER	10FT PREF, 6FT MIN, 3FT MIN IF WATER MAIN IS 6IN ABOVE GRAVITY SANITARY SEWER	12IN PREF, 6IN MIN	12IN MIN	6FT MIN
SANITARY SEWER FORCE MAIN	10FT PREF, 6FT MIN	12IN MIN	12IN MIN	6FT MIN
SEWAGE TREATMENT & DISPOSAL SYSTEM	10FT MIN	NONE	NONE	NONE



I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

ADDRESS: _____ TELEPHONE: _____

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

NAME: _____ SIGNATURE: _____ DATE: _____

ADDRESS: _____ TELEPHONE: _____

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE

CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

NAME: SIGNATURE: DATE:

ADDRESS: _____ TELEPHONE: _____

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER

DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE
CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

NAME: _____ SIGNATURE: _____ DATE: _____

NAME: _____ SIGNATURE: _____ DATE: _____

ADDRESS: _____ TELEPHONE: _____

ADDRESS: _____ TELEPHONE: _____

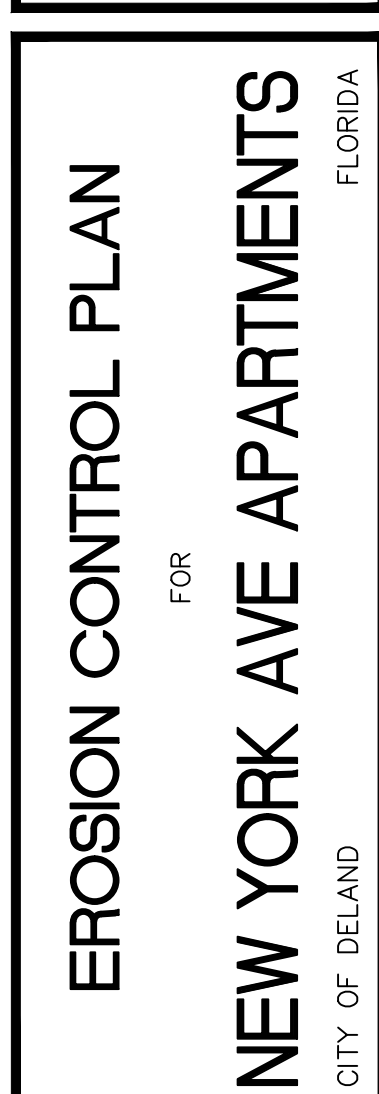
THE CONTRACTOR SHALL PERFORM EROSION CONTROL MEASURES IN ACCORDANCE WITH CITY OF DELAND AND THE S.J.R.W.M.D., DETAILS CONTAINED IN THE PLANS, THE FOLLOWING NOTES AND AS DIRECTED BY THE ENGINEER.

1. STOCKPILING MATERIAL - NO EXCAVATING MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATERBODY OR STORMWATER COLLECTION FACILITY.
2. INLET PROTECTION - INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT- LADEN STORM RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATERBODY OR STORMWATER COLLECTION FACILITY.

- THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON OFF-SITE FACILITIES. ALL STORMWATER DISCHARGE FROM THE PROJECT LIMITS SHALL BE ROUTED THROUGH DETENTION BASINS TO TRAP SUSPENDED SEDIMENTS AND DISCHARGE FACILITIES FROM THESE BASINS SHALL BE PROVIDED WITH A SKIMMER DEVICE TO TRAP FLOATABLE DEBRIS.

- STORMWATER POLLUTION PREVENTION NOTES

1. THE CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO LIMIT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT THAT ARE EXISTING PRIOR TO THE

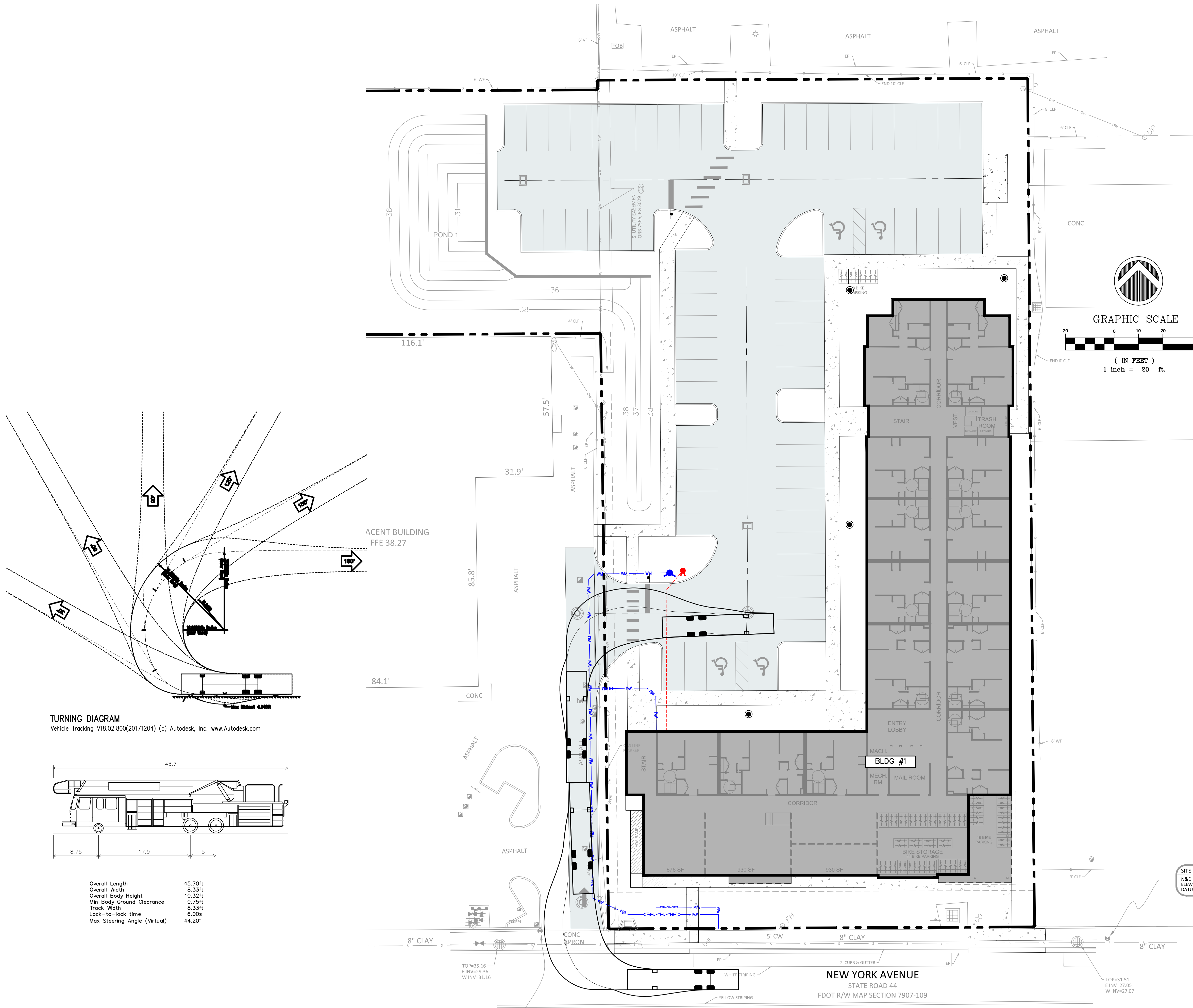


ENGINEER IN CHARGE:

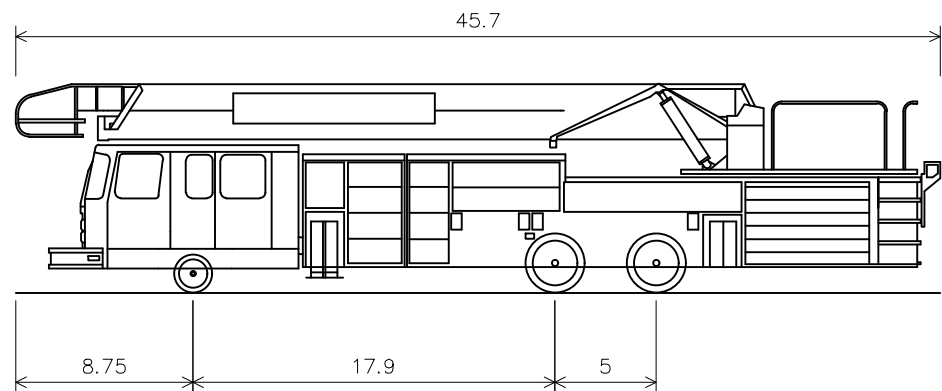
DAVID A. STOKES, P.E. #66527
January 4, 2024
CERTIFICATE OF AUTHORIZATION NO. CA-00077723

JOB # _____ 23201
DATE: _____ 12/4/23
SCALE: _____ 1"=50'
DESIGNED BY: _____ TRF
DRAWN BY: _____ TRF
APPROVED BY: _____ DAS

Page 345 of 345



TURNING DIAGRAM
Vehicle Tracking V18.02.800(20171204) (c) Autodesk, Inc. www.Autodesk.com



Overall Length 45.70ft
Overall Width 8.33ft
Overall Body Height 10.32ft
Min Body Ground Clearance 0.75ft
Track Width 8.33ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 44.20°



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

VEHICULAR CIRCULATION PLAN
FOR
NEW YORK AVE APARTMENTS
CITY OF DELAND
FLORIDA

BLUE IAN, LLC
180 FOUNTAIN PKWY. N.
ST. PETERSBURG, FL 33716

ENGINEER IN CHARGE:
DAVID A. STOKES, P.E. #66527
January 4, 2024
CERTIFICATE OF AUTHORIZATION NO. CA-0037723

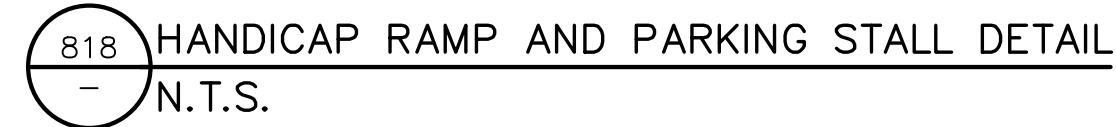
NO.	DATE	REVISIONS
1	01/03/24	ISSUE DESIGN DEVELOPMENT PLAN SET
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 23201
DATE: 12/4/23
SCALE: 1"=20'
DESIGNED BY: TRF
DRAWN BY: TRF
APPROVED BY: DAS

C800



12" OF STABILIZED SUBGRADE WITH A MINIMUM LIMEROCK BEARING RATIO OF 40 PSI, OR A MINIMUM FLORIDA BEARING VALUE OF 75 PSI, COMPACTED TO A MIN. DENSITY EQUIVALENT TO 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 1557 TEST METHOD. TO BE PLACED IN MAXIMUM 12" LIFTS.



CONSTRUCTION DETAILS

FOR
NEW YORK AVE APARTMENTS

CITY OF DELAND
FLORIDA

BLUE IAN, LLC
180 EIGHTH AVENUE, SUITE 1000
NEW YORK, NY 10011
TEL: 212 512 1000
WWW.BLUEIAN.COM

180 FOUNTAIN PKWY N.
ST. PETERSBURG, FL 33716

ENGINEER IN CHARGE:

DAVID A. STOKES, P.E. #66527

A. SLOKES, P.E.: #663
January 4, 2024

CERTIFICATE OF AUTHORIZATION NO. CA-0007723

1	01/03/24 10% DESIGN DEVELOPMENT PLAN SET
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
DATE	REVISIONS

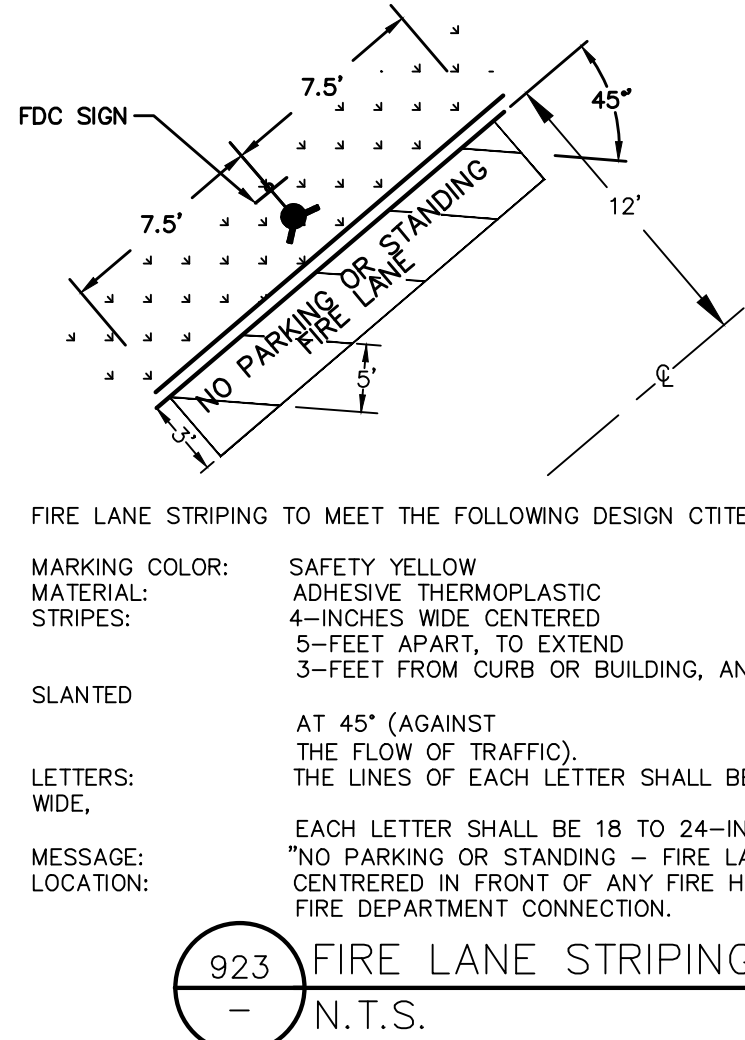
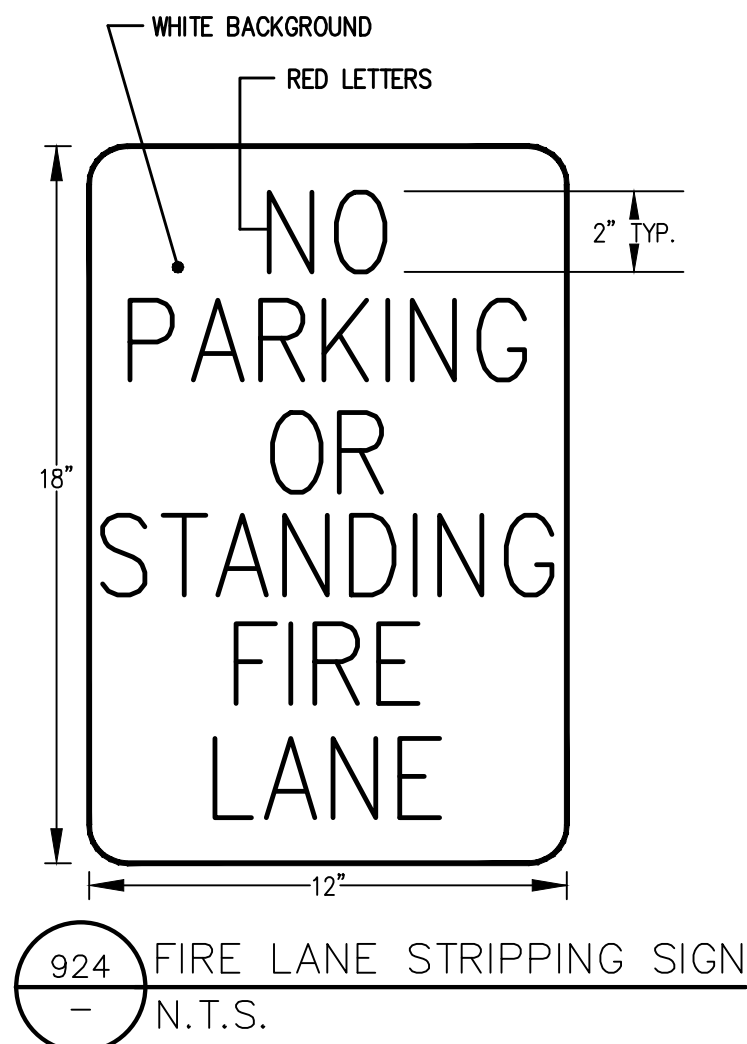
JOB # _____ 23201
DATE: _____ 12/4/23
SCALE: _____ AS SHOWN
DESIGNED BY: _____ TRF
DRAWN BY: _____ TRF
APPROVED BY: _____ DAS

C900

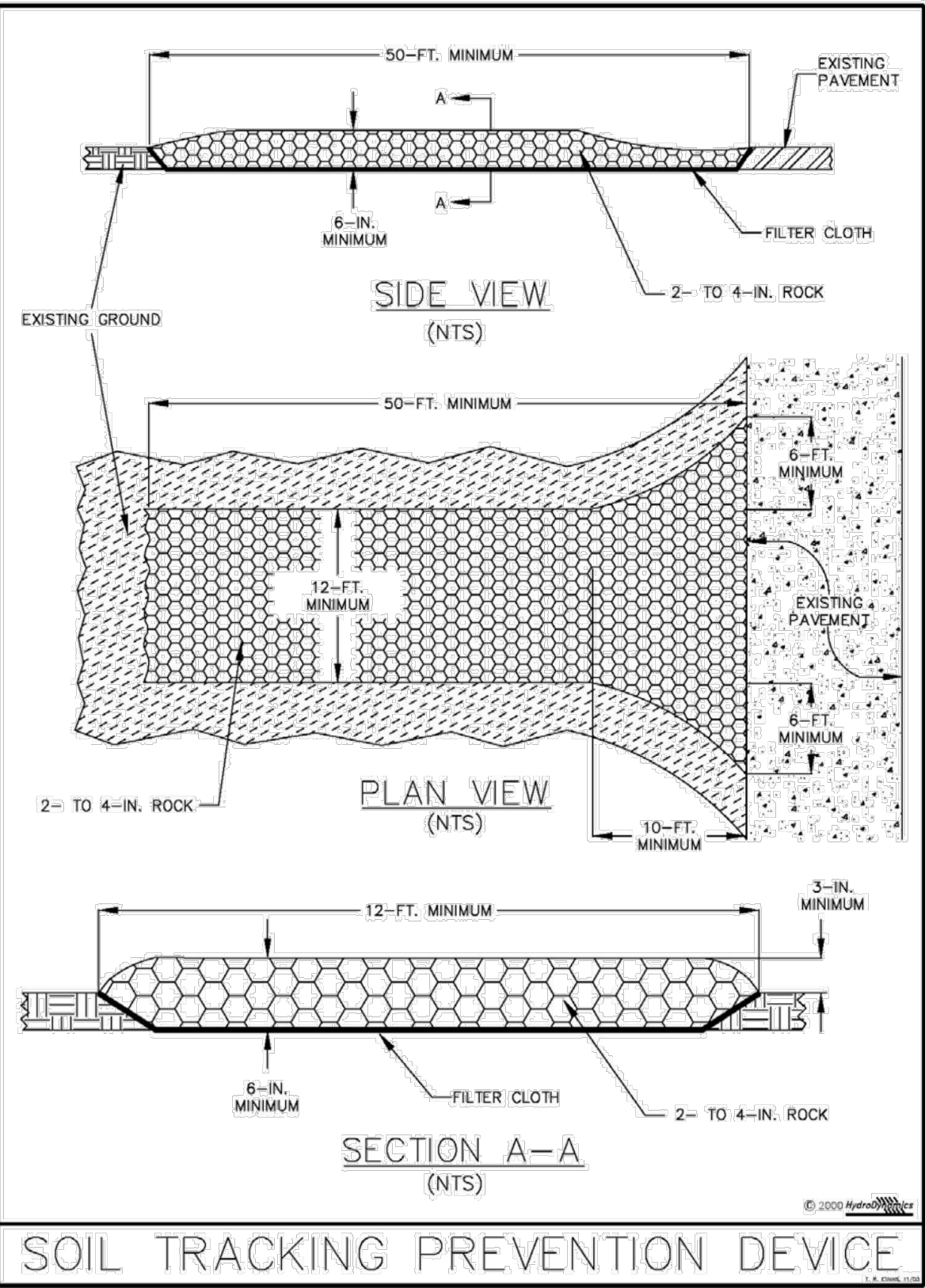
DATE	REVISIONS
11/01/24	1.00
11/01/24	1.01
11/01/24	1.02
11/01/24	1.03
11/01/24	1.04
11/01/24	1.05
11/01/24	1.06
11/01/24	1.07
11/01/24	1.08
11/01/24	1.09
11/01/24	1.10
11/01/24	1.11
11/01/24	1.12
11/01/24	1.13
11/01/24	1.14
11/01/24	1.15
11/01/24	1.16
11/01/24	1.17
11/01/24	1.18
11/01/24	1.19
11/01/24	1.20
11/01/24	1.21
11/01/24	1.22
11/01/24	1.23
11/01/24	1.24
11/01/24	1.25
11/01/24	1.26
11/01/24	1.27
11/01/24	1.28
11/01/24	1.29
11/01/24	1.30
11/01/24	1.31
11/01/24	1.32
11/01/24	1.33
11/01/24	1.34
11/01/24	1.35
11/01/24	1.36
11/01/24	1.37
11/01/24	1.38
11/01/24	1.39
11/01/24	1.40
11/01/24	1.41
11/01/24	1.42
11/01/24	1.43
11/01/24	1.44
11/01/24	1.45
11/01/24	1.46
11/01/24	1.47
11/01/24	1.48
11/01/24	1.49
11/01/24	1.50
11/01/24	1.51
11/01/24	1.52
11/01/24	1.53
11/01/24	1.54
11/01/24	1.55
11/01/24	1.56
11/01/24	1.57
11/01/24	1.58
11/01/24	1.59
11/01/24	1.60
11/01/24	1.61
11/01/24	1.62
11/01/24	1.63
11/01/24	1.64
11/01/24	1.65
11/01/24	1.66
11/01/24	1.67
11/01/24	1.68
11/01/24	1.69
11/01/24	1.70
11/01/24	1.71
11/01/24	1.72
11/01/24	1.73
11/01/24	1.74
11/01/24	1.75
11/01/24	1.76
11/01/24	1.77
11/01/24	1.78
11/01/24	1.79
11/01/24	1.80
11/01/24	1.81
11/01/24	1.82
11/01/24	1.83
11/01/24	1.84
11/01/24	1.85
11/01/24	1.86
11/01/24	1.87
11/01/24	1.88
11/01/24	1.89
11/01/24	1.90
11/01/24	1.91
11/01/24	1.92
11/01/24	1.93
11/01/24	1.94
11/01/24	1.95
11/01/24	1.96
11/01/24	1.97
11/01/24	1.98
11/01/24	1.99
11/01/24	2.00
11/01/24	2.01
11/01/24	2.02
11/01/24	2.03
11/01/24	2.04
11/01/24	2.05
11/01/24	2.06
11/01/24	2.07
11/01/24	2.08
11/01/24	2.09
11/01/24	2.10
11/01/24	2.11
11/01/24	2.12
11/01/24	2.13
11/01/24	2.14
11/01/24	2.15
11/01/24	2.16
11/01/24	2.17
11/01/24	2.18
11/01/24	2.19
11/01/24	2.20
11/01/24	2.21
11/01/24	2.22
11/01/24	2.23
11/01/24	2.24
11/01/24	2.25
11/01/24	2.26
11/01/24	2.27
11/01/24	2.28
11/01/24	2.29
11/01/24	2.30
11/01/24	2.31
11/01/24	2.32
11/01/24	2.33
11/01/24	2.34
11/01/24	2.35
11/01/24	2.36
11/01/24	2.37
11/01/24	2.38
11/01/24	2.39
11/01/24	2.40
11/01/24	2.41
11/01/24	2.42
11/01/24	2.43
11/01/24	2.44
11/01/24	2.45
11/01/24	2.46
11/01/24	2.47
11/01/24	2.48
11/01/24	2.49
11/01/24	2.50
11/01/24	2.51
11/01/24	2.52
11/01/24	2.53
11/01/24	2.54
11/01/24	2.55
11/01/24	2.56
11/01/24	2.57
11/01/24	2.58
11/01/24	2.59
11/01/24	2.60
11/01/24	2.61
11/01/24	2.62
11/01/24	2.63
11/01/24	2.64
11/01/24	2.65
11/01/24	2.66
11/01/24	2.67
11/01/24	2.68
11/01/24	2.69
11/01/24	2.70
11/01/24	2.71
11/01/24	2.72
11/01/24	2.73
11/01/24	2.74
11/01/24	2.75
11/01/24	2.76
11/01/24	2.77
11/01/24	2.78
11/01/24	2.79
11/01/24	2.80
11/01/24	2.81
11/01/24	2.82
11/01/24	2.83
11/01/24	2.84
11/01/24	2.85
11/01/24	2.86
11/01/24	2.87
11/01/24	2.88
11/01/24	2.89
11/01/24	2.90
11/01/24	2.91
11/01/24	2.92
11/01/24	2.93
11/01/24	2.94
11/01/24	2.95
11/01/24	2.96
11/01/24	2.97
11/01/24	2.98
11/01/24	2.99
11/01/24	3.00

JOB #	23201
DATE	12/4/23
SCALE	AS SHOWN
DESIGNED BY	TRF
DRAWN BY	TRF
APPROVED BY	DAS

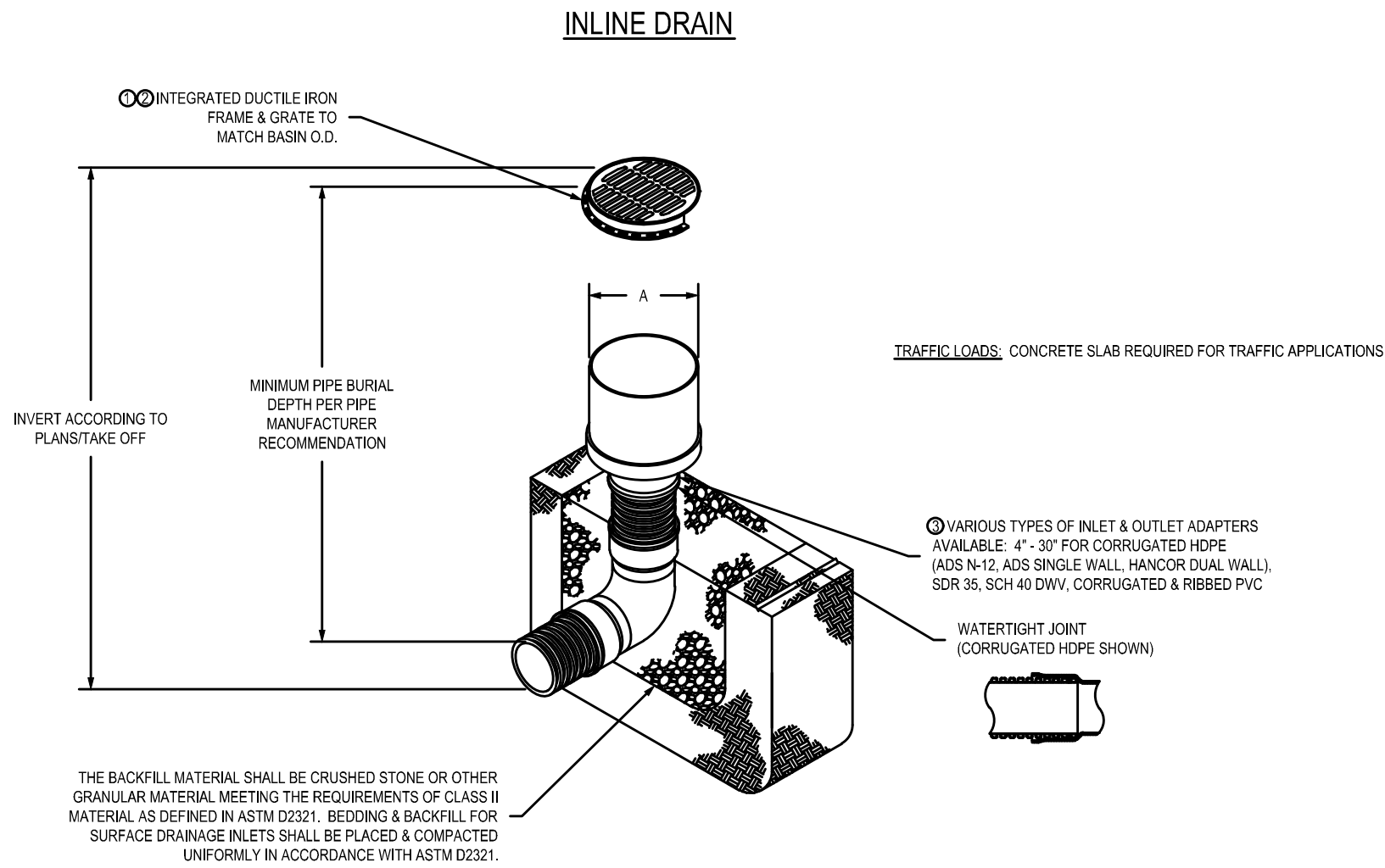
C901



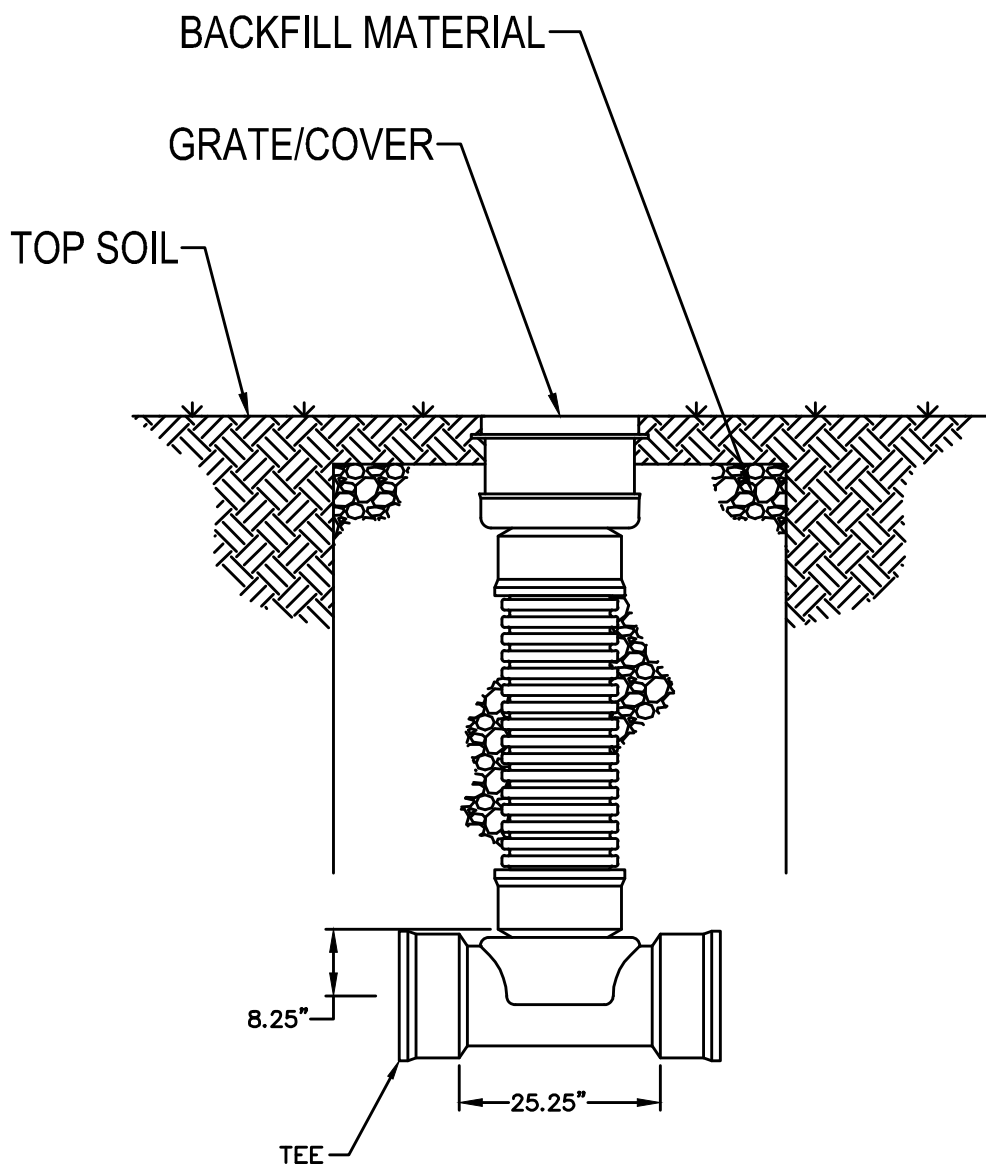
STATE OF FLORIDA E&SC DESIGNER & REVIEWER MANUAL; LATEST EDITION: JULY 2013



106 SOIL TRACKING PREVENTION DEVICE
- N.T.S.

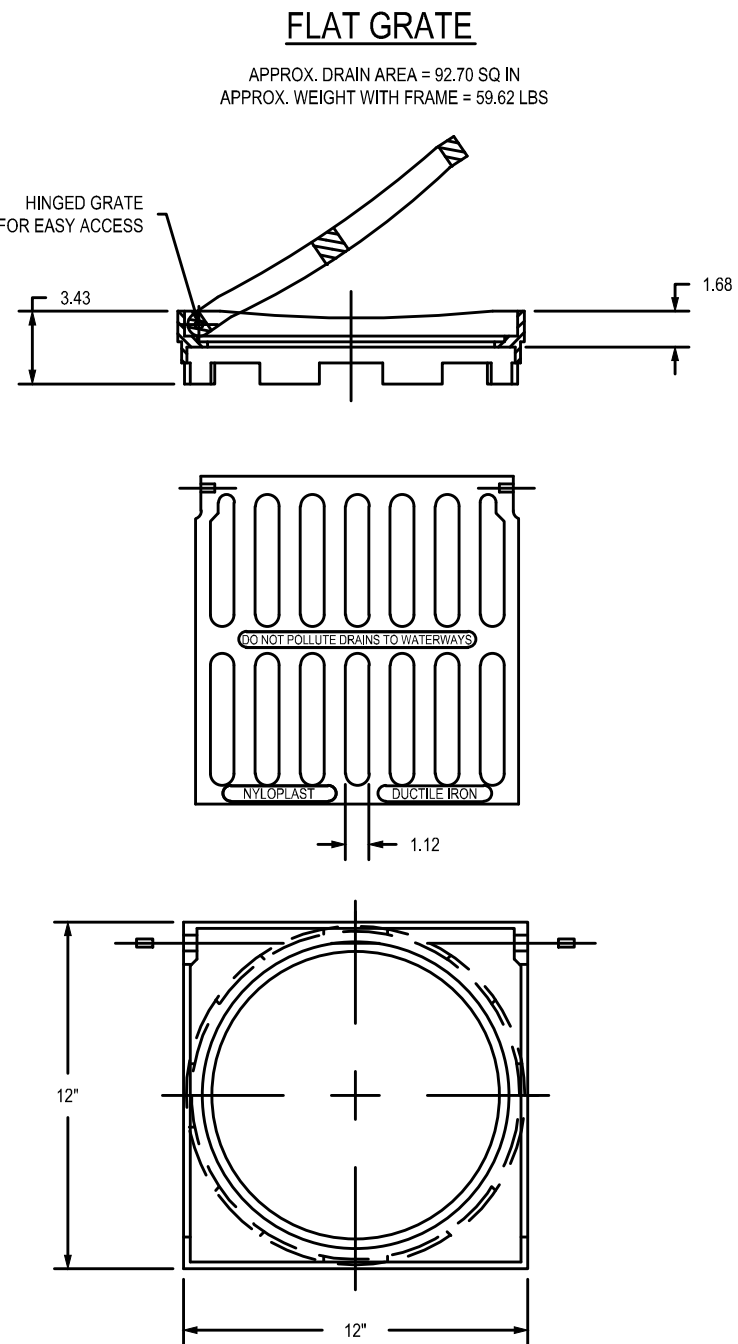


12"-30" GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
12"-30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR
CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC.
4" GRATES SHALL MEET H-20 LOAD RATING FOR 12"-24" PED.

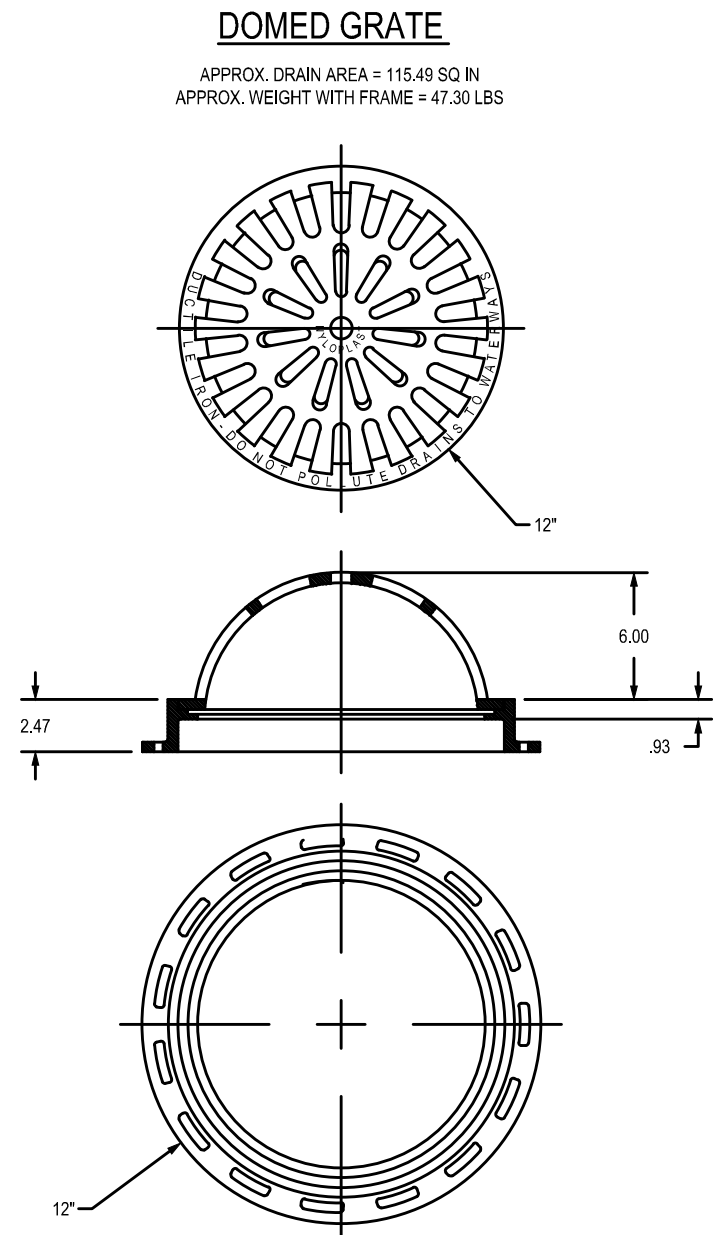


NOTE:
1. FLAT GRATE FOR PAVED AREAS ONLY, DOME GRATE TO BE
USED FOR ALL OTHER APPLICATIONS.

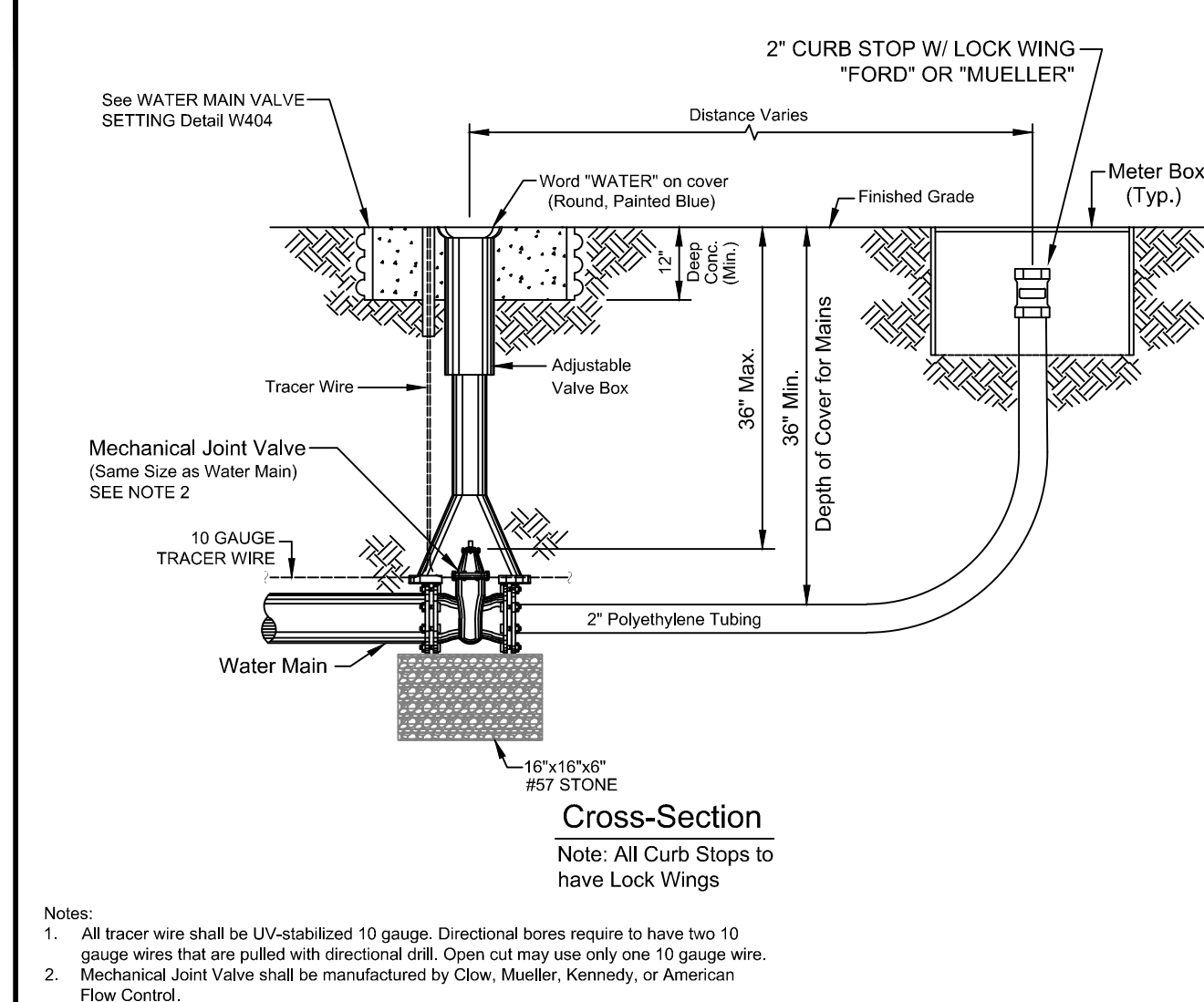
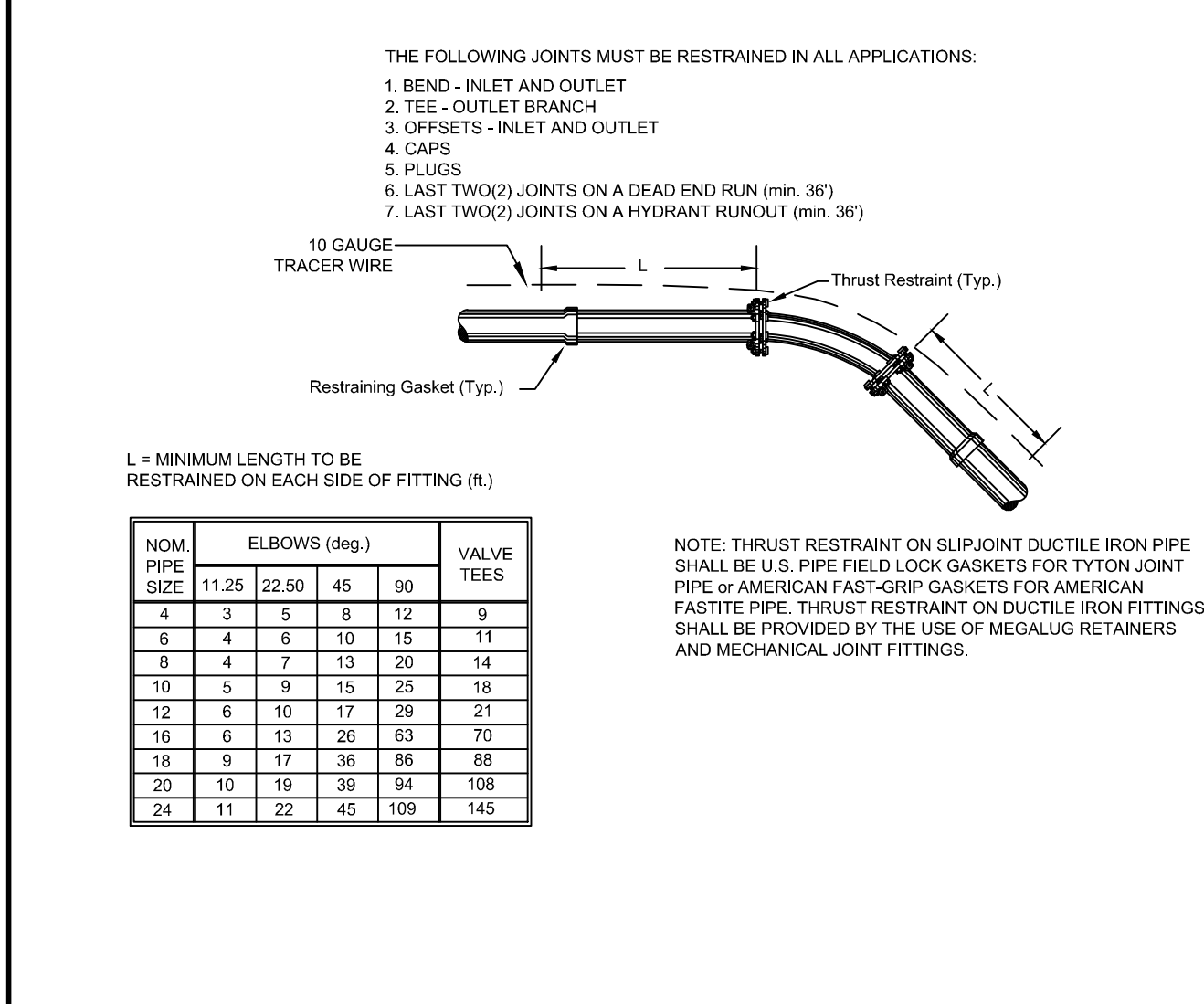
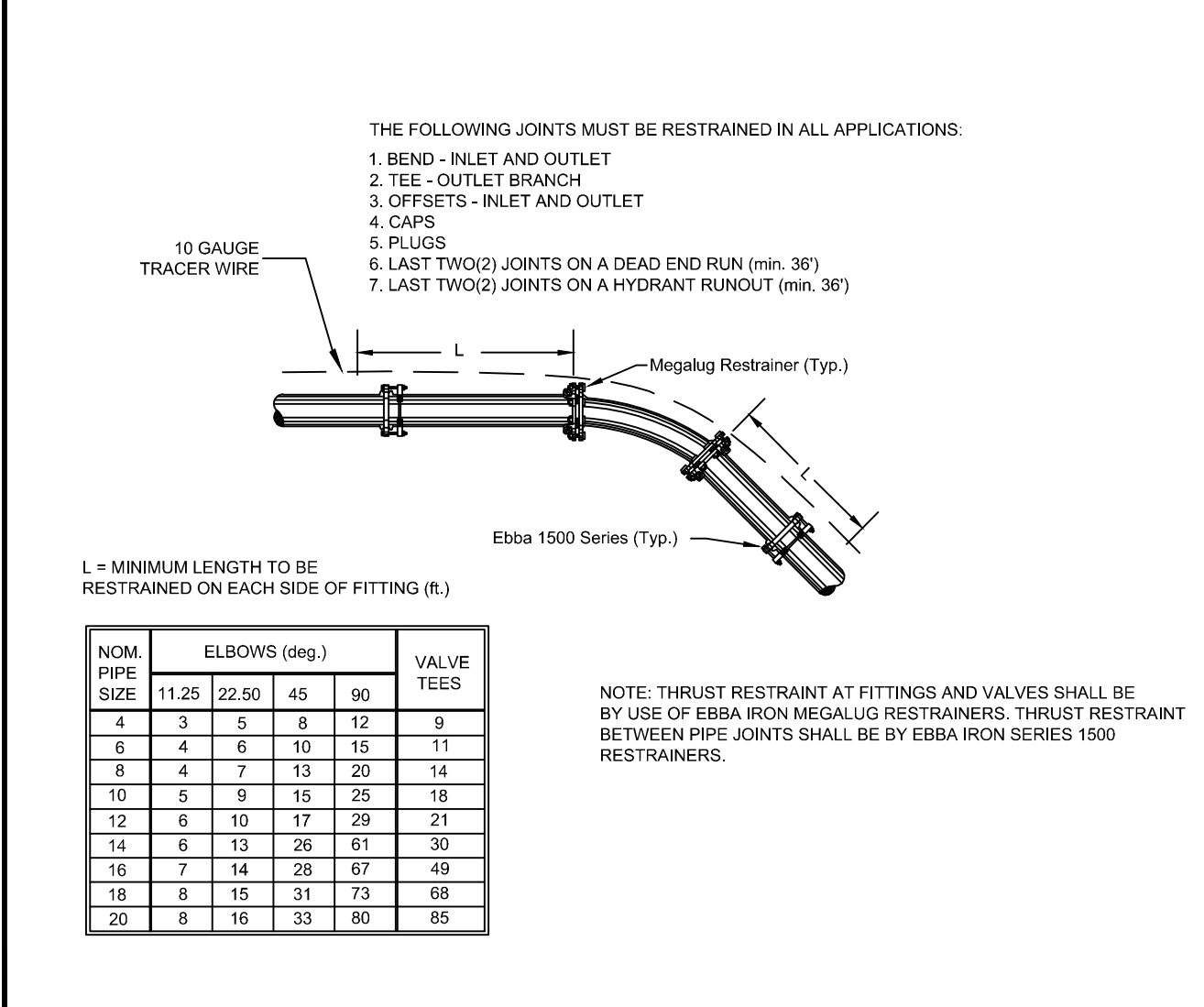
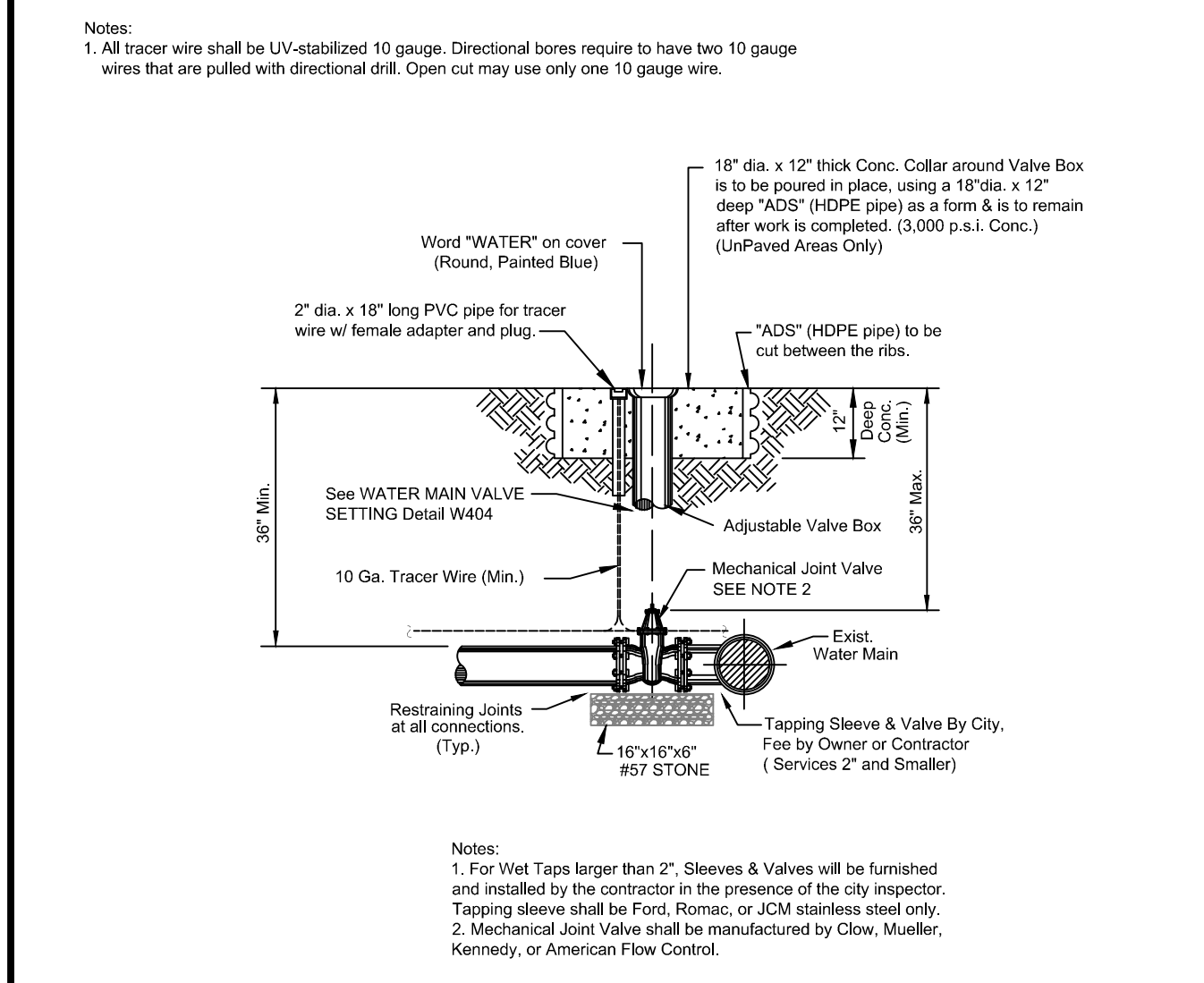
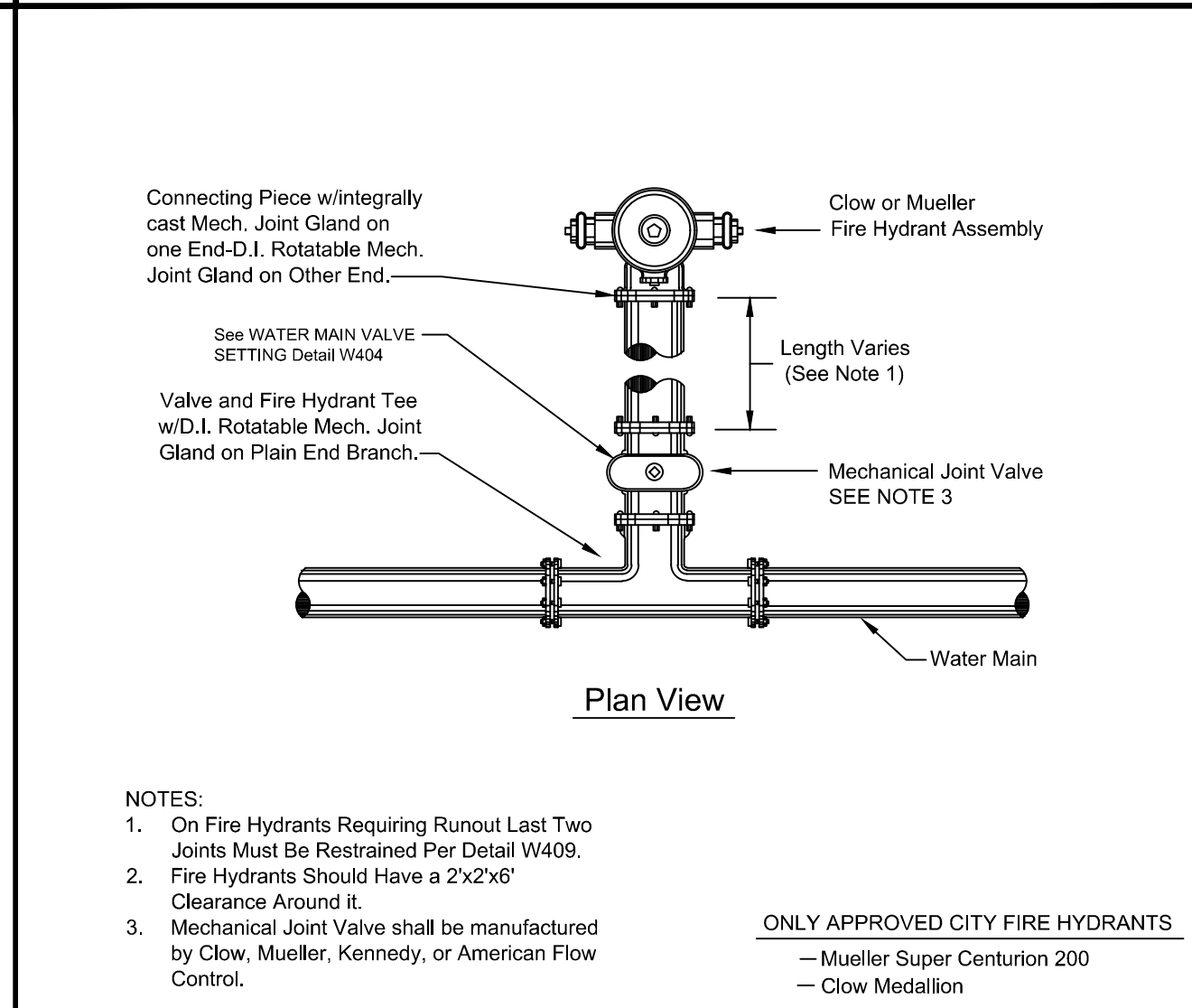
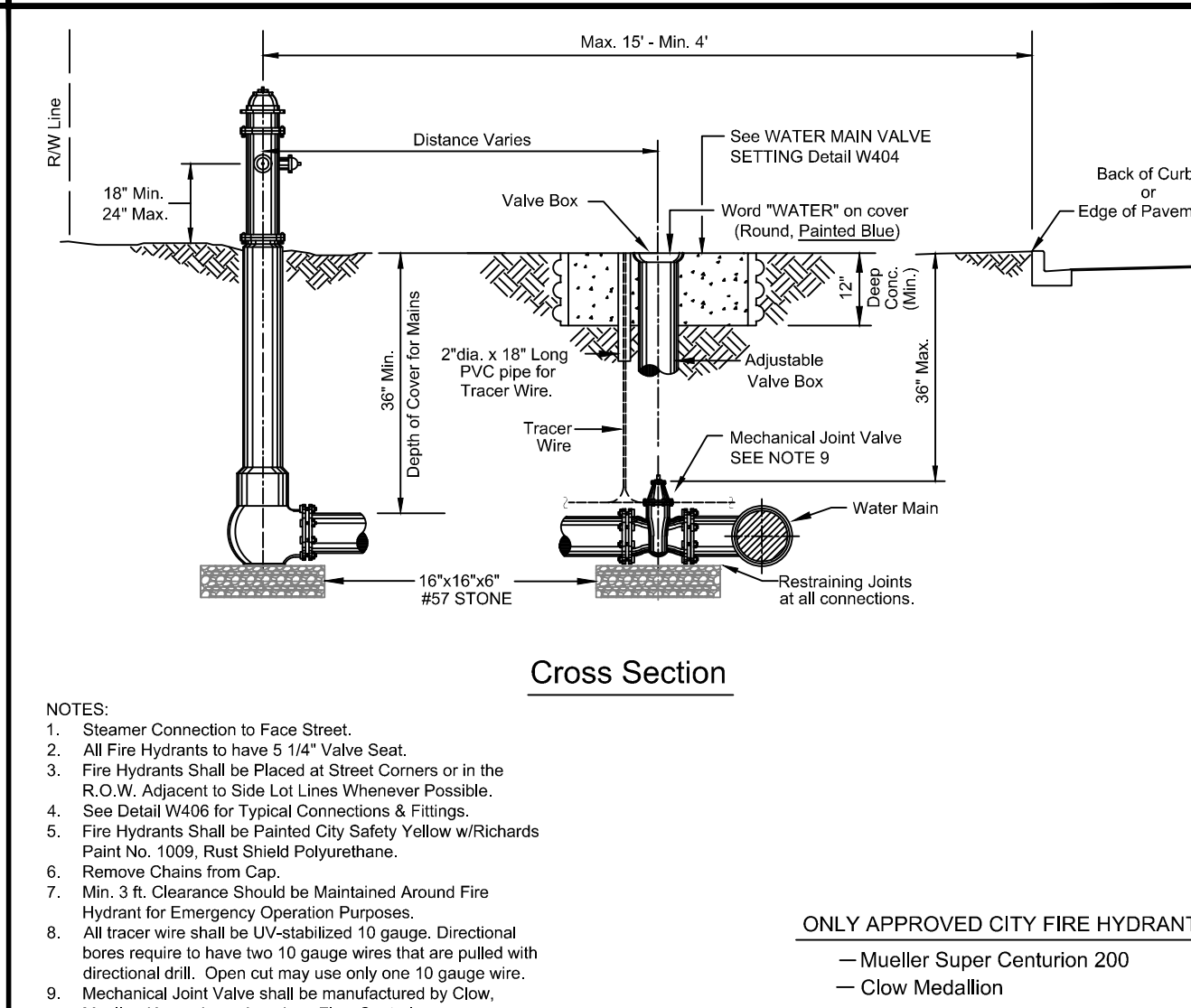
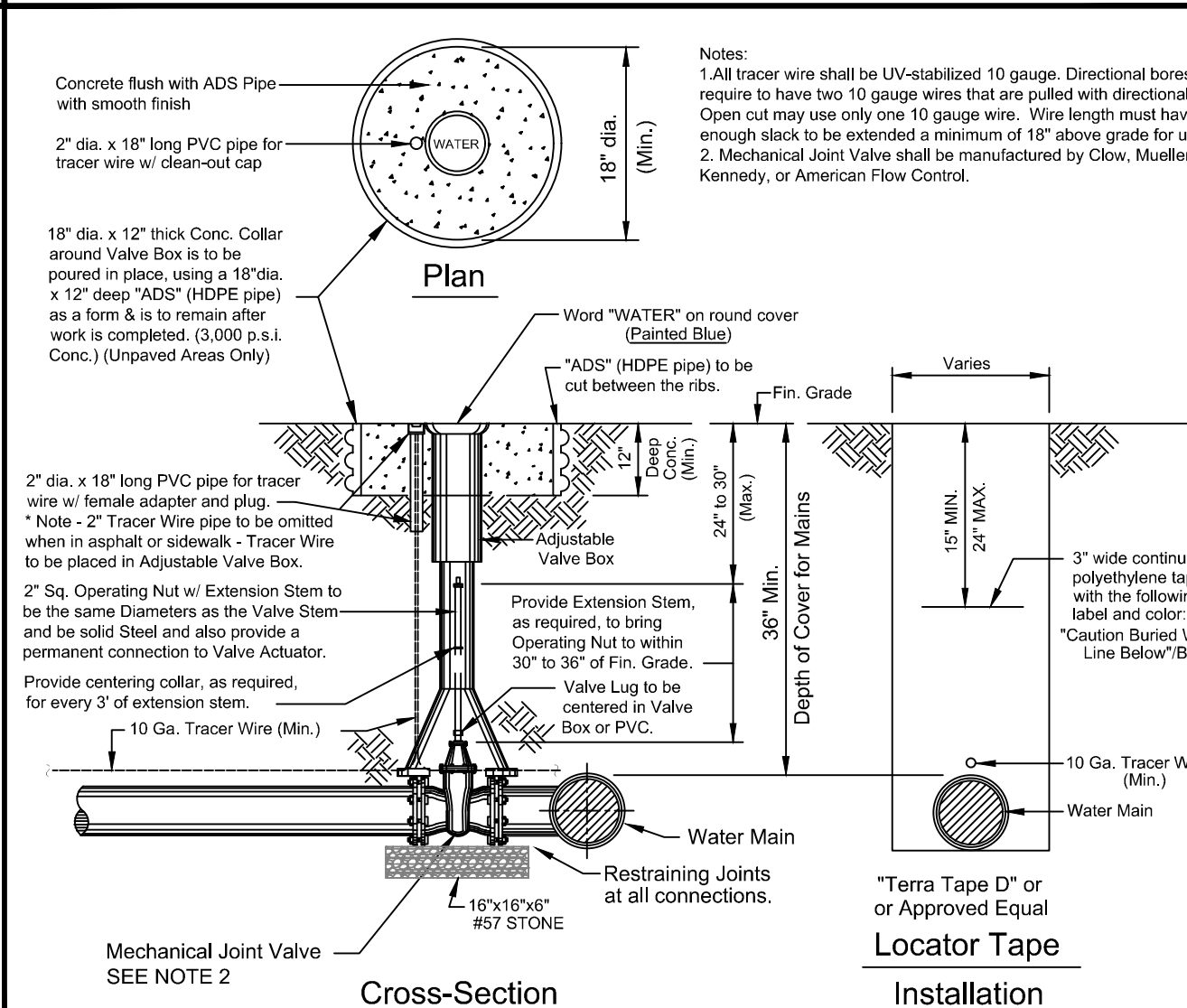
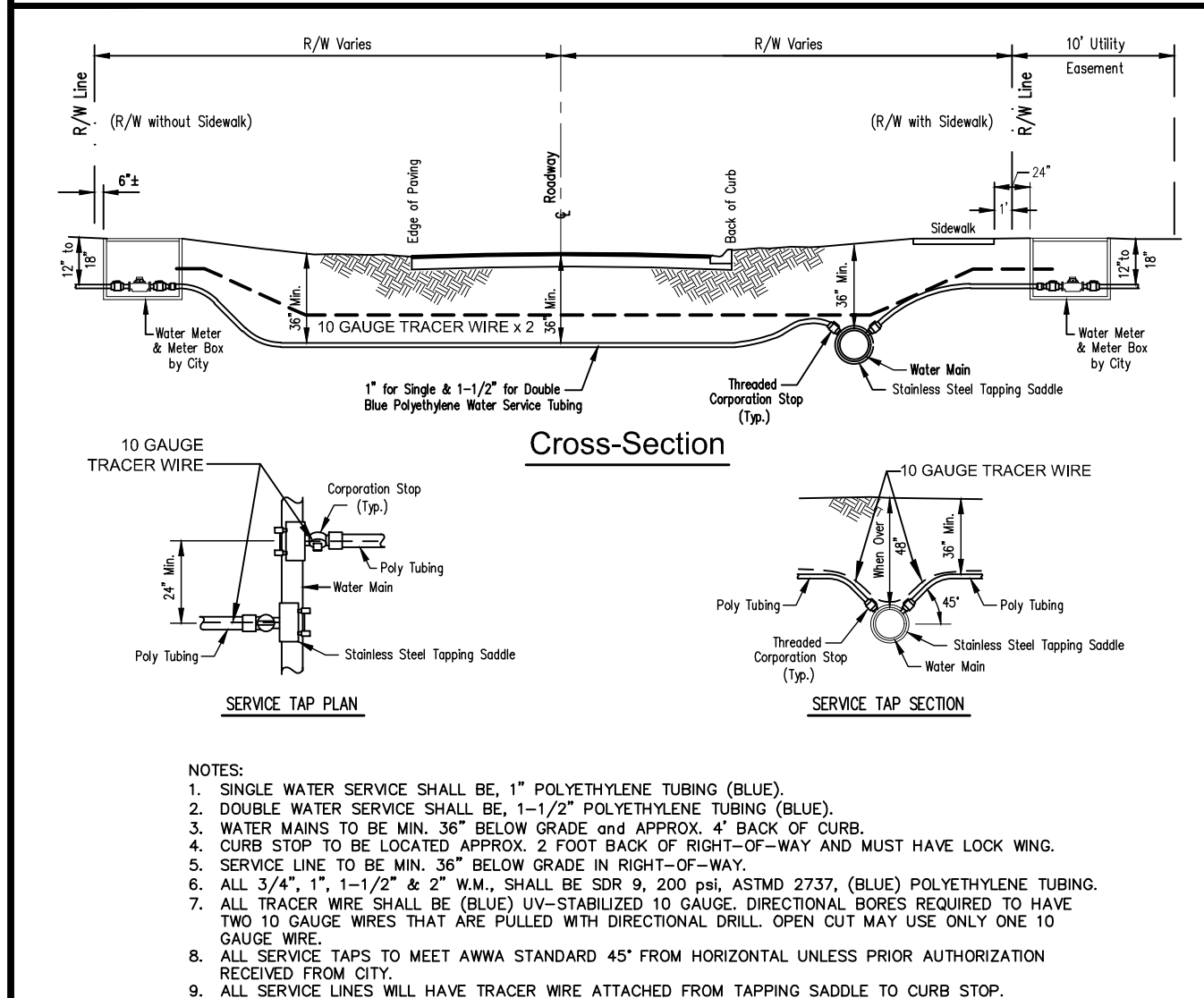
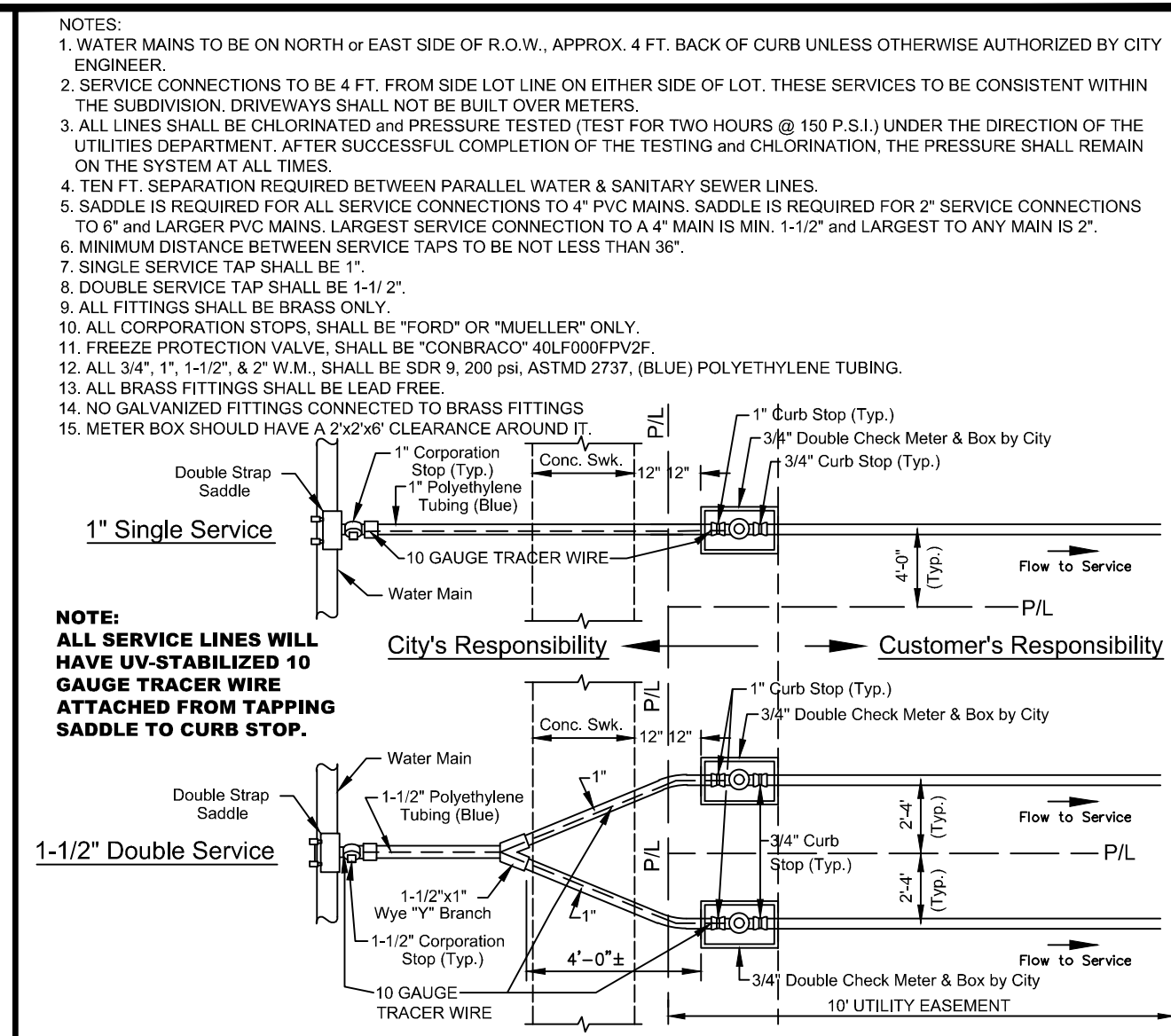
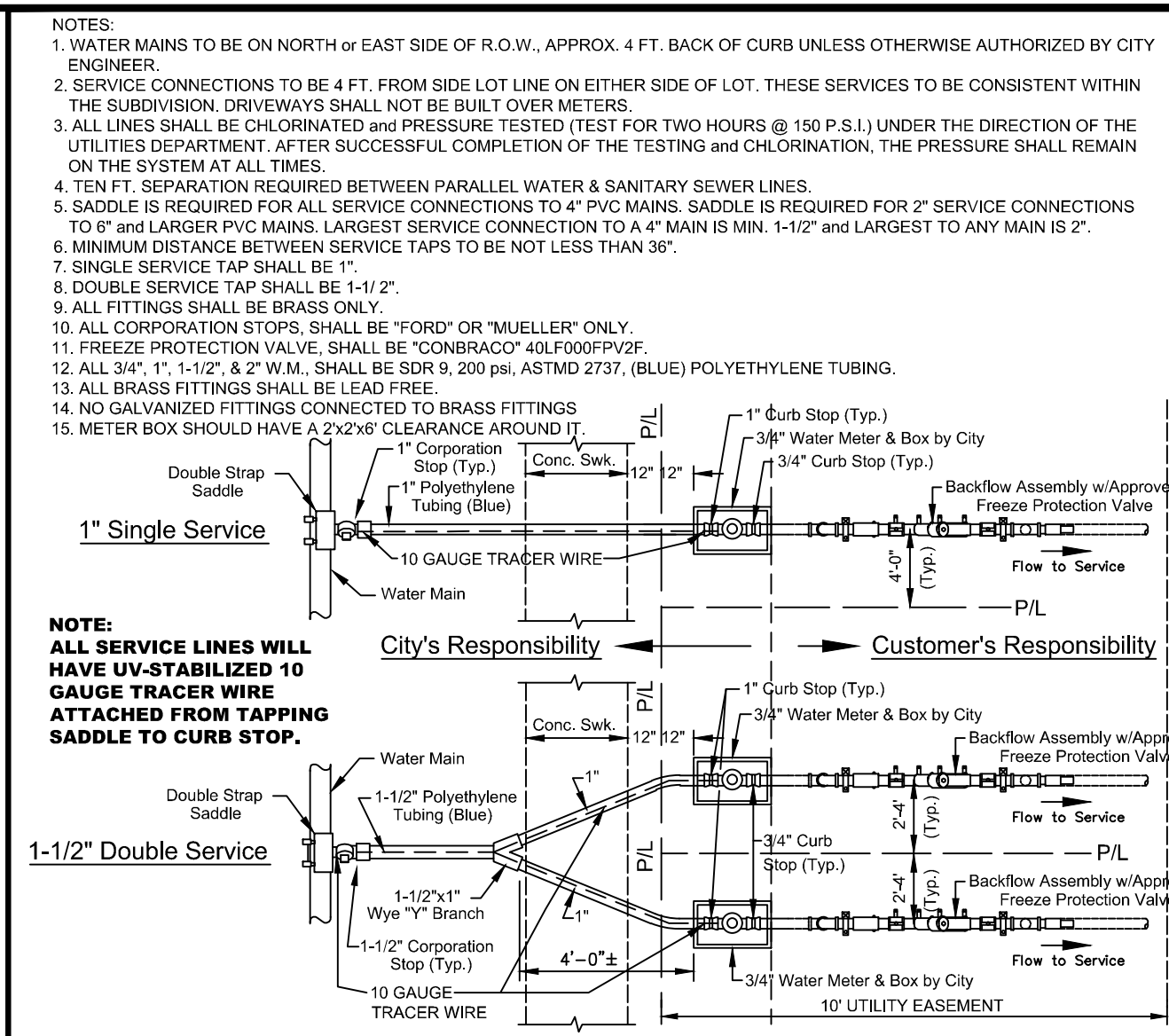
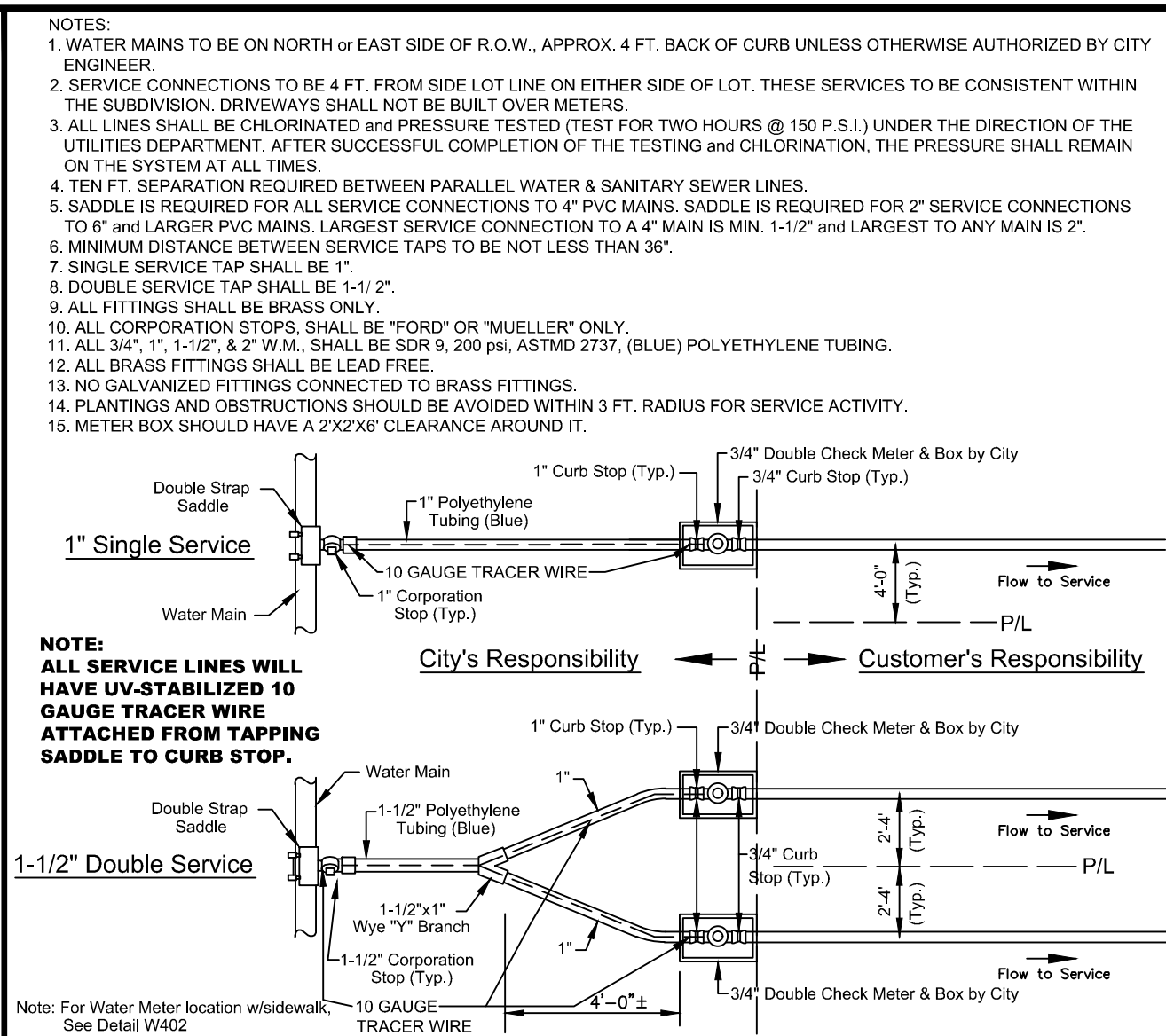
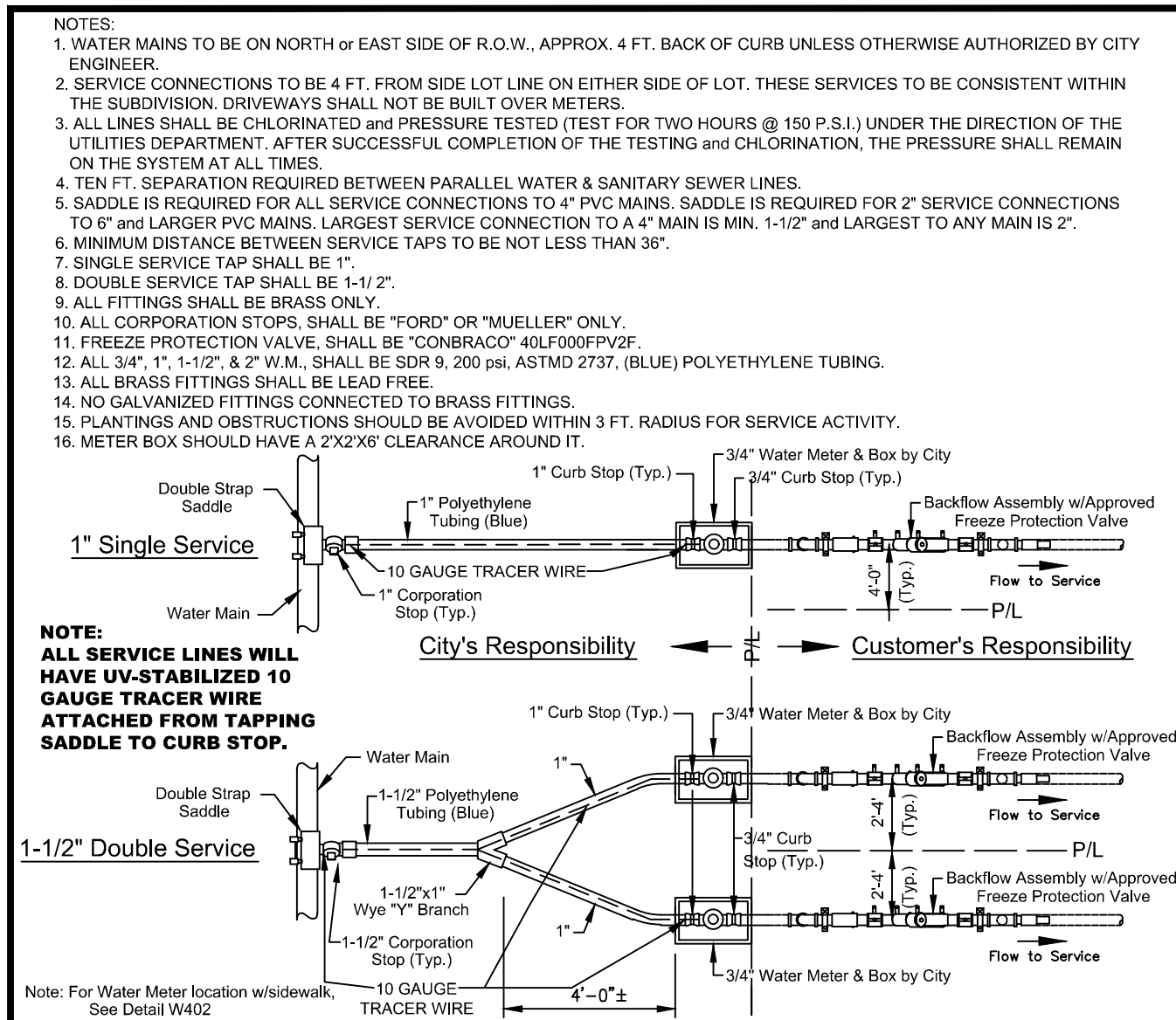
985 YARD DRAIN DETAIL
- N.T.S.

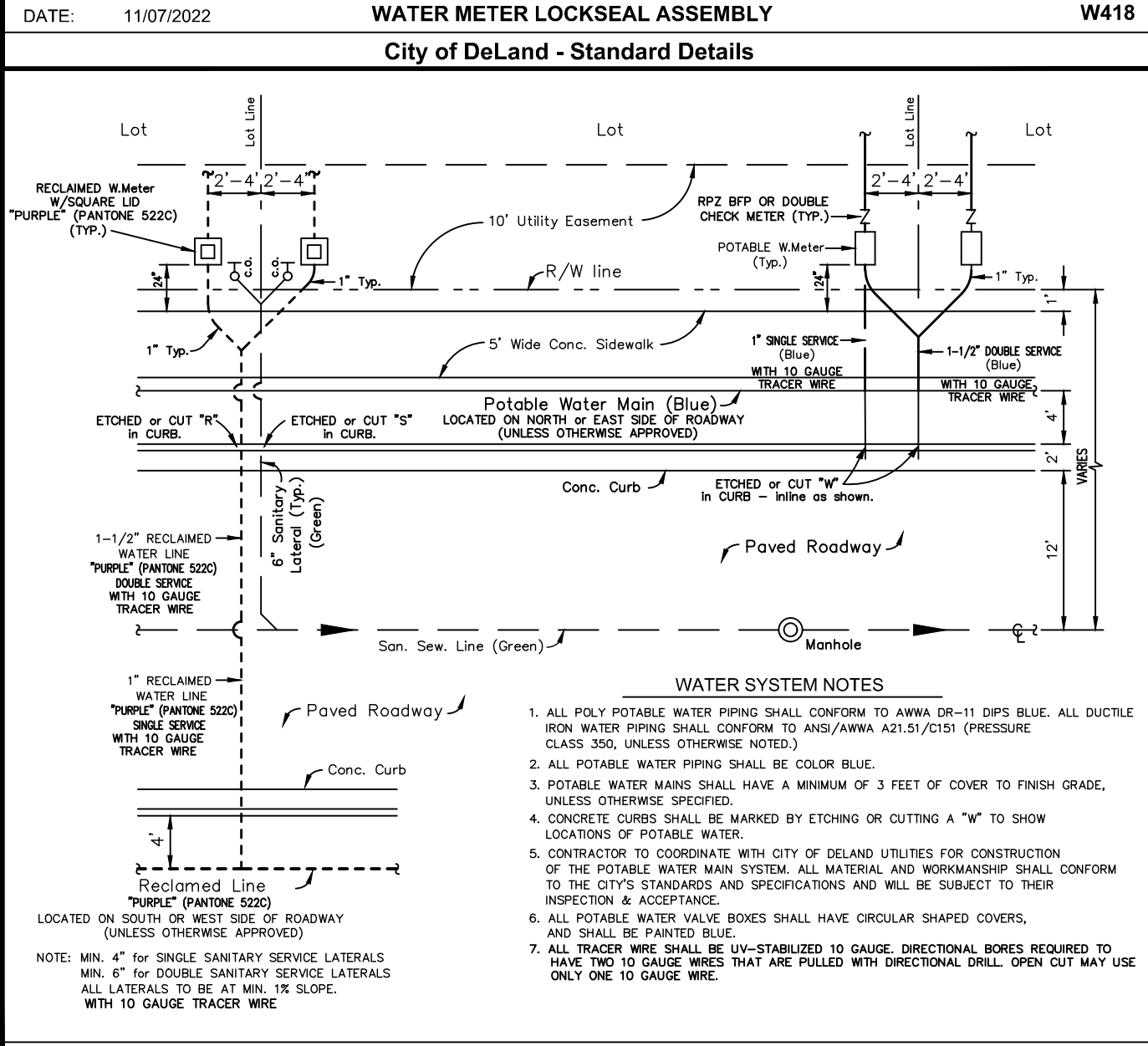
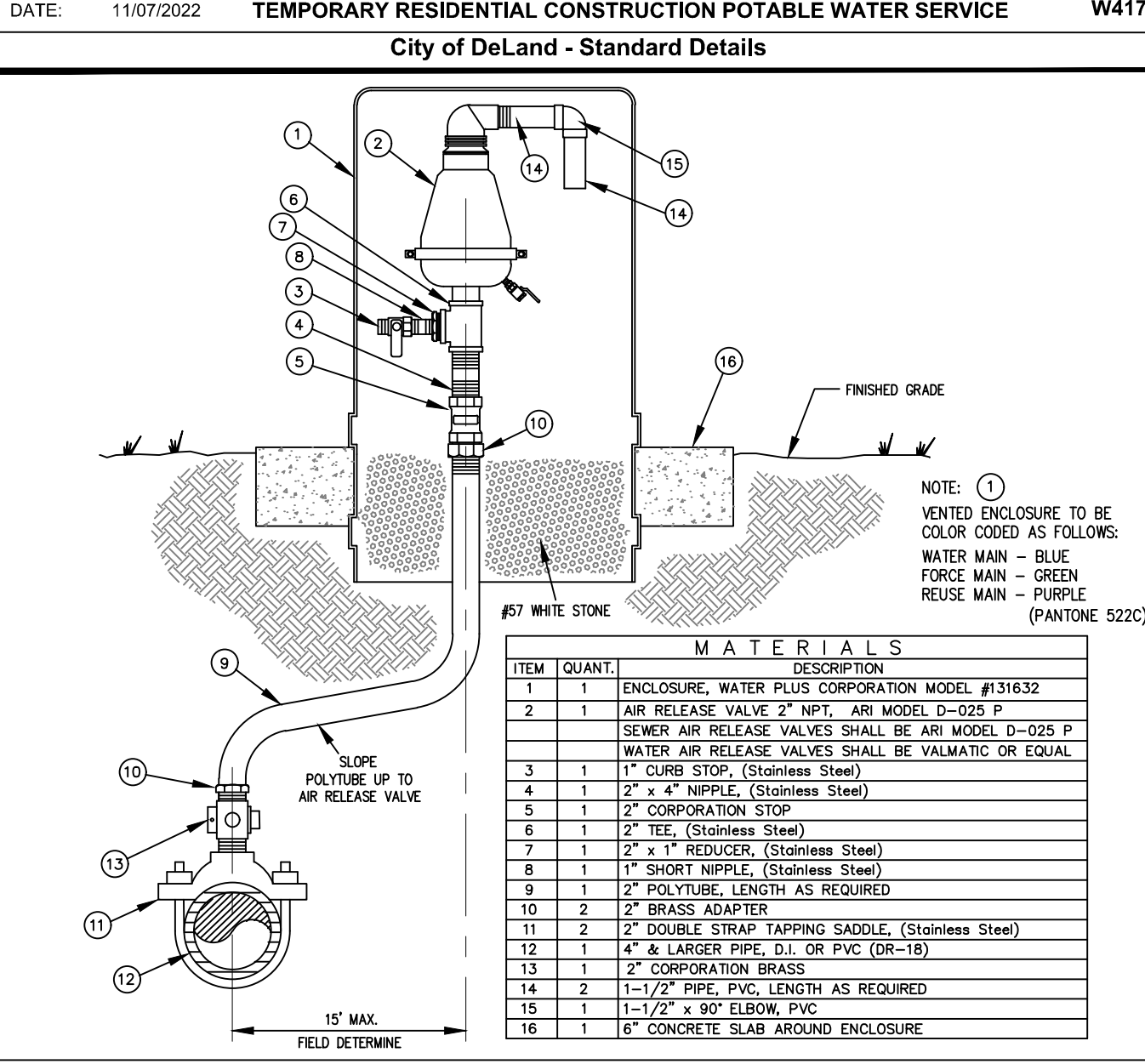
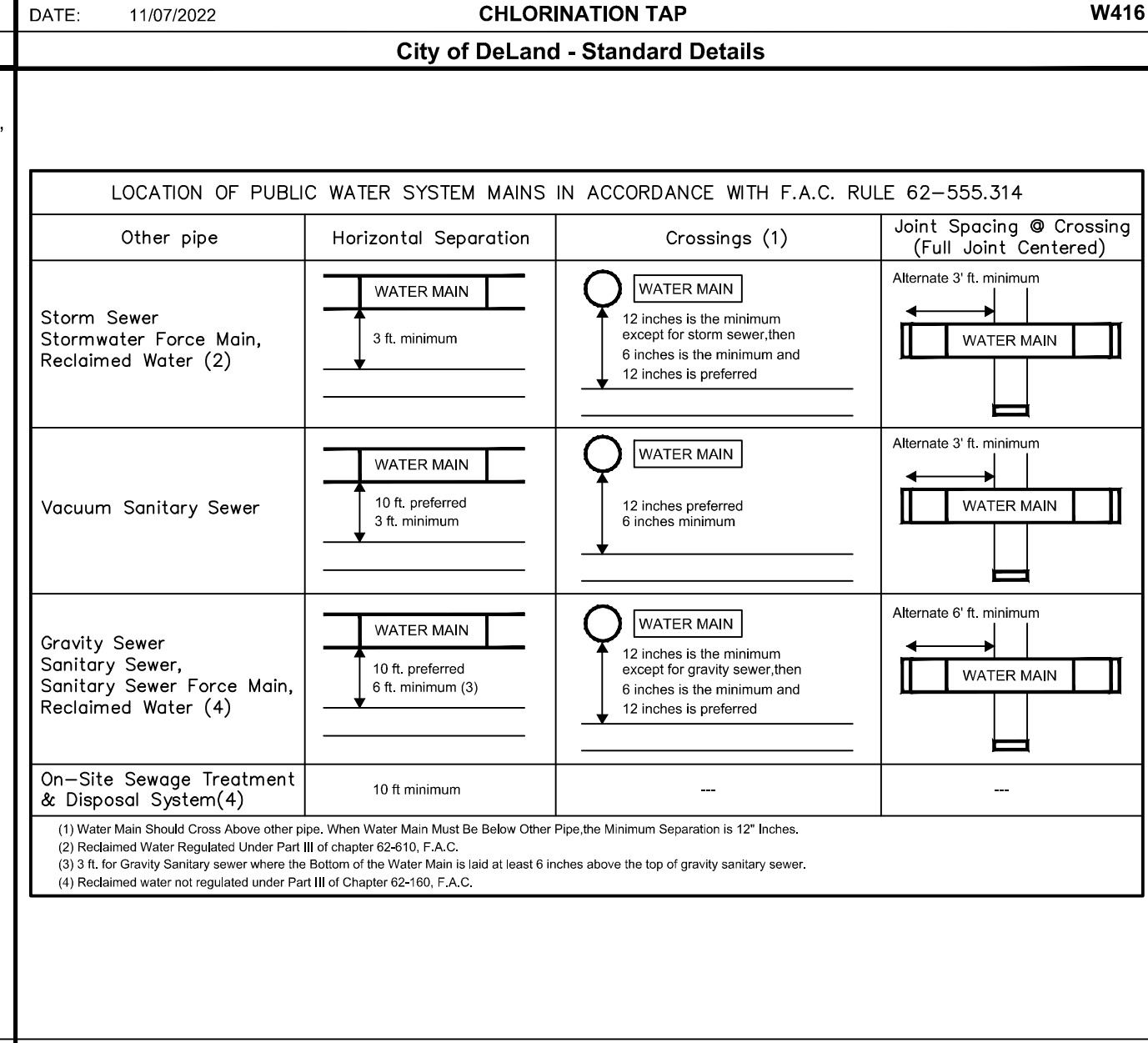
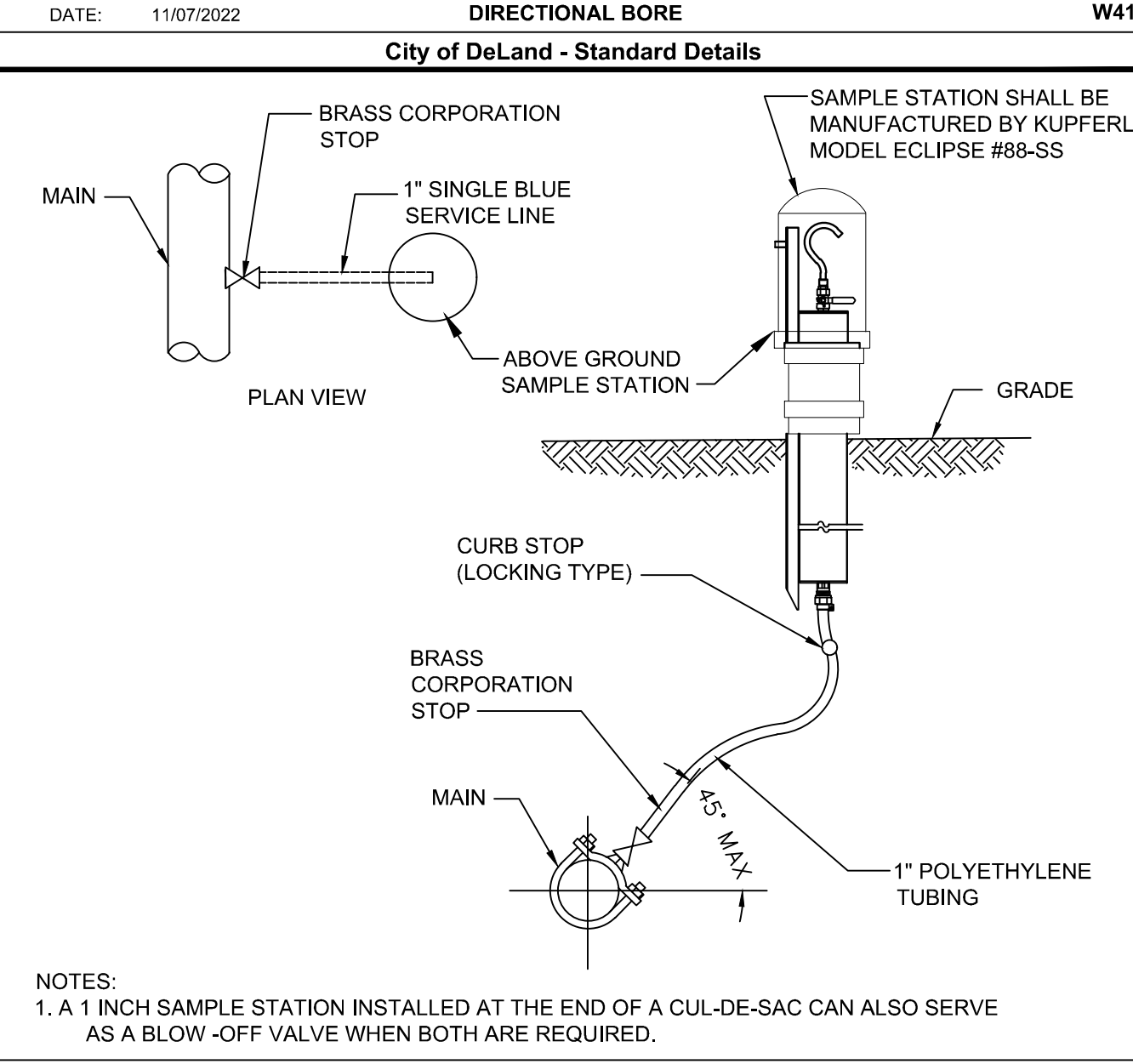
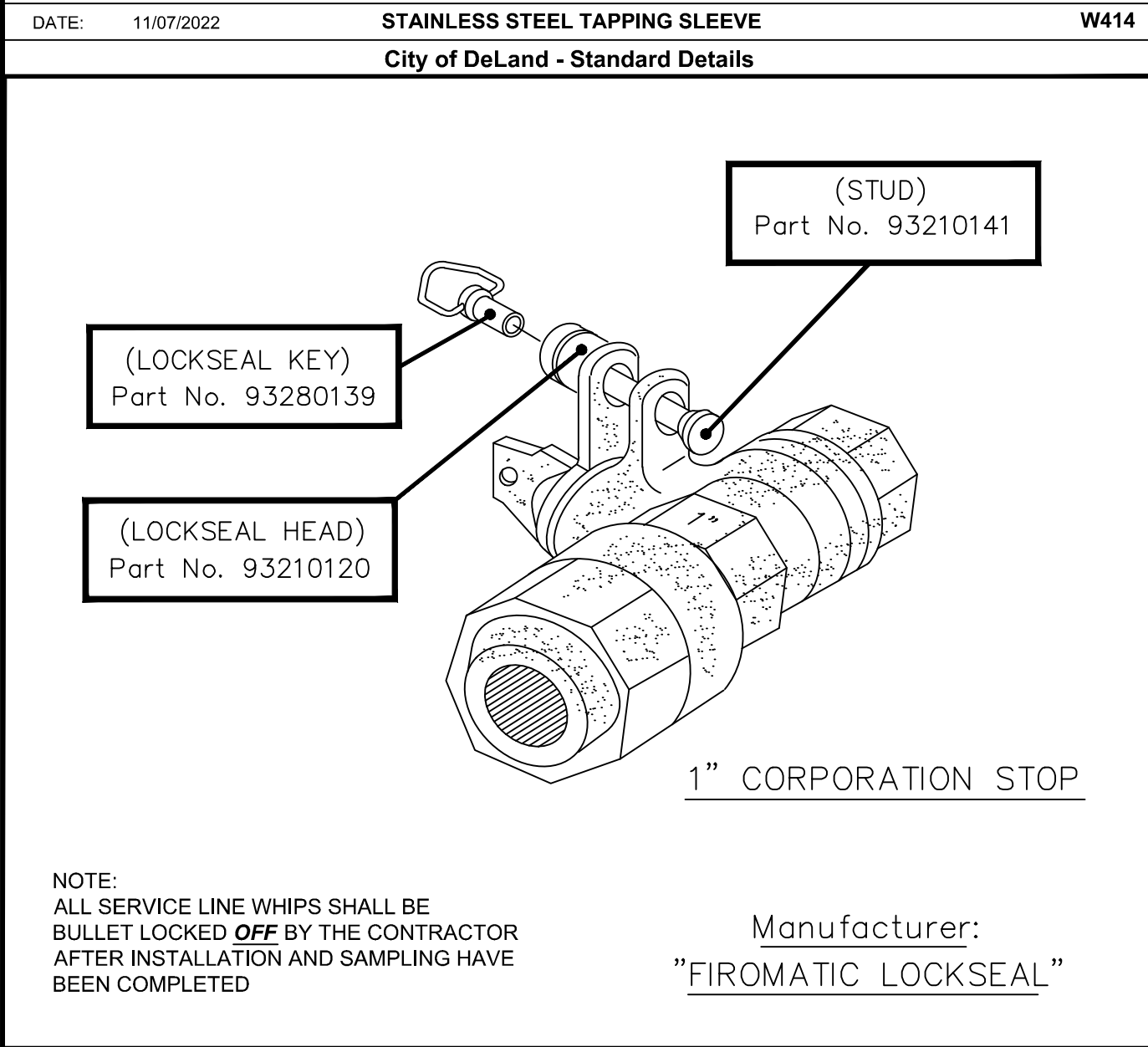
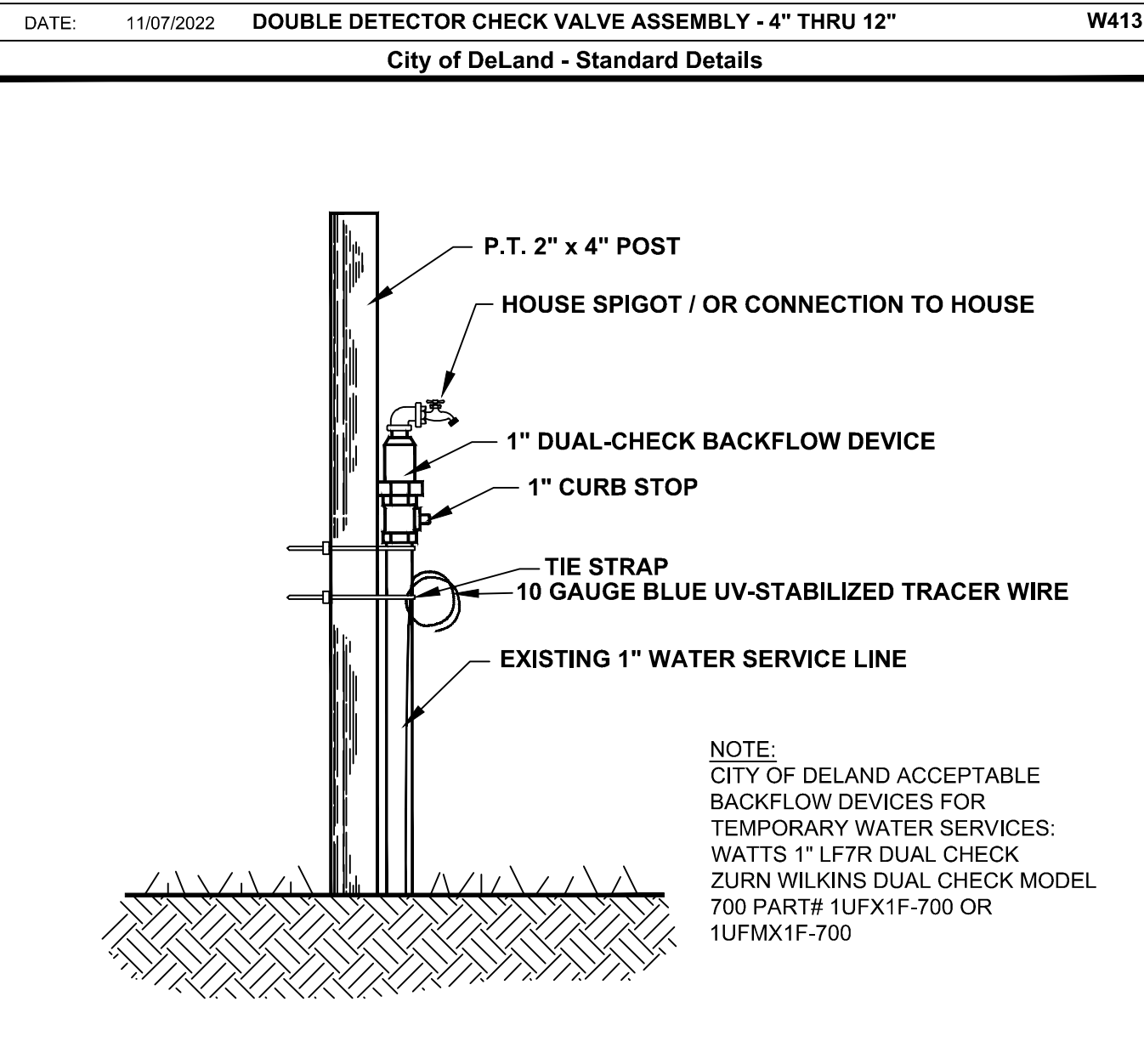
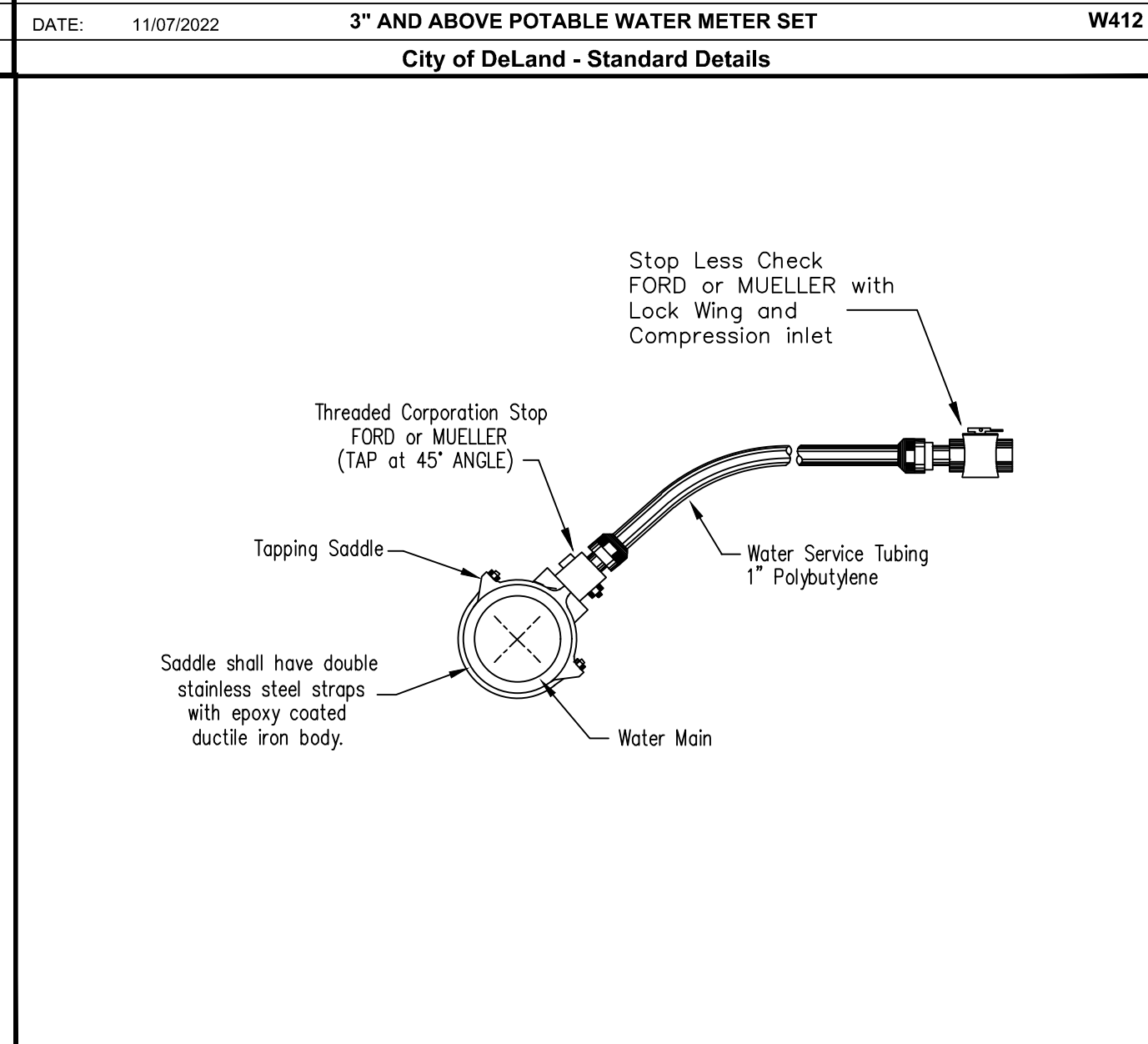
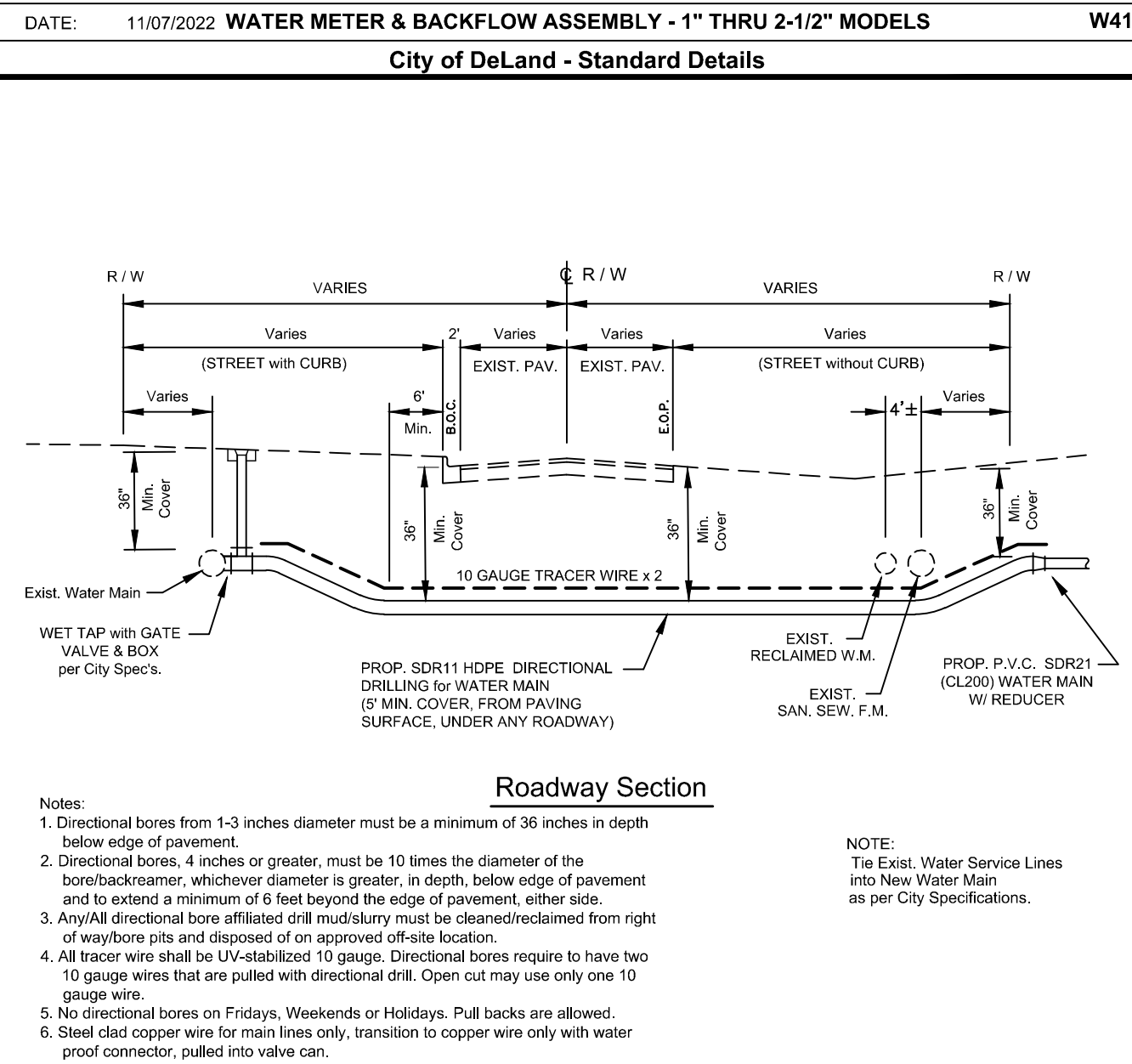
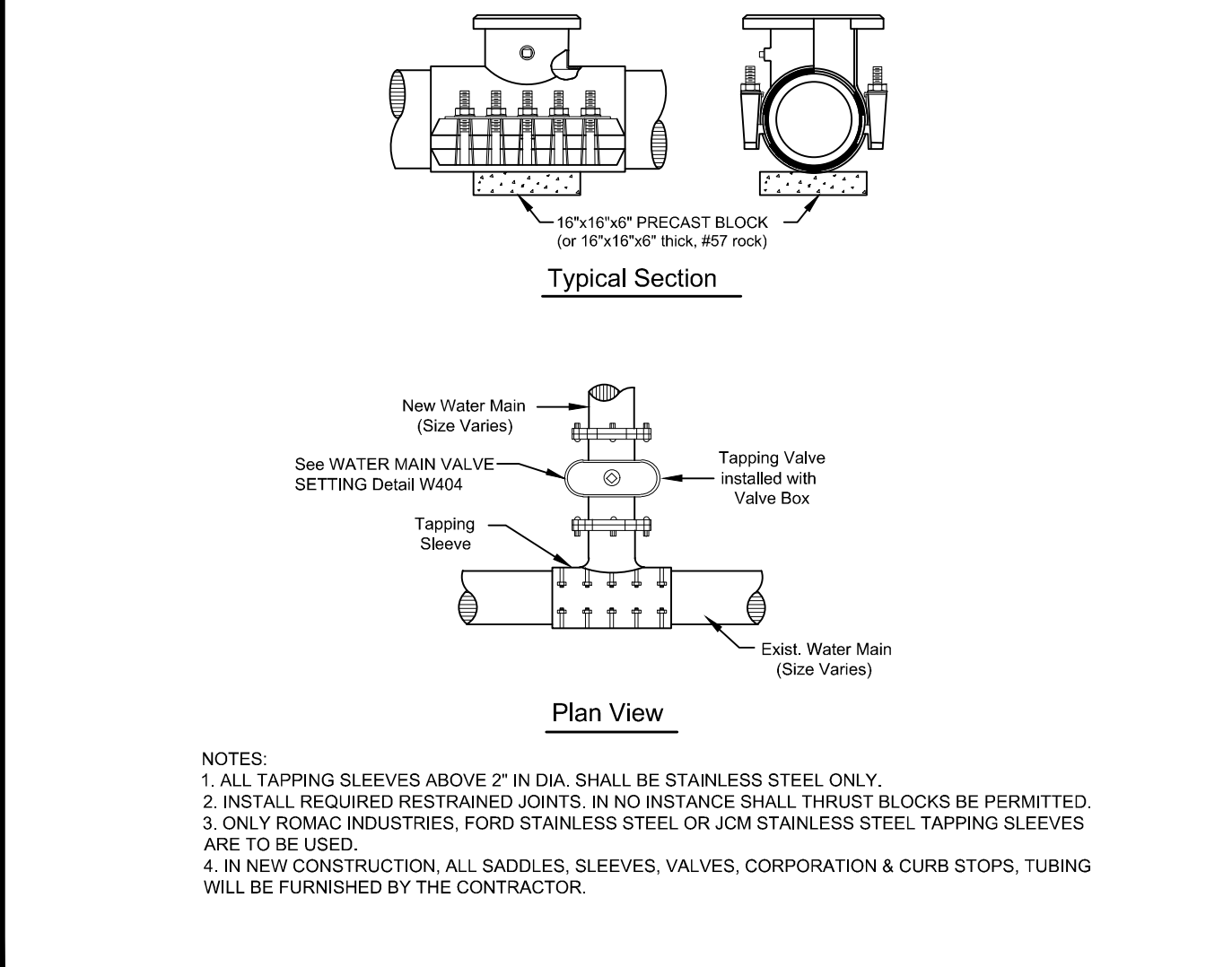
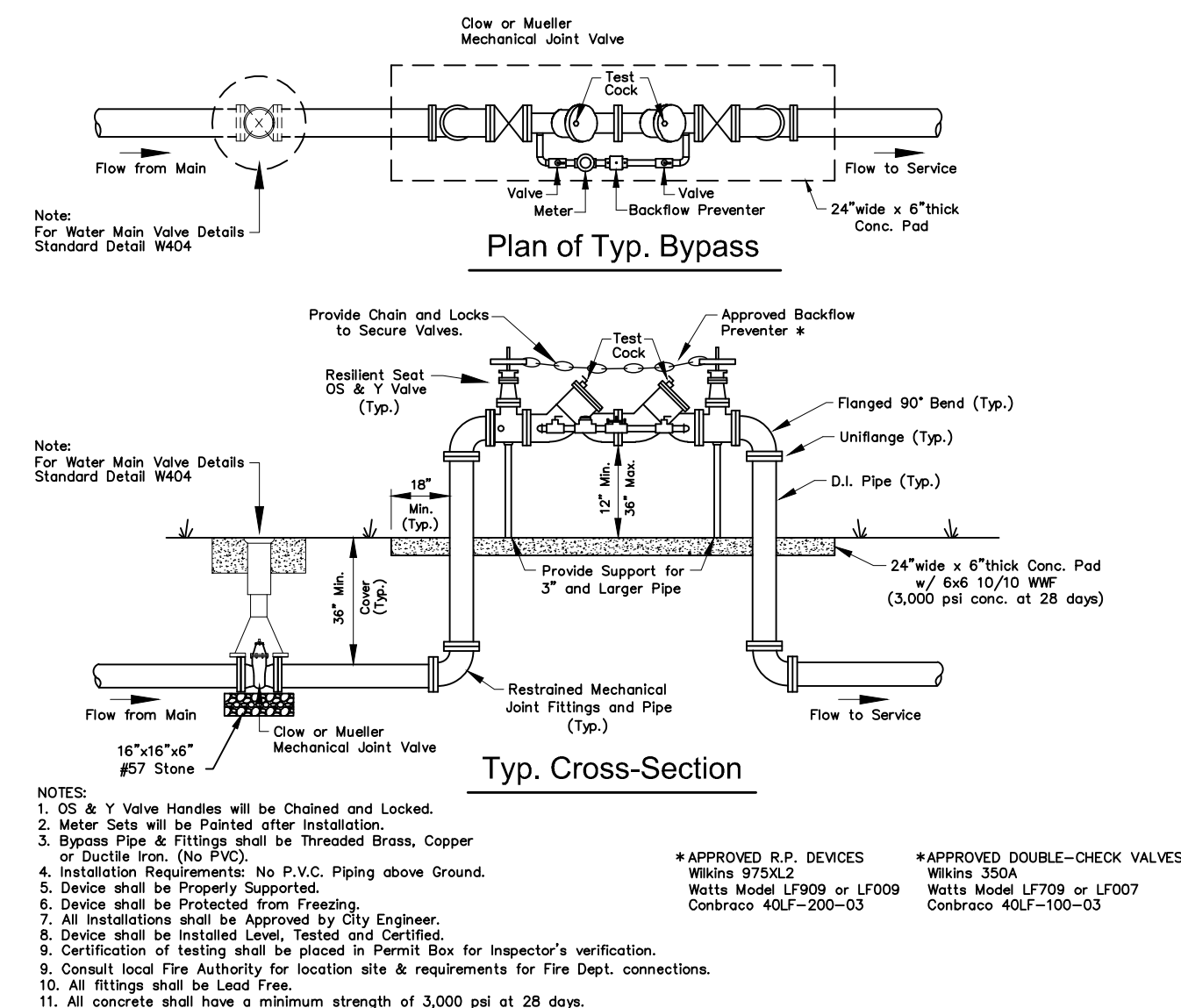
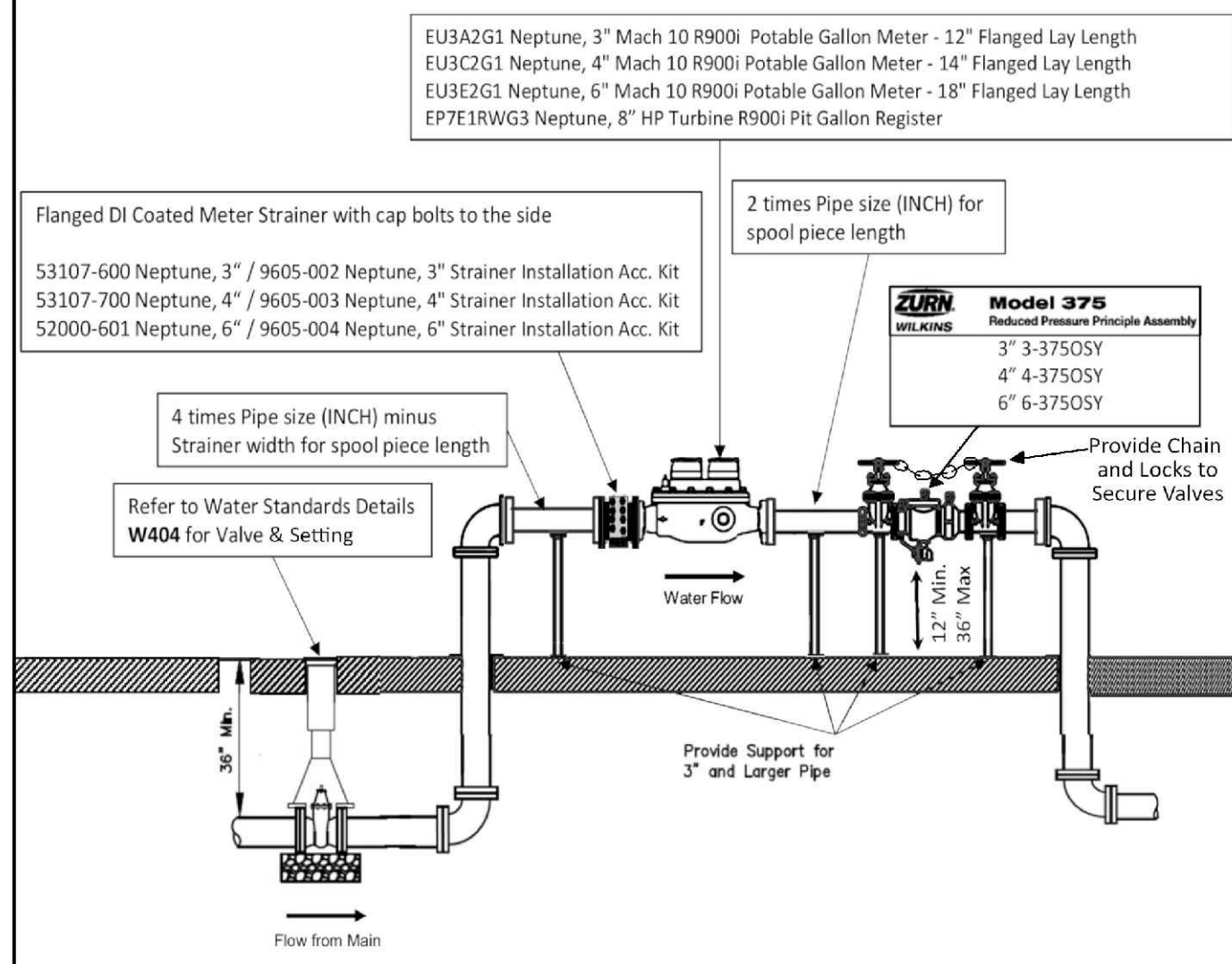
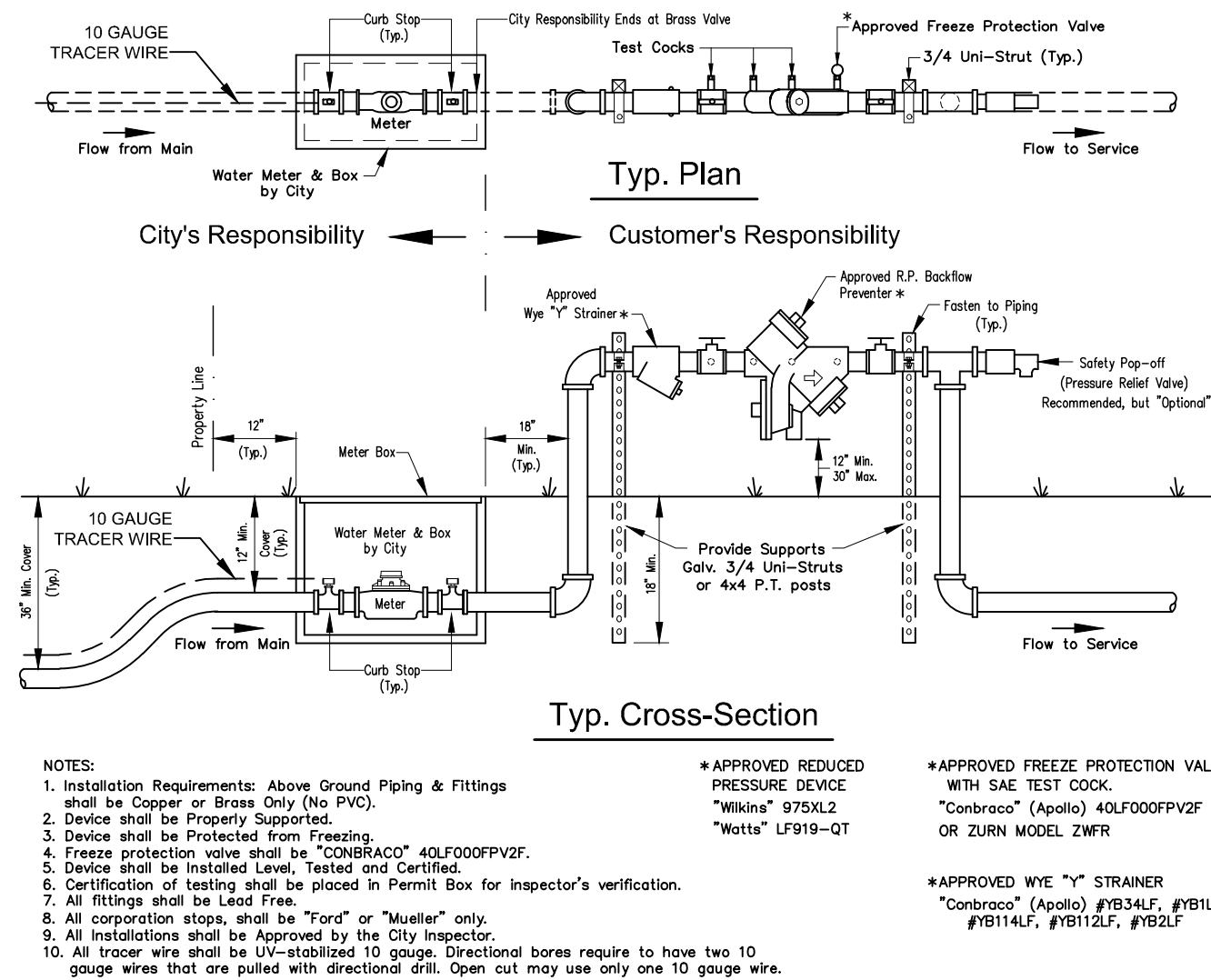


FLAT GRATE NOTES:
1. ALL DIMENSIONS IN INCHES UNLESS NOTED OTHERWISE.
2. GRATE MEETS H-20 LOAD RATING.
3. MATERIALS SHALL CONFORM TO ASTM A536 GRADE 70-50-05.
4. CASTINGS SHALL BE FURNISHED WITH BLACK PAINT.



DOMED GRATE NOTES:
1. ALL DIMENSIONS IN INCHES UNLESS NOTED OTHERWISE.
2. MATERIAL SHALL CONFORM TO ASTM A536 GRADE 70-50-05.
3. CASTINGS SHALL BE FURNISHED WITH BLACK PAINT.





CITY DETAILS

FOR

NEW YORK AVE APARTMENTS

CITY OF DELAND
FLORIDA

BLUE IAN, LLC
180 FOUNTAIN PKWY N.
ST. PETERSBURG, FL 33716

ENGINEER IN CHARGE:

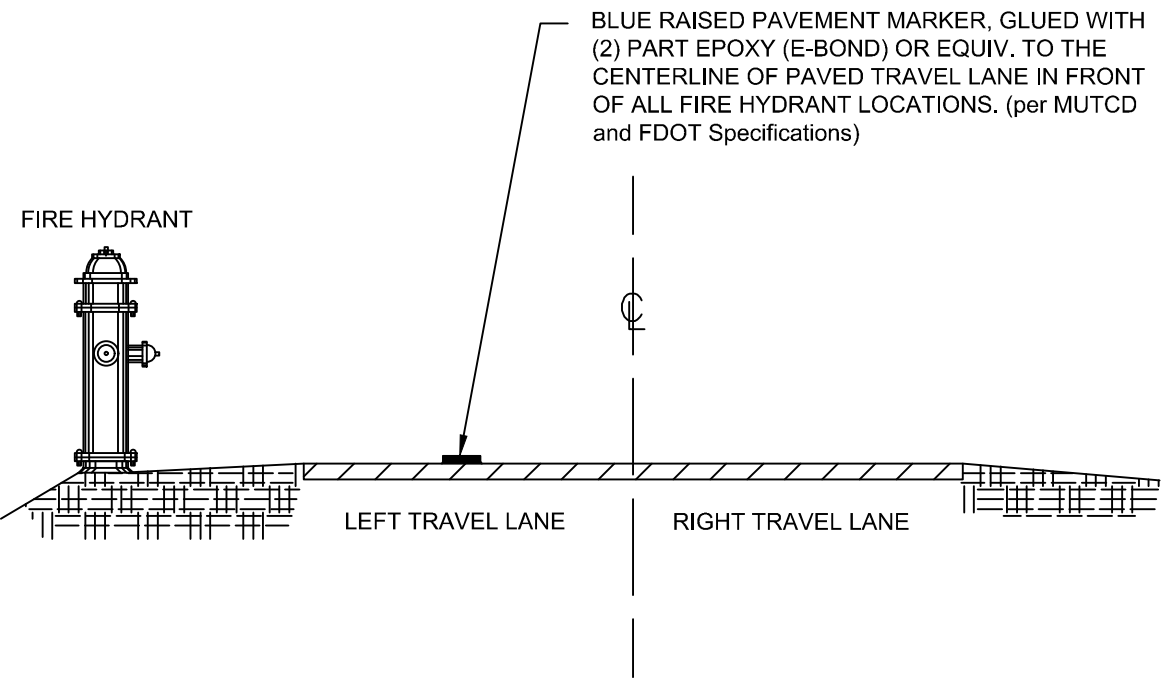
DAVID A. STOKES, P.E. #66527

January 4, 2024

CERTIFICATE OF AUTHORIZATION NO. CA-0007723

1	09/03/28 0900SEKARE-UTUPOMAFUS SET
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
	DATE REVISIONS

JOB # _____ 23201
DATE: _____ 12/4/23
SCALE: _____ N.T.S.
DESIGNED BY: _____ TRF
DRAWN BY: _____ TRF
APPROVED BY: _____ DAS



DATE: 11/07/2022 REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT LOCATION W423
City of DeLand - Standard Details

Approved Ford Valve for Service Lines

1" SERVICE

Pack Joint for Copper or Plastic Tubing (CTS) Inlet by Meter Swivel Nut



CATALOG NUMBER	VALVE SIZE	SERV. LINE SIZE	METER SIZE	APPROX. Wt. Lbs.
B43-211W-NL	5/8"	1/2"	5/8"	1.4
B43-212W-NL	5/8"	1/2"	5/8"x3/4" & 3/4"	1.5
►► B43-231W-NL	5/8"	3/4"	5/8"	1.6
►► B43-232W-NL	5/8"	3/4"	5/8"x3/4" & 3/4"	1.7
► B43-331W-NL	3/4"	3/4"	5/8"	2.1
►► B43-332W-NL	3/4"	3/4"	5/8"x3/4" & 3/4"	2.4
►► B43-334W-NL	3/4"	3/4"	1"	2.3
► B43-341W-NL	3/4"	1"	5/8"	2.7
►► B43-342W-NL	3/4"	1"	5/8"x3/4" & 3/4"	2.4
►► B43-344W-NL	3/4"	1"	1"	2.7
►► B43-444W-NL	1"	1"	1"	3.2
B43-454W-NL	1"	1-1/4"	1"	3.4

2" SERVICE

Pack Joint for Copper or Plastic Tubing (CTS) by Female Iron Pipe Thread

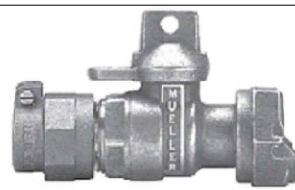


CATALOG NUMBER	VALVE SIZE	CTS END	FIP END	APPROX. Wt. Lbs.
►► B41-333-NL	3/4"	3/4"	3/4"	2.0
►► B41-334-NL	3/4"	3/4"	1"	2.1
►► B41-343-NL	3/4"	1"	3/4"	2.2
►► B41-344-NL	3/4"	1"	1"	2.4
◆ BL41-344-4-875-NL	3/4"	1"	1"	3.1
►► B41-444-NL	1"	1"	1"	2.8
◆ B41-454-NL	1"	1-1/4"	1"	3.2
◆ B41-455-NL	1"	1-1/4"	1-1/4"	3.7
◆ B41-555-NL	1-1/4"	1-1/4"	1-1/4"	5.6
◆► B41-666-NL	1-1/2"	1-1/2"	1-1/2"	7.0
B41-677-NL	1-1/2"	2"	2"	9.6
◆►► B41-777-2NL	2"	2"	2"	13.1

DATE: 11/07/2022 VALVE FOR WATER AND RECLAIM SERVICE LINE W424
City of DeLand - Standard Details

Approved Muller Valve for Service Lines

1" SERVICE



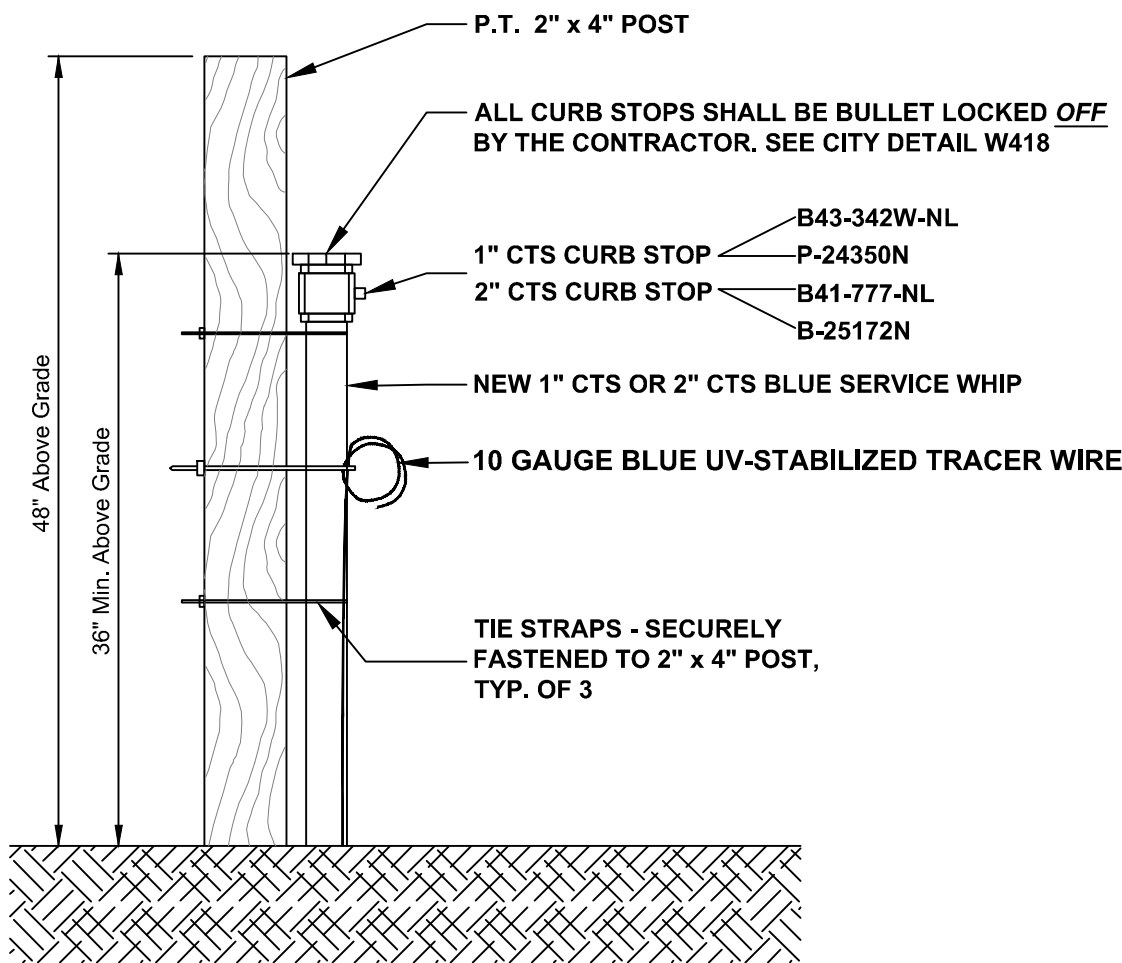
P-24350N

Mueller 300 Ball Straight Meter Valve
Mueller Pack Joint Connection for CTS O.D.* tubing x meter swivel nut**.
Quarter turn check - lock wing. 360° turn option available by adding -3 suffix to catalog number.
Example: P-24350-3

Catalog size	3/4"x5/8" R †	3/4" R †	3/4"	5/8"x3/4"x1"	1" R †	1"
Meter size	5/8"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	5/8"x3/4", 3/4"	1"	1"
Tubing size	3/4"	3/4"	3/4"	1"	1"	1"

2" SERVICE

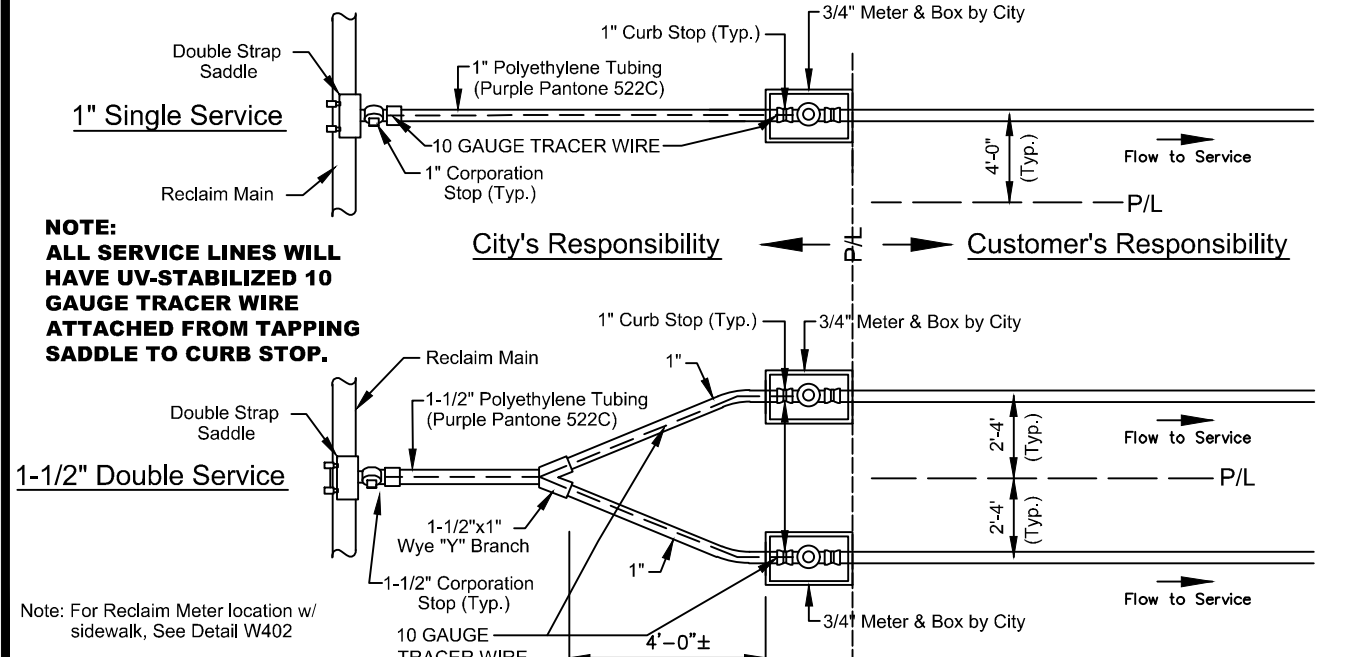
DATE: 11/07/2022 VALVE FOR WATER AND RECLAIM SERVICE LINE W425
City of DeLand - Standard Details



DATE: 11/07/2022 NEW POTABLE SERVICE WHIP W426
City of DeLand - Standard Details

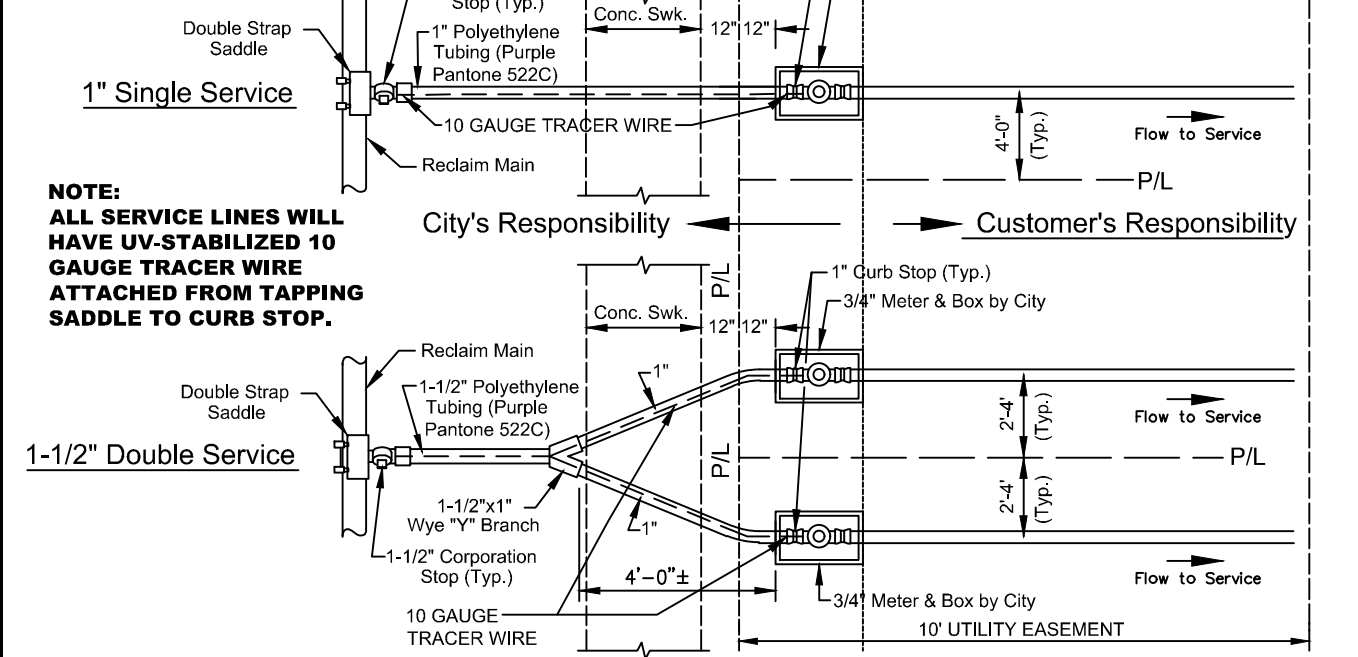
NO.	DATE	REVISIONS
1	01/03/24	ISSUE FOR DESIGN DEVELOPMENT PLAN SET
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

- 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 D2737, (PURPLE) POLYETHYLENE TUBING.
 12. ALL BRASS FITTINGS SHALL BE LEAD FREE.
 13. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
 14. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN A 3 FT. RADIUS FOR SERVICE ACTIVITY.
 15. METER BOX SHOULD HAVE A 2'X2'6" CLEARANCE AROUND IT.

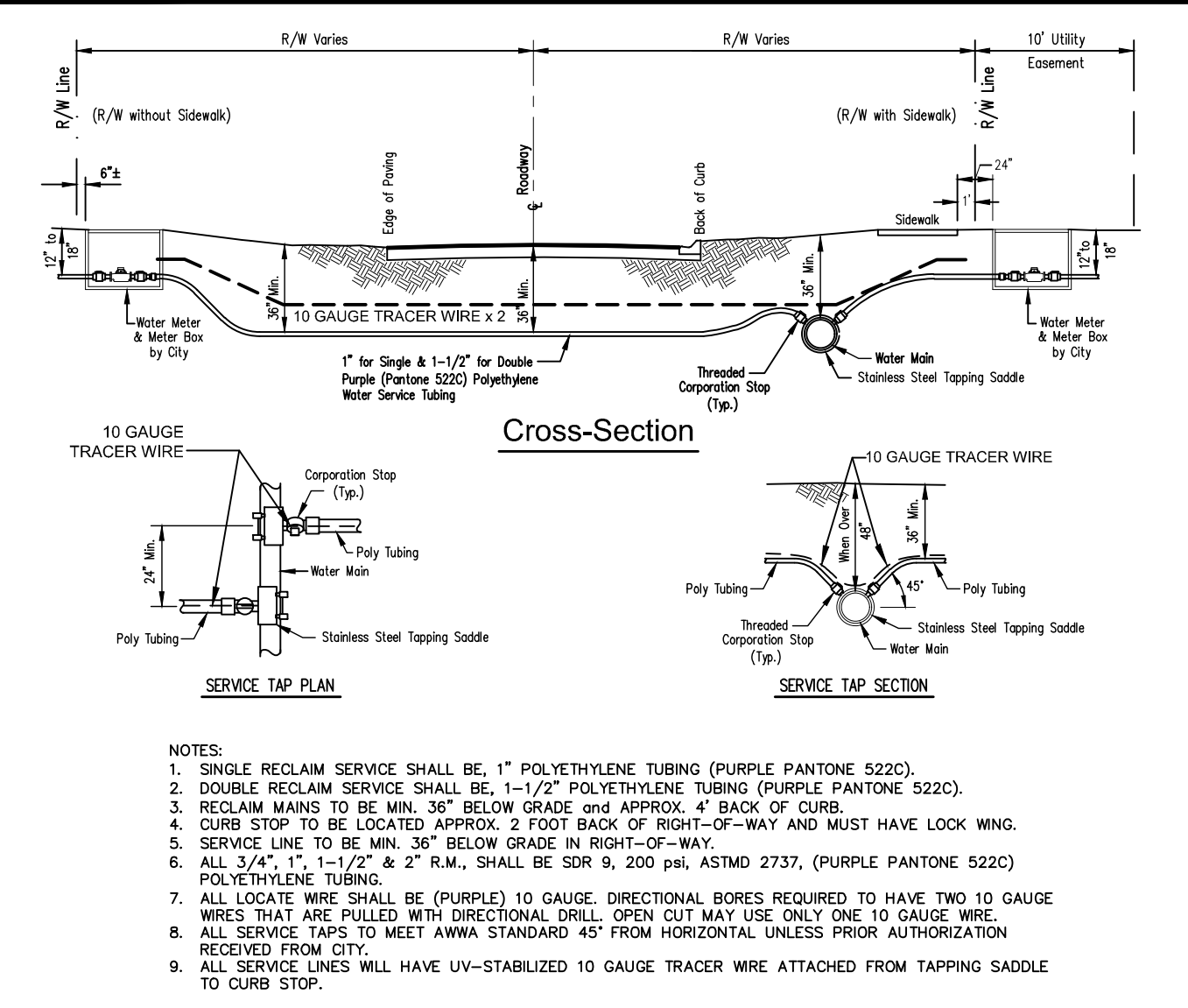


DATE: 11/07/2022 RECLAIM MAIN SERVICE CONNECTION R401
City of DeLand - Standard Details

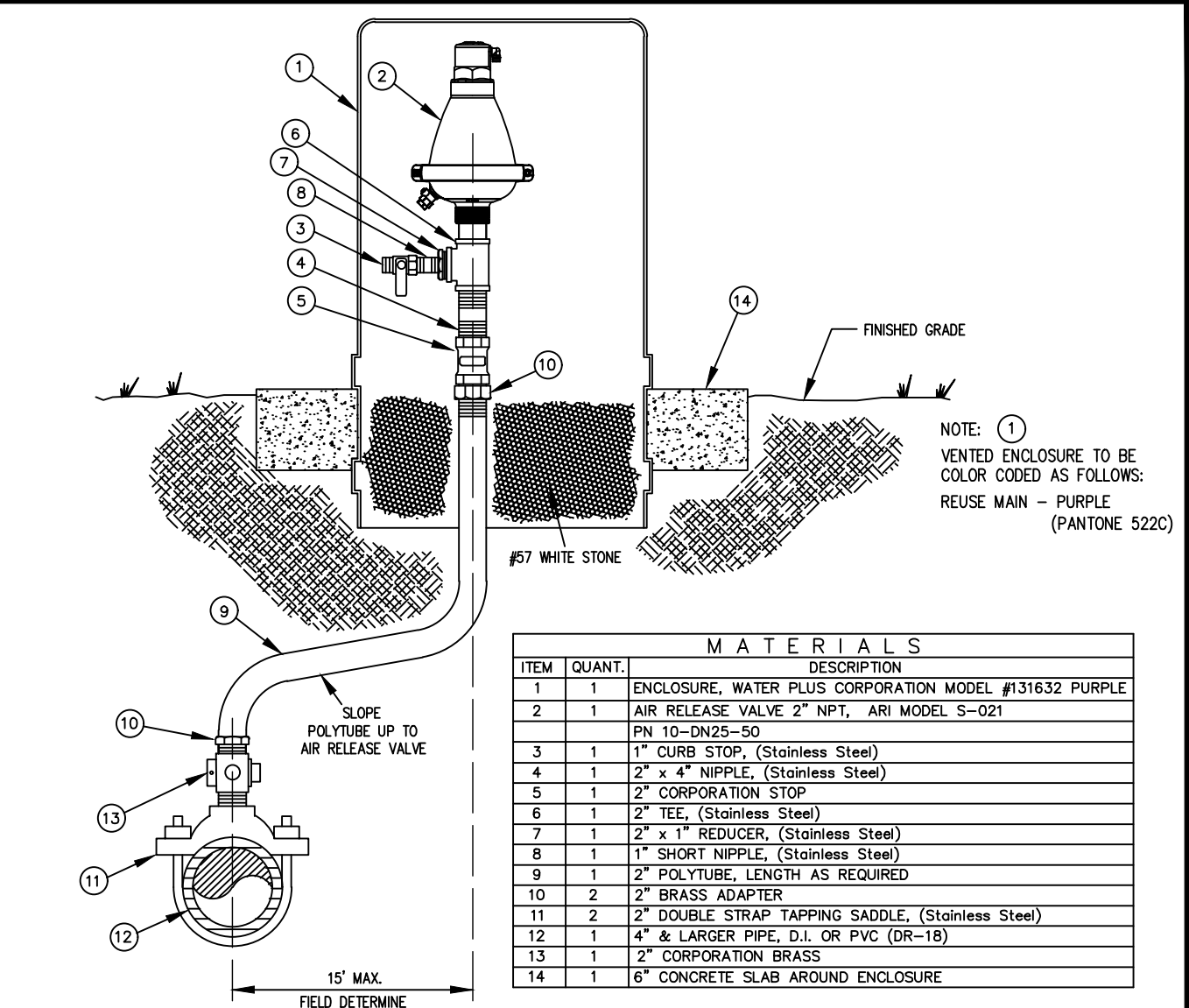
- NOTES:
1. RECLAIM MAINS TO BE ON SOUTH OR WEST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
 2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE BUILT 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 D2737, (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 2'X2'6" CLEARANCE AROUND IT.



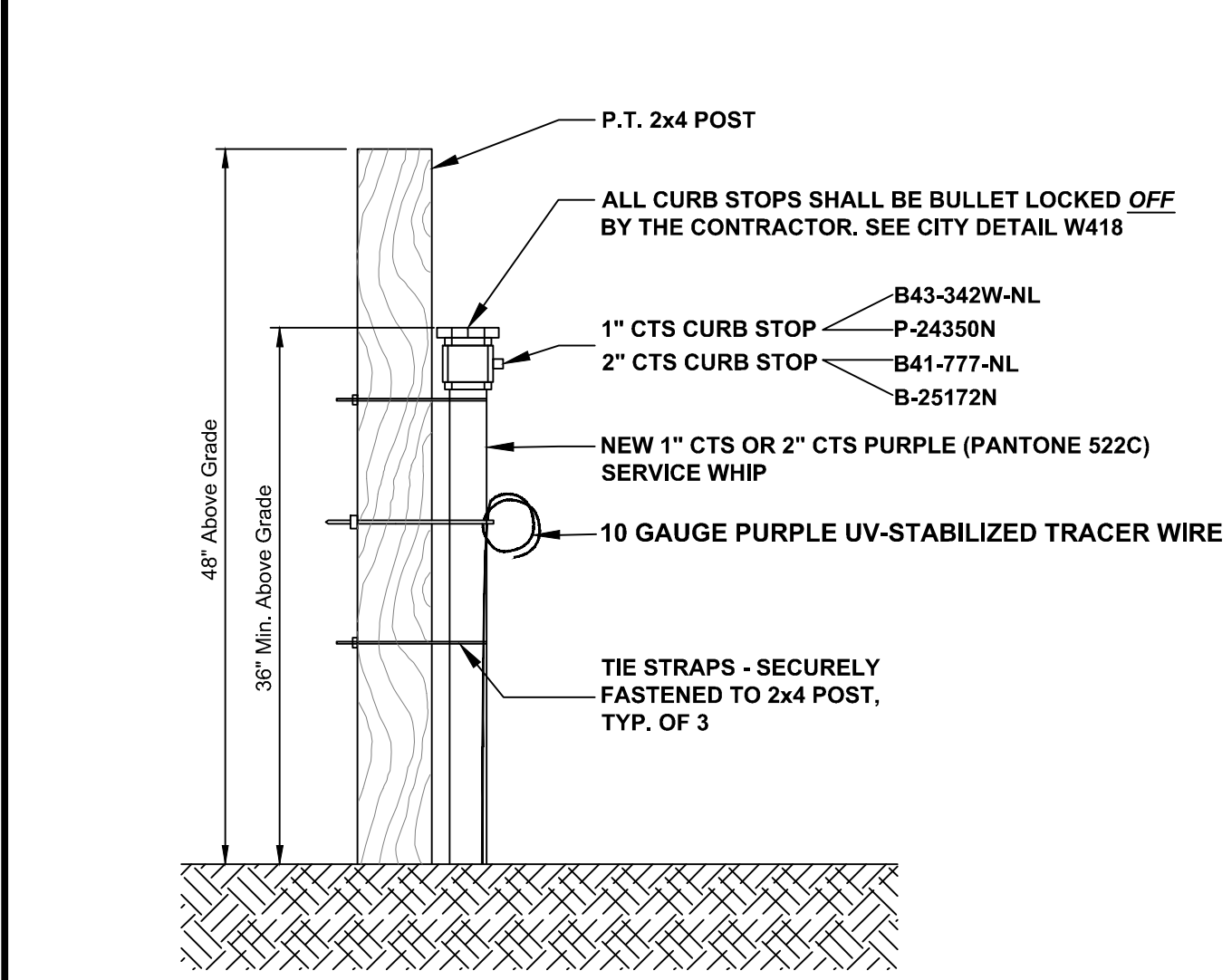
DATE: 11/07/2022 RECLAIM MAIN SERVICE CONN. WITH SIDEWALK R402
City of DeLand - Standard Details



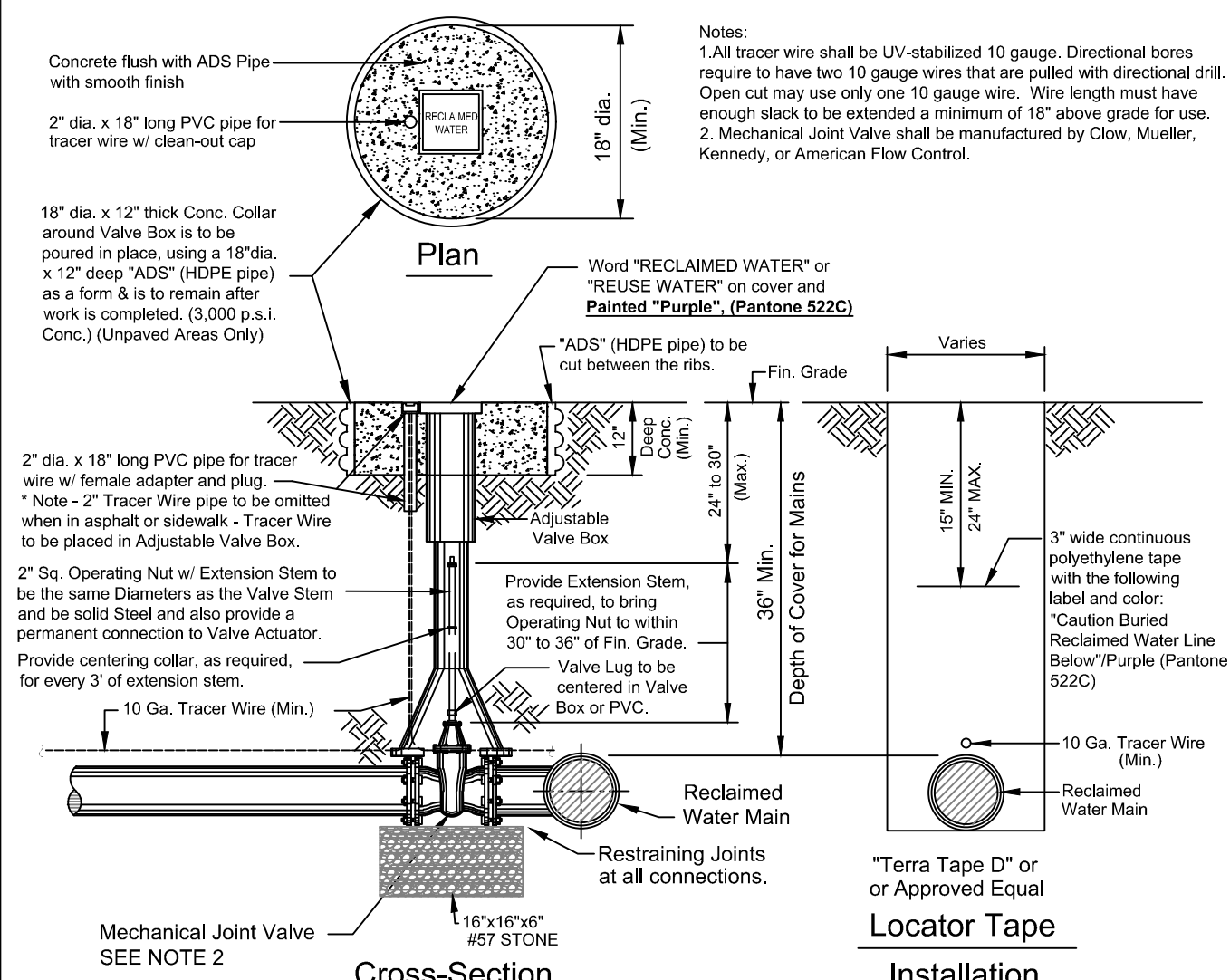
DATE: 11/07/2022 RECLAIM MAIN SERVICE LINES R403
City of DeLand - Standard Details



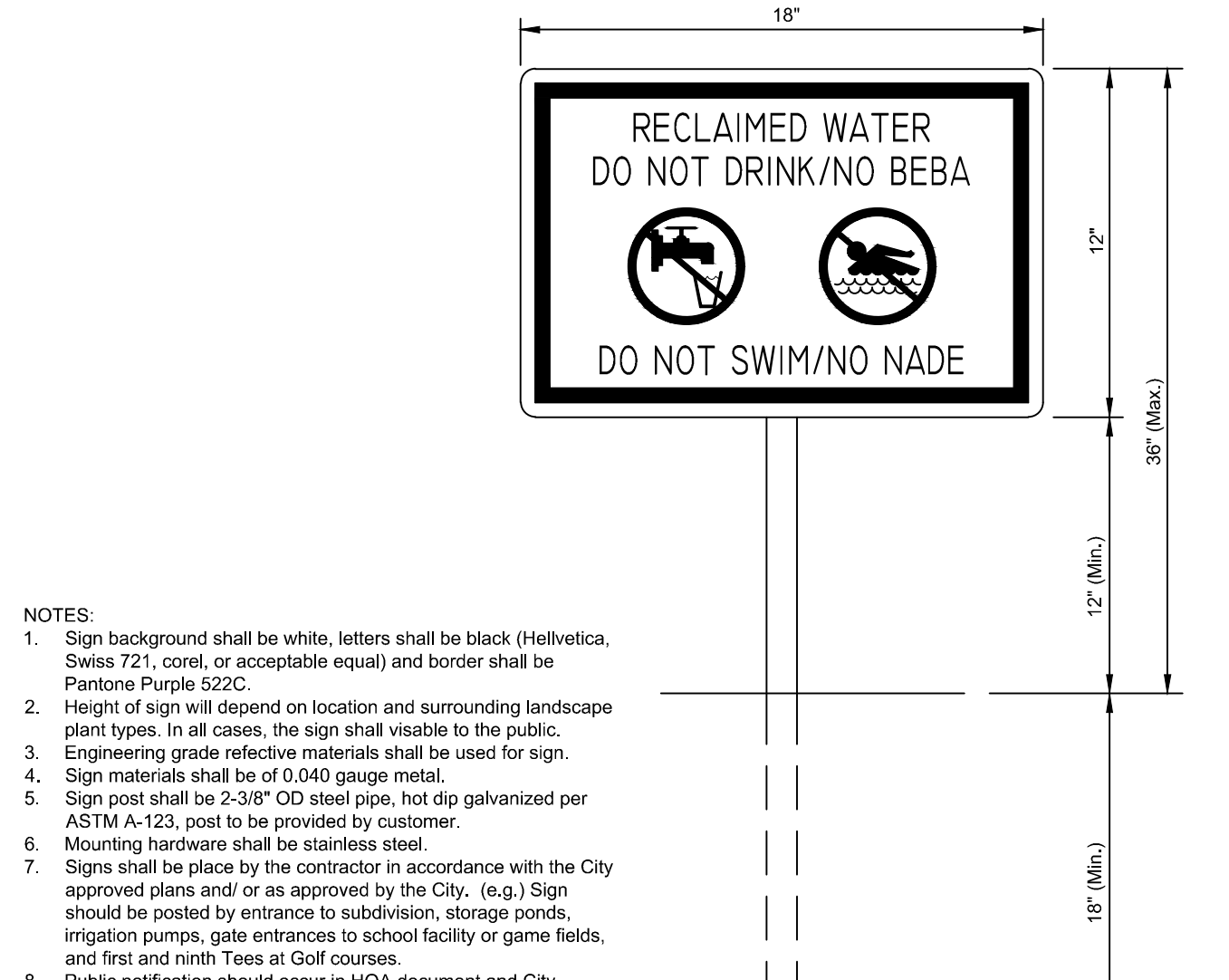
DATE: 11/07/2022 OFFSET AIR RELEASE VALVE R421
City of DeLand - Standard Details



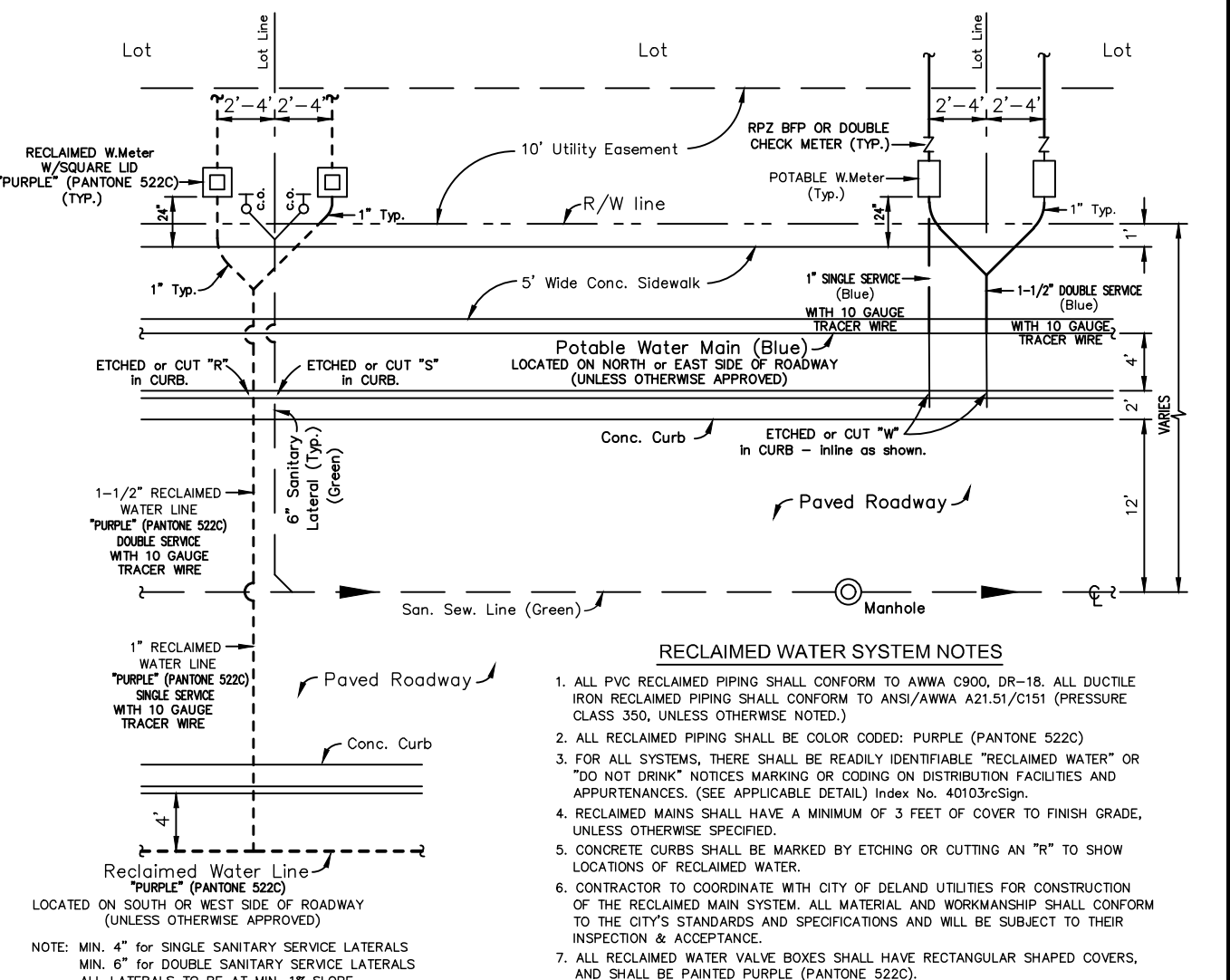
DATE: 11/07/2022 NEW SERVICE WHIP R426
City of DeLand - Standard Details



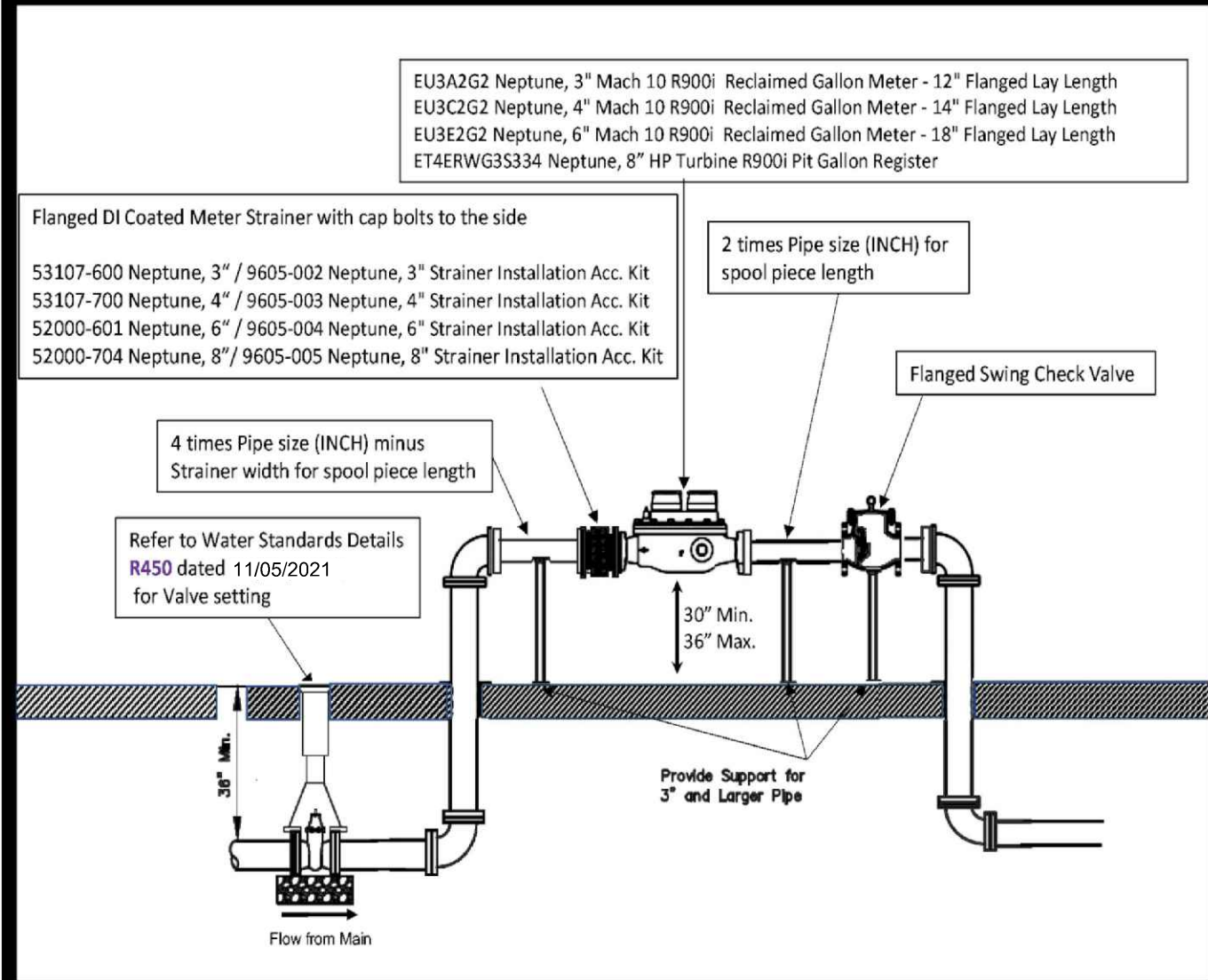
DATE: 11/07/2022 RECLAIMED WATER VALVE SETTING R450
City of DeLand - Standard Details



DATE: 11/07/2022 RECLAIMED WATER SIGNAGE R451
City of DeLand - Standard Details



DATE: 11/07/2022 RECLAIMED WATER SYSTEM LAYOUT R452
City of DeLand - Standard Details



DATE: 11/07/2022 3" AND ABOVE RECLAIMED METER SET R453
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. THE CONTRACTOR 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 CONTRACTORS 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 3409 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A WIRON 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 5317, 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 ENDOCORE 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 (AWWA C-509) 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 522C) 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: 11/07/2022 RECLAIMED WATER NOTES - 1 OF 3 R460
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 ENCASMENT 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 STANDARDS. THE RECLAIMED LINES WILL THEN BE DISINFECTED WITH CHLORINE, FLUSHED CLEAR AGAIN.
16. THE CONTRACTOR SHALL BE REQUIRED TO DIG 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 522C) 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. METALGUS, 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 THURST 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-BUILTS" 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 522C) COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE PANTONE 522C 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. RECLAIM 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: 11/07/2022 RECLAIMED WATER NOTES - 2 OF 3 R461
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 REQUIRED 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.
32. 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).
33. 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.
34. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
35. RECLAIMED WATER HYDRANTS ARE NOT ALLOWED BY THE CITY.
36. 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.
37. 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.
38. TYPICALLY, THE CITY PREFERENCES 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.
39. ALL RECLAIMED WATER VALVE BOXES SHALL HAVE RECTANGULAR SHAPED COVERS, AND SHALL BE PAINTED "PURPLE" (PANTONE 522C) AND LABELED REUSE OR RECLAIM.
40. NO DIRECTIONAL BORES ON FRIDAYS, WEEKENDS OR HOLIDAYS. PULL BACKS ARE ALLOWED.

DATE: 11/07/2022 RECLAIMED WATER NOTES - 3 OF 3 R462
City of DeLand - Standard Details



CITY DETAILS
FOR
NEW YORK AVE APARTMENTS
FLORIDA
CITY OF DELAND

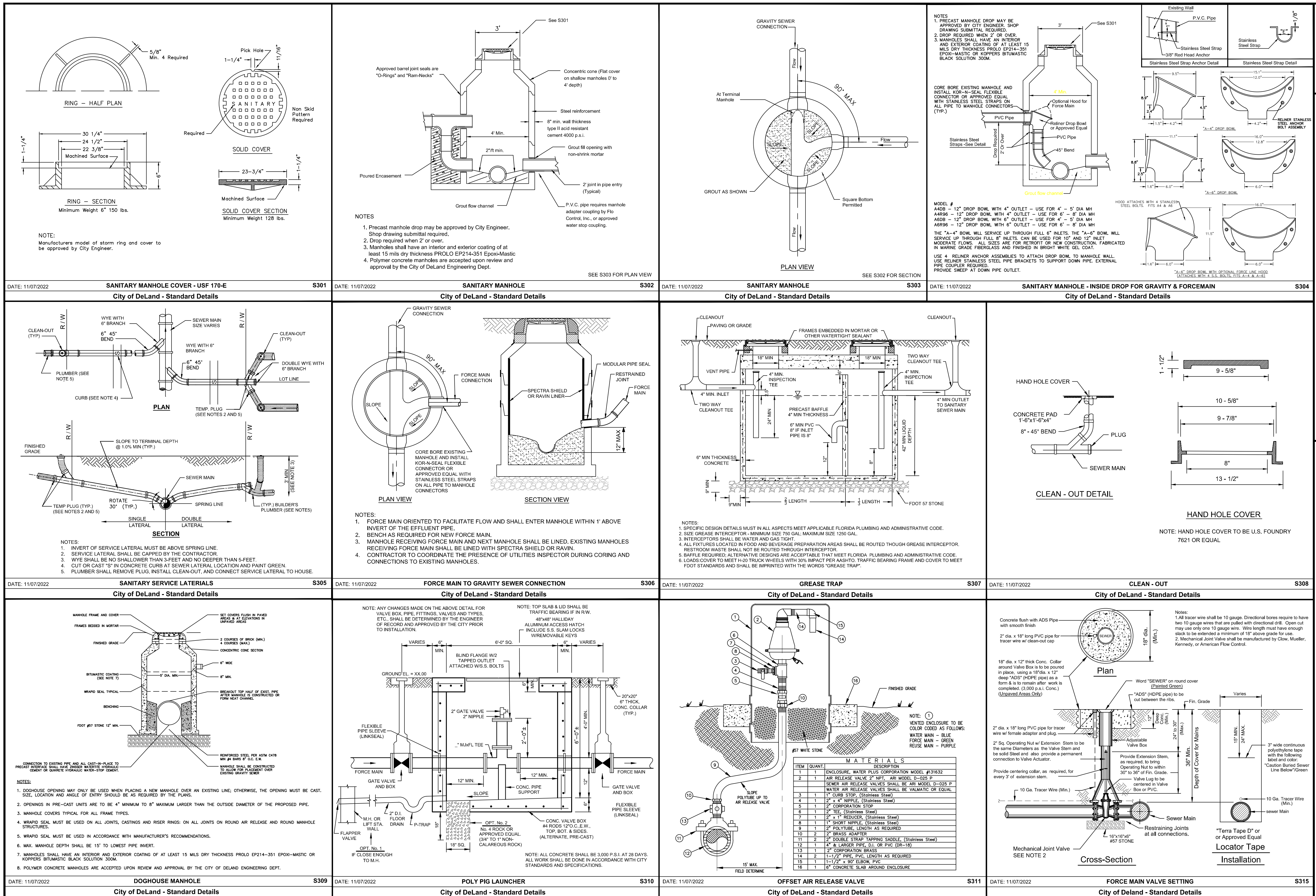
BLUE IAN, LLC
180 FOUNTAIN PKWY. N.
ST. PETERSBURG, FL 33716

ENGINEER IN CHARGE:
DAVID A. STOKES, P.E. #66527
January 4, 2024
CERTIFICATE OF AUTHORIZATION NO. CA-0007723
City of DeLand - Standard Details

DATE	REVISIONS
10/03/24	1.00
10/03/24	1.01
10/03/24	1.02
10/03/24	1.03
10/03/24	1.04
10/03/24	1.05
10/03/24	1.06
10/03/24	1.07
10/03/24	1.08
10/03/24	1.09
10/03/24	1.10
10/03/24	1.11
10/03/24	1.12
10/03/24	1.13
10/03/24	1.14
10/03/24	1.15
10/03/24	1.16
10/03/24	1.17
10/03/24	1.18
10/03/24	1.19
10/03/24	1.20
10/03/24	1.21
10/03/24	1.22
10/03/24	1.23
10/03/24	1.24
10/03/24	1.25
10/03/24	1.26
10/03/24	1.27
10/03/24	1.28
10/03/24	1.29
10/03/24	1.30
10/03/24	1.31
10/03/24	1.32
10/03/24	1.33
10/03/24	1.34
10/03/24	1.35
10/03/24	1.36
10/03/24	1.37
10/03/24	1.38
10/03/24	1.39
10/03/24	1.40
10/03/24	1.41
10/03/24	1.42
10/03/24	1.43
10/03/24	1.44
10/03/24	1.45
10/03/24	1.46
10/03/24	1.47
10/03/24	1.48
10/03/24	1.49
10/03/24	1.50
10/03/24	1.51
10/03/24	1.52
10/03/24	1.53
10/03/24	1.54
10/03/24	1.55
10/03/24	1.56
10/03/24	1.57
10/03/24	1.58
10/03/24	1.59
10/03/24	1.60
10/03/24	1.61
10/03/24	1.62
10/03/24	1.63
10/03/24	1.64
10/03/24	1.65
10/03/24	1.66
10/03/24	1.67
10/03/24	1.68
10/03/24	1.69
10/03/24	1.70
10/03/24	1.71
10/03/24	1.72
10/03/24	1.73
10/03/24	1.74
10/03/24	1.75
10/03/24	1.76
10/03/24	1.77
10/03/24	1.78
10/03/24	1.79
10/03/24	1.80
10/03/24	1.81
10/03/24	1.82
10/03/24	1.83
10/03/24	1.84
10/03/24	1.85
10/03/24	1.86
10/03/24	1.87
10/03/24	1.88
10/03/24	1.89
10/03/24	1.90
10/03/24	1.91
10/03/24	1.92
10/03/24	1.93
10/03/24	1.94
10/03/24	1.95
10/03/24	1.96
10/03/24	1.97
10/03/24	1.98
10/03/24	1.99
10/03/24	2.00

JOB # 23201
DATE: 12/4/23
SCALE: N.T.S.
DESIGNED BY: TRF
DRAWN BY: TRF
APPROVED BY: DAS

C913













TOWERS & CORBELS



WINDOW OVERHANGS



WINDOW PATTERN & ARCHED ELEMENTS



TOWER, DECORATIVE
TRELLIS FEATURE



STOREFRONT WINDOW
PATTERN & SYMMETRY



WINDOW
PATTERN &
ARCHED
ELEMENTS



WINDOW OVERHANGS
& DECORATIVE TRELLIS

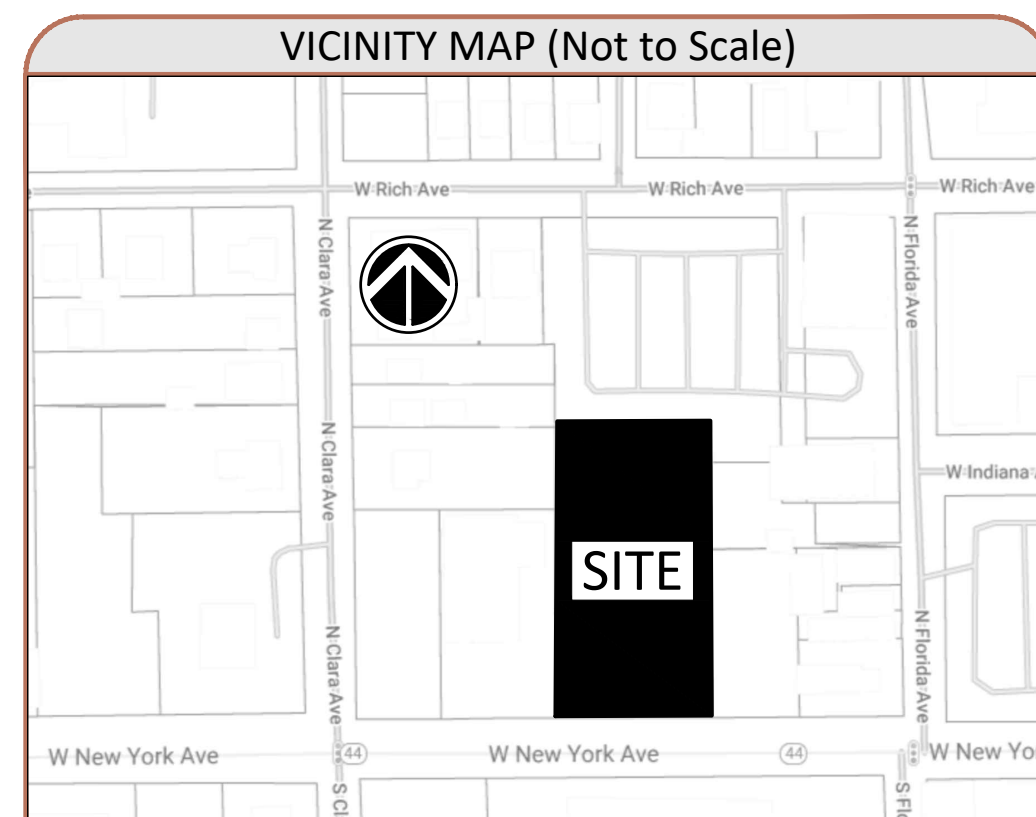
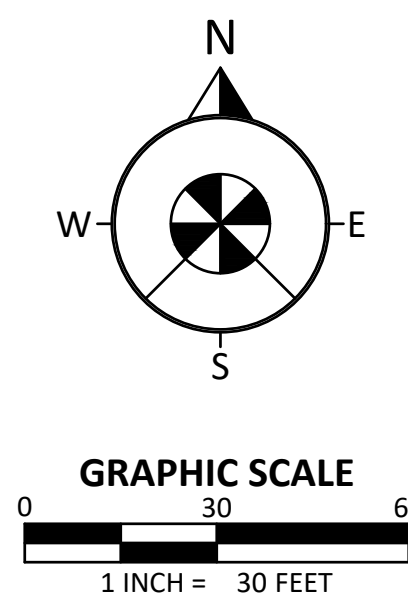
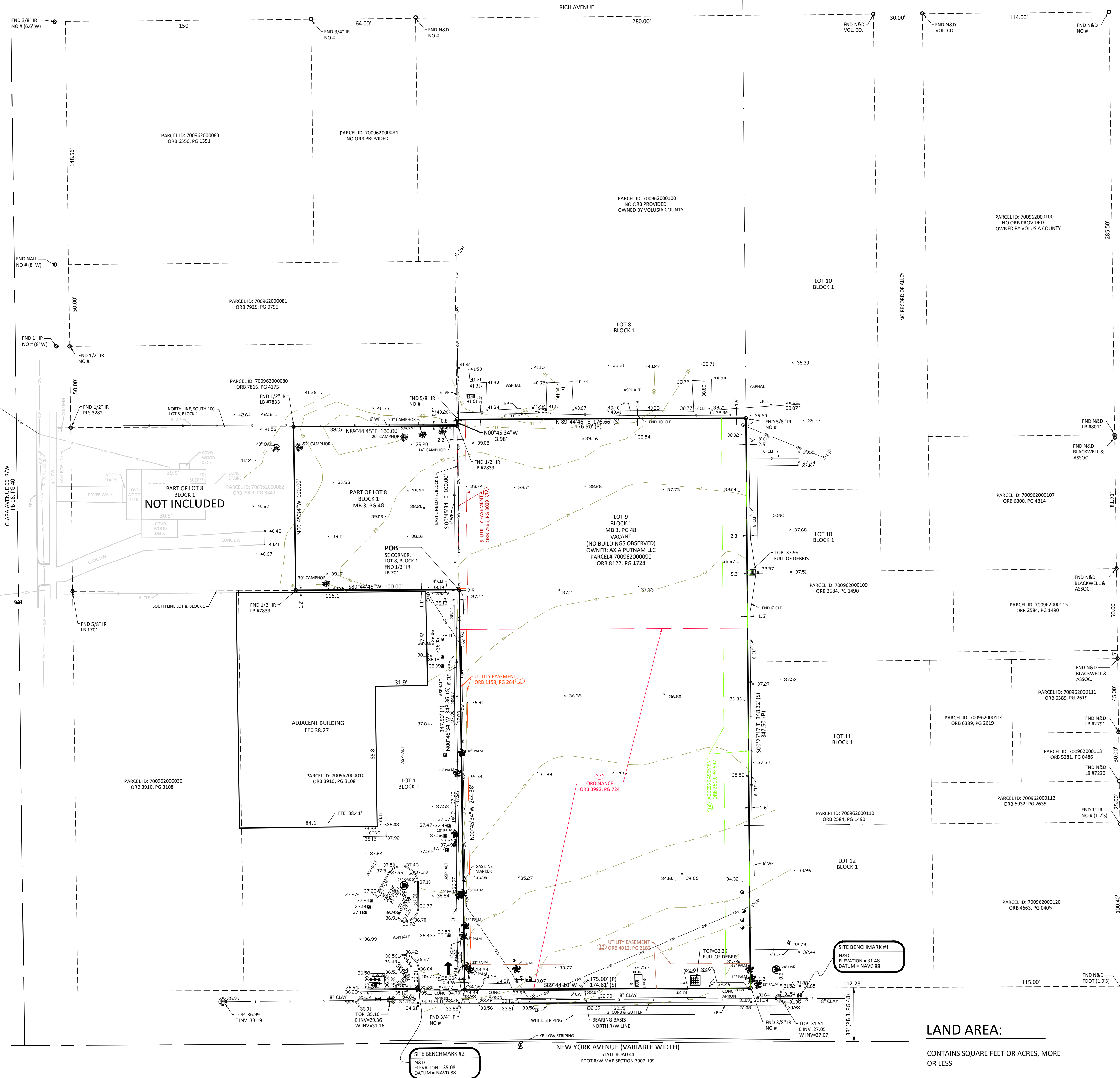


TOWERS & CORBELS



STOREFRONT WINDOW
PATTERN & SYMMETRY

BOUNDARY & TOPOGRAPHIC SURVEY



DESCRIPTION:

The East 100.00 feet of the South 100 feet of the West 237.5 feet of Lot 8, Assessor's Subdivision of Block 1, Roger's Deland, according to the map thereof recorded in Map Book 16, Page 40, of the Public Records of Volusia County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 8, Block 1; run thence S89°44'45"W, along the South line of said Lot 8, a distance of 100.00 feet; thence N00°45'34"W, a distance of 100.00 feet to the North line of the South 100 feet of said Lot 8; thence N89°44'45"E along said North line, a distance of 100.00 feet to the East line of said Lot 8; thence S00°45'34"E, along said East line, a distance of 100.00 feet to the Point of Beginning.

And
 Lot 9, Assessor's Subdivision of Block 1, Roger's Deland, a subdivision according to the plat
 thereof recorded at Plat Book 3, Page 48, in the Public Records of Volusia County, Florida

GENERAL SURVEY NOTES:

1. BEARING STRUCTURE IS BASED ON THE MONUMENTED NORTH R/W LINE OF NEW YORK AVENUE; BEING: S89°44'10"W ASSUMED.
2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE ORDERING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.
4. THIS SITE LIES IN ZONE X PER FLOOD INSURANCE RATE MAP NO. 12127C0470H, COMMUNITY NO. 120307, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA, EFFECTIVE 02/19/2014.
5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
6. THIS SURVEY WAS MADE WITH BENEFIT OF COMMITMENT FOR TITLE NO. 7222-6423577, EFFECTIVE: APRIL 21, 2023, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY. THE LEGAL DESCRIPTION SHOWN HEREON IS THE SAME AS THE LEGAL DESCRIPTION SET FORTH IN SCHEDULE A OF THE TITLE COMMITMENT REFERENCED HEREON.
7. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION T 474, BEING: 38.11 FEET, (NAVD 88), PUBLISHED BY NGS (NATIONAL GEODETIC SURVEY).
8. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD(83)-(2011)-(EPOCH 2010.0000), ESTABLISHED PER FDOT FPNR.

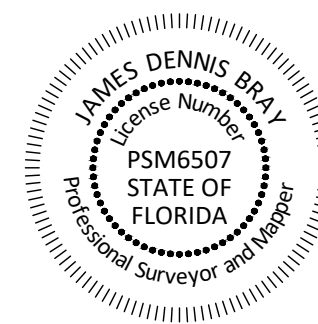
SCHEDULE B-II:

9. Easement granted to Florida Power Corporation by instrument recorded in Book 1158, Page 264.
(ON SUBJECT PROPERTY AS SHOWN HEREON)
10. Fence Boundary Agreement recorded in Book 1980, Page 1770.
(ON SUBJECT PROPERTY. THE LOCATION OF THE FENCE CANNOT BE DETERMINED BY THE DESCRIPTION IN THE RECORDED DOCUMENT)
11. Ordinance 94-36 Designating the Downtown Historic District recorded in Book 3992, Page 724.
(AS TO LOT 9, BLANKET IN NATURE OVER THE PORTION OF SUBJECT PROPERTY SHOWN HEREON.)
12. Easement granted to County of Volusia for Utilities by instrument recorded in Book 7566, Page 3029.
(ON SUBJECT PROPERTY AS SHOWN HEREON)
13. Easement granted to City of Deland by instrument recorded in Book 4012, Page 2182.
(ON SUBJECT PROPERTY AS SHOWN HEREON IN ITS APPROXIMATE LOCATION DUE TO POOR LEGIBILITY.)
14. Reciprocal Easement Agreement recorded in Book 2619, Page 946.
(ON SUBJECT PROPERTY AS SHOWN HEREON)

Certified to:

Blue Sky Communities, LLC, a Florida limited liability company;
First American Title Insurance Company;
Nelson Mullins Riley & Scarborough LLP

This Survey is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.



LEGEND

- [illegible]

ADDRESS:

225 W. NEW YORK AVE AND
125 N. CLARA AVENUE
DELAND, FL 32720

Job Information

JOB NO. 905773
CF NO. VLS-16-40-LOT8-BLK1-Update02
FIELD DATE: 09/29/2023
SCALE: 1" = 30'
DRAWN BY: GLT/DSK

Revisions

[illegible]

Altamax Surveying

910 Belle Avenue, Suite 1100

Casselberry, FL 32708
Phone: 407.677.9299

Phone: 407-677-0200
Licensed Business No. 7833

www.altamaxsurveying.com

Digitally signed
James D Bray

James B. Gray
DN: cn=James B. Gray,
c=US,c=Florida

c=US o=Florida
Date: 2023-11-0

James D. Bray PSM 650

James D. Bray PSM 630

SHEET 1 OF 1

SHEET 1 OF 1

Issues for record SP24-035**Job Address: 225 W NEW YORK AV, DELAND FL 32720****Job Description: Multi-family apartment unit project (concept plan review)**

Discipline	Status	Details	Attached To	Created By	Last Updated By	Modifications Required
Planning	Draft	Comprehensive Plan DOWNTOWN COMMERCIAL DESIGNATION Description: The Downtown designation is a generalized land use plan, which promotes the desirable development patterns outlined in the Downtown DeLand Redevelopment Plan (2005) and the Public Space and Parking Needs Analysis (2008). A map of the Downtown Designation is attached as a part of the Future Land Use Map. The principal land use characteristics include retail and office, the historic sector of Downtown, government complexes, and residential. General Type of Development: - o Central Business District (CBD) - principal commercial/retail area, restaurants, office, and free standing multifamily residential and multifamily residential above the first floor of nonresidential land uses up to 20 DU/A, residential units on the first floor of nonresidential land uses as an accessory use, but no single family residential. Includes the historic downtown sector. - o Government Complex - institutional and office, for City and County services. - o Mixed use of commercial and office, high-density residential, and public spaces (parks). Policy Guidelines: Land uses shall be mixed whenever possible to provide diversity. Major categories should include institutional/governmental office, commercial and retail, cultural, and residential. New developments shall be coordinated, even among separate developers, in order to develop a site/structure unity. In general, retail commercial uses shall be encouraged on the ground floors that front on to streets. Offices and residential should be encouraged to locate above the active ground floor. Uses on the boundary of the downtown district shall be compatible with adjacent uses, and shall be developed in a manner which complements each other. Other plans and principles regarding circulation, public services, and open space/landscape of the Downtown Development Plan shall be utilized as policy guidelines for the downtown. In an effort to increase density in the Downtown, residential density within the DeLand Downtown boundary shall be calculated based on gross acreage for the entire district and not on an individual property basis. Total number of dwelling units within said district shall not exceed a total of 2,777 units, which is the amount permitted under the 2008 City of DeLand Comprehensive Plan land use designations. Non-residential growth within the Downtown shall be regulated in phases, and maximum intensity shall be calculated for the district as a whole, not on an individual property basis. The first phase of growth shall be limited to the amount of non-residential intensity		Carol Kuhn	Carol Kuhn	Yes

Discipline	Status	Details	Attached To	Created By	Last Updated By	Modifications Required
		currently permitted under the 2008 City of DeLand Comprehensive Plan land use designations: 6,204,065 square feet.				
		33-05.02. Responsibility for interpretation. In the event that any question arises concerning the application of regulations, performance standards, definitions, development criteria, or any other provision of this chapter, the planning director shall be responsible for interpretation and shall look to the city Comprehensive Plan for guidance. Responsibility for interpretation by the director shall be limited to standards, regulations and requirements of this chapter, but shall not be construed to include interpretation of any technical codes adopted by reference in this chapter, nor be construed as overriding the responsibilities given to any commission, board or official named in other sections or articles of this chapter.				
Planning	Draft	Traffic & Site Circulation 1. Site access is through a proposed shared access drive on New York (FDOT right-of-way). A recorded cross access easement shall be provided prior to the final approval of the site plan. 2. A Traffic Memo shall be provided with the site plan submittal.		Carol Kuhn	Carol Kuhn	Yes
Planning	Draft	Stormwater A drainage report shall be submitted with the site plan. This area is prone to flooding. Low Impact Development Standards must be used.		Carol Kuhn	Carol Kuhn	Yes
Planning	Draft	Lighting 1. A photometric plan is required. Off-site areas shall be shielded from offensive or excessive illumination. Illumination from any light source onto adjacent properties or into the public right-of-way shall not exceed 0.5-foot candles (33-94.03(g)2). 2. All lighting shall be down cast and be full cutoff (33-94.03(g)9).		Carol Kuhn	Carol Kuhn	Yes
Planning	Draft	Landscaping 1. A landscape plan must be provided with the site plan submittal. 2. The submittal indicates that the site will be irrigated with well water. Use of City reclaimed water is required.		Carol Kuhn	Carol Kuhn	Yes
Planning	Draft	Architecture The proposed building shall comply with section 33-94. Since this site is located in the Historic District and the Downtown Support District, a Certificate of Appropriateness is required. The concept plan will be informally reviewed by the Historic Preservation Board (HPB). This is not a formal submittal or review for the Certificate of Appropriateness, but it will provide the applicant with an opportunity to gather comments from the HPB. Once the formal site plan application is submitted, the applicant must also submit a formal application for a Certificate of Appropriateness. A preliminary review of the architecture is provided below. Once a formal site plan application (with building elevations, colors, materials, etc.) is provided, the application will be reviewed for consistency with the Community Design Standards by the City's architect. 1. The building mass and scale needs to be broken up – "buildings in established areas shall be designed for a compatible relationship to the existing surrounding neighborhood.		Carol Kuhn	Carol Kuhn	Yes

Discipline	Status	Details	Attached To	Created By	Last Updated By	Modifications Required
		Structures shall utilize similar architectural style, character, massing, materials, color, or other elements so as to relate to the surrounding neighborhood.” (Section 33-94.03(b)3). This site is located near 1, 2 and 3 story buildings. 2. The building should provide transitions between the adjacent buildings and the building mass shall be varied by height and width so it appears to be divided into distinct massing elements and architectural details can be viewed from a pedestrian view point.” (Section 33-94.03(b)4.b). The massing of a 5-story building is out of character with the area. The historic Putnam Hotel stepped back the height of the building to maintain a pedestrian scale at the street. Please revise. 3. Variations in the roofline shall be used to add interest to and reduce the massing of the buildings. Please revise. 4. Building design shall have characteristics and elements that relate favorably to the pedestrian scale of the district (33-94.04(a)5). The 5-story building adjacent to the street does not relate to the pedestrian scale of the district. Please revise. 5. The architectural design of structures shall bear a complementary relationship to the existing architectural context of the surrounding area (similar or related architectural styling or character; similar or related massing, proportions and scale, along with the repetition of the relationship of solids and voids in the architectural design; similar or related fenestration treatment, relating to the repetition and rhythm of openings in exterior walls; similar or related architectural details and decorative treatments such as cornices and moldings, awnings, parapets, columns, colonnades, arcades, and arches; glazing at street level may be tinted, but shall not utilize reflective glass, Plexiglas, or similar (33-94.04(a)1). Please revise. 6. Preferred materials are: thick cementitious material brick, stone, split-faced concrete masonry, architectural concrete (stamped patterned and colored). The proposed building materials should be revised.				
Planning	Draft	Parking (33-91.03) 1.5 spaces per 1 bedroom; 2 spaces per 2 & 3 bedroom PLUS 0.5 spaces per unit for guest parking; Applicant is proposing 76 spaces (64 on-site and 12 off-site) for 84 units (0.56 spaces per unit). Off-site parking is only permitted for nonresidential development (33-91.06.3). Specifically, “the city commission may approve off-site parking facilities for nonresidential uses as part of the parking required by this section...” The code does not have a provision for off-site parking for residential uses. Therefore, only 64 spaces would be provided for 84 units. No guest parking has been proposed and there is no parking proposed for the ground-floor commercial – see Comprehensive Plan for downtown commercial designation and ground floor retail commercial. Required parking: 44 – 1.5 bedroom – 66 spaces plus 22 guest spaces 28 – 2 bedroom – 56 spaces plus 14 guest spaces 12 – 3 bedroom – 24 spaces plus 6 guest spaces Total: 188 spaces; 64 provided – a 124-space deficit Parking must also be provided for ground floor commercial. The Downtown Commercial		Carol Kuhn	Carol Kuhn	Yes

Discipline	Status	Details	Attached To	Created By	Last Updated By	Modifications Required
		Future Land Use Designation states: "In General, retail commercial uses shall be encouraged on the ground floors that front on to streets. Offices and residential should be encouraged to locate above the active ground floor." The applicant has indicated that the limited non-residential uses on the 1st floor would not be open to the general public, but would be accessory to the apartments – i.e. a leasing office. This does not meet the intent of the Comprehensive Plan which encourages ground floor retail and commercial. The applicant has submitted a parking study, requesting that the parking ratio be reduced to 0.56 spaces per unit and that the required parking be reduced by 112 spaces. However, since off-site parking is not permitted for residential uses, the actual reduction would be 124 spaces. Please revise the plan to provide the required parking. It may be necessary to reduce the unit count in order to accommodate the required parking. Please include ground-floor retail and commercial and provide parking for these uses. The off-site parking could be used to meet the required parking for the commercial or retail uses, if approved by City Commission.				
Planning	Draft	Concept/Site Plan A Class IV site plan application will need to be submitted, reviewed, and approved.		Carol Kuhn	Carol Kuhn	Yes
Planning	Draft	Parcels The site consists of two parcels. However, one parcel is within the Downtown CRA. Since the CRA boundary cannot be expanded, the lots cannot be consolidated. However, a deed restriction or other mechanism must be put in place to ensure that the proposed parking and retention facility stays connected to the larger parcel.		Carol Kuhn	Carol Kuhn	Yes
Planning	Draft	General This 1.63-acre site is located at 225 W. New York Avenue and is zoned C-2A and C-2A & Historic and was once the site of the Historic Putnam Hotel. A portion of the property is located within the Historic District and another portion is located within the Downtown Support Design District. The Future Land Use Designation is Downtown Commercial. According to Section 33-17.23, Allowed Uses in Commercial and Industrial Zoning Districts, the multi-family residential is allowed as a conditional use in the C-2A zone district. The conditions, as provided for in 33-19.13 Residential Dwelling units on first floor. (a) Intent. It is the intent of this Section to provide standards for the location and development for residential dwelling units, which included single-, two-, and multiple-family units on the first floor in the downtown commercial area, either as a primary use to an accessory commercial use or as an accessory use to a primary commercial use. (b) Where allowed. First floor residential dwelling units will not be permitted within 50 feet of Woodland Boulevard or New York Avenue. (c) Development Standards for new development. 1. Street side of development shall include amenities that encourage pedestrian activities and will be of the same design as the rest of downtown.		Carol Kuhn	Carol Kuhn	Yes

Discipline	Status	Details	Attached To	Created By	Last Updated By	Modifications Required
		2. Building should be located adjacent to street or slight setback (less than 20 feet) to allow for a small landscaped area.				
Fire	Draft	Fire Hydrant Relocate the new fire hydrant in the north end of the parking area.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Jamie Lunsford	Jamie Lunsford	Yes
Fire	Draft	FDC Provide the FDC on the required fire line backflow.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Jamie Lunsford	Jamie Lunsford	Yes
Fire	Draft	Fire Line The fire line for the sprinkler system can not come from the potable water line for the building. The fire line will need to be on its own backflow.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Jamie Lunsford	Jamie Lunsford	Yes
Fire	Draft	Auto Turn Provide auto turn details for entire parking area. Show that the truck can complete the turn around in north side of parking area.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Jamie Lunsford	Jamie Lunsford	Yes
Forestry	Draft	General Comments 1. The following general comments are provided to assist you at the Site Plan stage: a. During future submissions, a tree survey, completed tree worksheets, landscape plan, and an irrigation plan will be required. b. At least 15 percent of the site will need to be designated as tree protection area, and a minimum of one tree per 2,500 square feet will need to remain or be planted on the site. c. Removal of trees will require at least one third diameter replacement. Removal of specimen trees will require 50% replacement of the DBH inches lost. Unhealthy specimen trees, as determined by the city forester, will be replaced at the same rate as non-specimen protected trees. d. The City's current list of specimen trees can be found in Section 33-57.05(c)1 at: ARTICLE VI. - RESOURCE PROTECTION STANDARDS Code of Ordinances DeLand, FL Municode Library Laurel Oaks (Quercus laurifolia) which are larger than 20" DBH and in deteriorated condition may be replaced by one two-inch DBH (three-inch caliper) minimum sized canopy tree from the "List of Permitted Shrubs and Trees for Landscaping and Tree Protection." An Arborist Report documenting the deteriorated trees will be required to receive reduced replacement. Removal of all other non-specimen	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Kit Dennis	Kit Dennis	Yes

Discipline	Status	Details	Attached To	Created By	Last Updated By	Modifications Required
		protected trees greater than 6" DBH will require the replacement of one third of the DBH inches lost. e. Any historic tree that is proposed for removal will require a review by this office, recommendation by the City Tree Advisory Committee and approval by City Commission. The developer must demonstrate that the tree is a hazard or that it is not economically or practically feasible to develop the parcel without removing the historic tree. Historic trees are defined as Bald Cypress 20-inches or larger DBH, Live Oak 25-inches or larger DBH, and Red Cedar 25-inches or larger DBH. i. For historic trees that will be preserved, tree protection fence must be installed by the contractor and inspected by the City Forester prior to any land disturbing activity. ii. Unless the applicant proposes a method of root protection which is acceptable to the City, no construction activity shall take place within an area equal to one and one-half times the area of the drip line. 2. All new Class II and Class III site plans require the following statement: "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 occurring on the site, tree barricades shall be constructed by the contractor and approved by the City." g. A Tree Barricade detail showing how remaining trees will be protected needs to be included on all Site Plans. A barrier needs to be constructed around your Tree Protection Area and at the drip line or ten feet from each tree that will remain, whichever area is larger. An example of a Tree Barricade detail can be found at: Tree Permitting DeLand, FL				
Engineering	Draft	Permits Required 1. Provide a copy of the FDOT Drainage and Access Permits prior to a Pre-Construction Meeting with the City. 2. Provide a copy of the SJRWMD ERP Permit prior to a Pre-Construction meeting with the City.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Steven Danskine	Steven Danskine	Yes
Engineering	Draft	Storm Inlets and Manhole Types & Sizes Multiple storm inlets and manholes do not list size and/or type, nor are details provided.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Steven Danskine	Steven Danskine	Yes
Engineering	Draft	Stormwater Discharge The proposed rim elevations are below the peak stages and will therefore discharge off site.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Steven Danskine	Steven Danskine	Yes
Engineering	Draft	Storm Manhole Rim Elevations Rim elevations do not match proposed paving spot elevations.	New York Ave Apartments	Steven Danskine	Steven Danskine	Yes

Discipline	Status	Details	Attached To	Created By	Last Updated By	Modifications Required
			- Civil 60% Set 2-14-24.pdf			
Engineering	Draft	Roof Drain Connections 1. Provide information pertaining to downspouts and connections to the storm drainage system. 2. Demonstrate that roof runoff from the 5th floor will not cascade onto neighboring properties.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Steven Danskine	Steven Danskine	Yes
Engineering	Draft	Design Storm Event Elevations 1. The 25-yr and 100-yr peak stages do not agree as shown. 2. Provide Stormwater H&H Modeling to support the design.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Steven Danskine	Steven Danskine	Yes
Utilities	Draft	Water Note Add a note that water mains must be flushed prior to pressure testing and bacteriologically testing.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Jim Ailes	Jim Ailes	Yes
Utilities	Draft	USA & FSA This project may require a Utility Service Agreement and is in the new Downtown Fair Share Area.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Jim Ailes	Jim Ailes	Yes
Utilities	Draft	City Details These are not the most up to date details, should be details dated 11/7/23	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Scott Zender	Scott Zender	Yes
Utilities	Draft	City Details These are not the most up to date details, should be details dated 11/7/23	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Scott Zender	Scott Zender	Yes

Discipline	Status	Details	Attached To	Created By	Last Updated By	Modifications Required
Utilities	Draft	City Details These are not the most up to date details, should be details dated 11/7/23	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Scott Zender	Scott Zender	Yes
Utilities	Draft	City Details These are not the most up to date details, should be details dated 11/7/23	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Scott Zender	Scott Zender	Yes
Utilities	Draft	City Details These are not the most up to date details, should be details dated 11/7/23	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Scott Zender	Scott Zender	Yes
Utilities	Draft	2" Potable Meter for Irrigation City does not provide a irrigation only meter. Irrigation will need to come off the 6" PVC WM after the master meter.	New York Ave Apartments - Civil 60% Set 2-14-24.pdf	Scott Zender	Scott Zender	Yes

A PRELIMINARY CONCEPT FOR PLAN FOR

NEW YORK AVE. APARTMENTS

A BLUE SKY COMMUNITY
DELAND, FLORIDA



POWELLSTUDIO
ARCHITECTURE

713 W. MONTROSE STREET
CLERMONT, FLORIDA 34711
PH: (352) 874-2340
FAX: (877) 680-7183
www.powellstudioarch.com
AA26002236



BLUE SKY
COMMUNITIES

5300 W. CYPRESS ST. #200
TAMPA, FLORIDA 33607

A PRELIMINARY CONCEPT FOR
New York Avenue

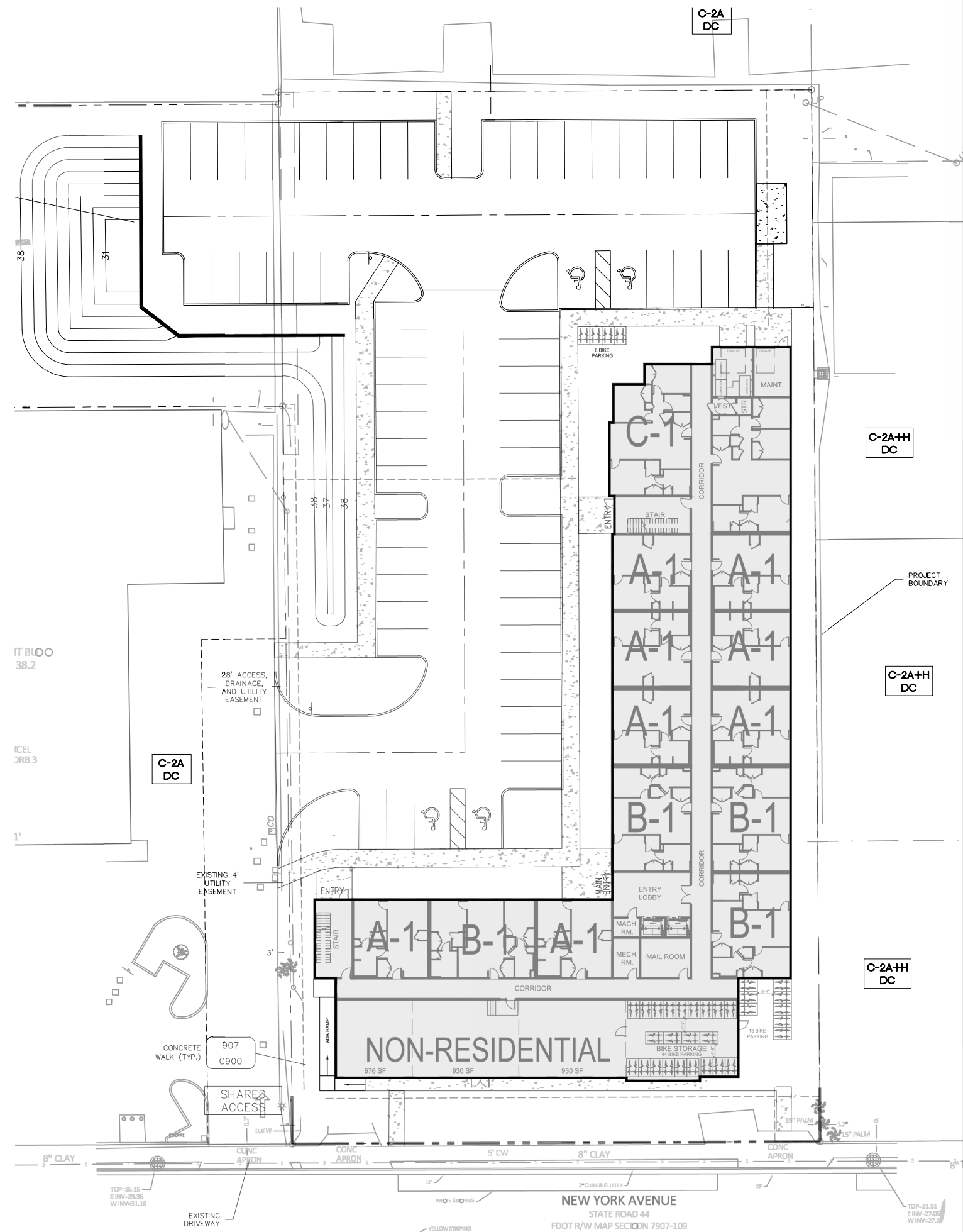
Apartment
A BLUE SKY COMMUNITY
LOCATED IN DELAND, FLORIDA

COVER SHEET

DATE:
02-07-2024

SHEET NO:

SC-01



POWELLSTUDIO
ARCHITECTURE

713 W. MONTROSE STREET
CLERMONT, FLORIDA 34711
PH: (352) 874-2340
FAX: (877) 680-7183
www.powellstudioarch.com
AA26002236



BLUE SKY
COMMUNITIES

5300 W. CYPRESS ST. #200
TAMPA, FLORIDA 33607

A PRELIMINARY CONCEPT FOR
New York Avenue
Apartments
A BLUE SKY COMMUNITY
LOCATED IN DELAND, FLORIDA

SCHEMATIC
SITE PLAN

DATE:
02-07-2024

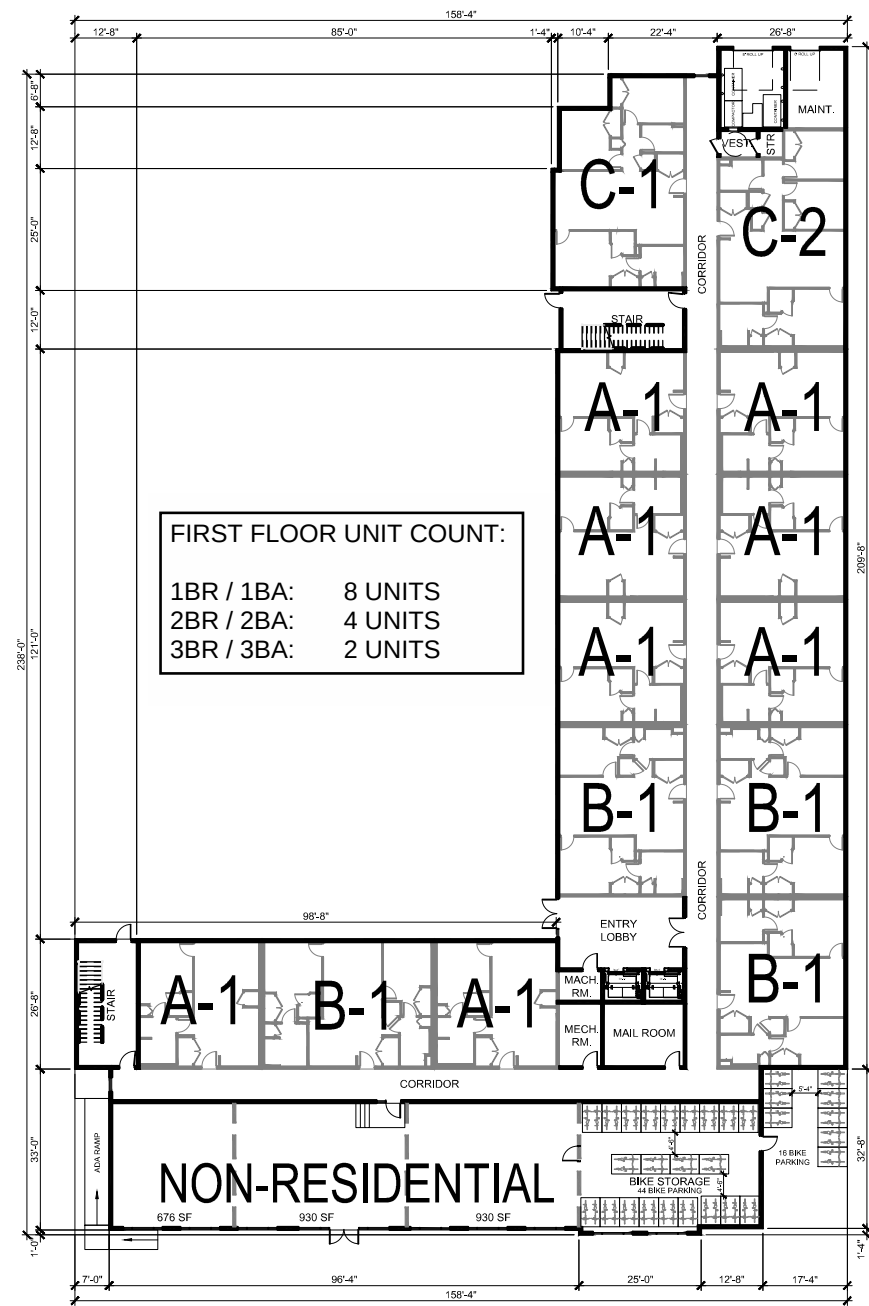
SHEET NO:

SC-02

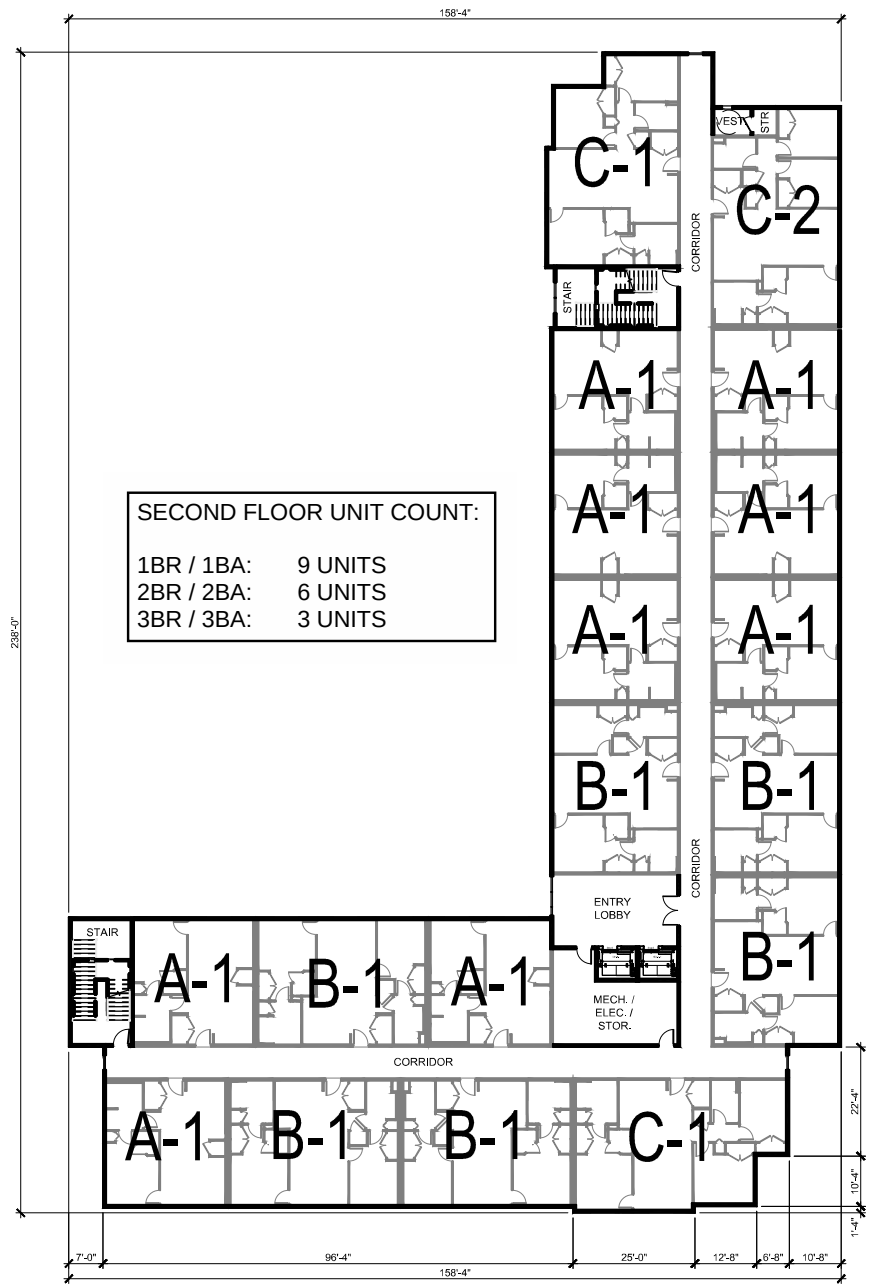
BUILDING LAYOUT

ONE, TWO, & THREE BEDROOM UNITS

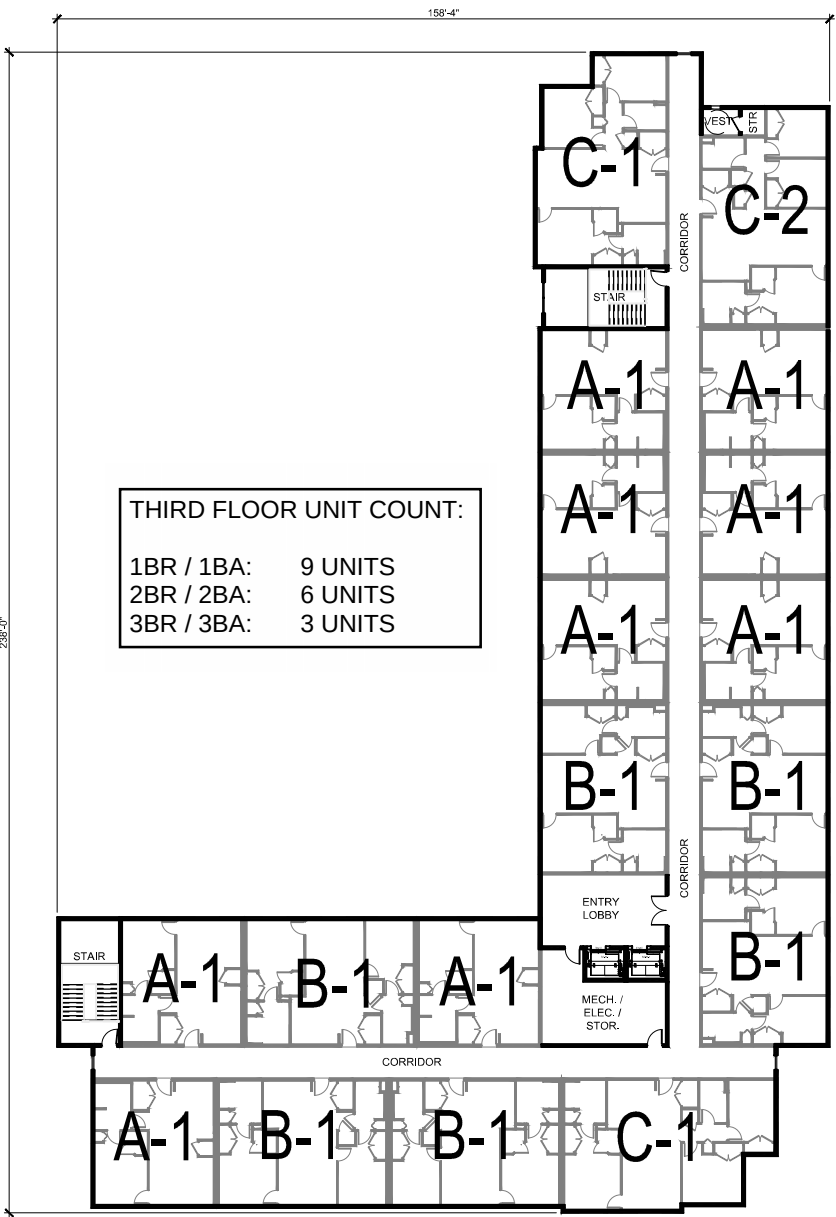
TOTAL DEVELOPMENT UNIT COUNT:	
1BR / 1BA:	44 UNITS
2BR / 2BA:	28 UNITS
3BR / 3BA:	12 UNITS
TOTAL:	84 UNITS



GROUND FLOOR
GROUND (1ST) FLOOR PLAN



SECOND FLOOR
SECOND FLOOR PLAN



THIRD FLOOR
THIRD FLOOR PLAN

BUILDING LAYOUT

ONE, TWO, & THREE BEDROOM UNITS

TOTAL DEVELOPMENT UNIT COUNT:	
1BR / 1BA:	44 UNITS
2BR / 2BA:	28 UNITS
3BR / 3BA:	12 UNITS
TOTAL:	84 UNITS



POWELLSTUDIO
ARCHITECTURE

713 W. MONTROSE STREET
CLERMONT, FLORIDA 34711
PH: (352) 874-2340
FAX: (877) 680-7183
www.powellstudioarch.com
AA26002236



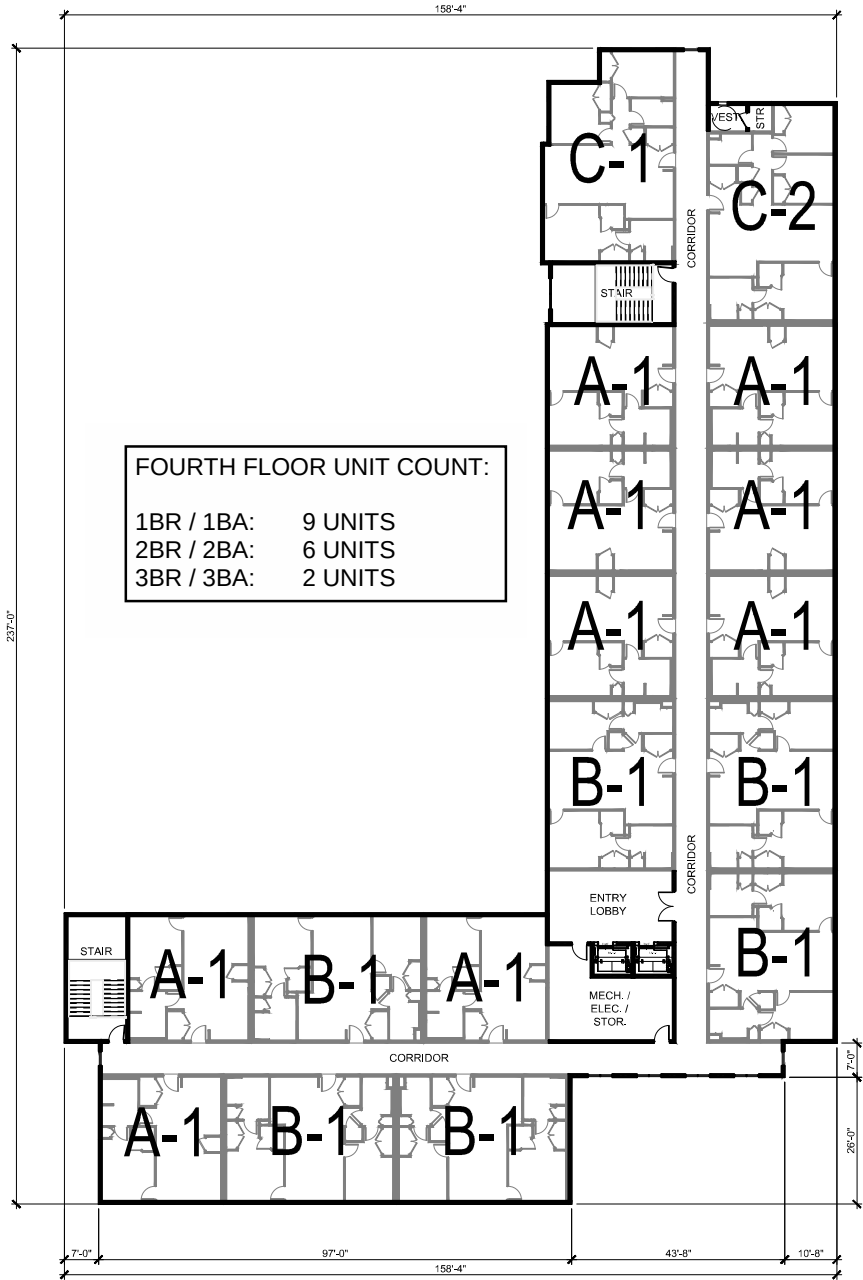
BLUE SKY
COMMUNITIES

5300 W. CYPRESS ST. #200
TAMPA, FLORIDA 33607

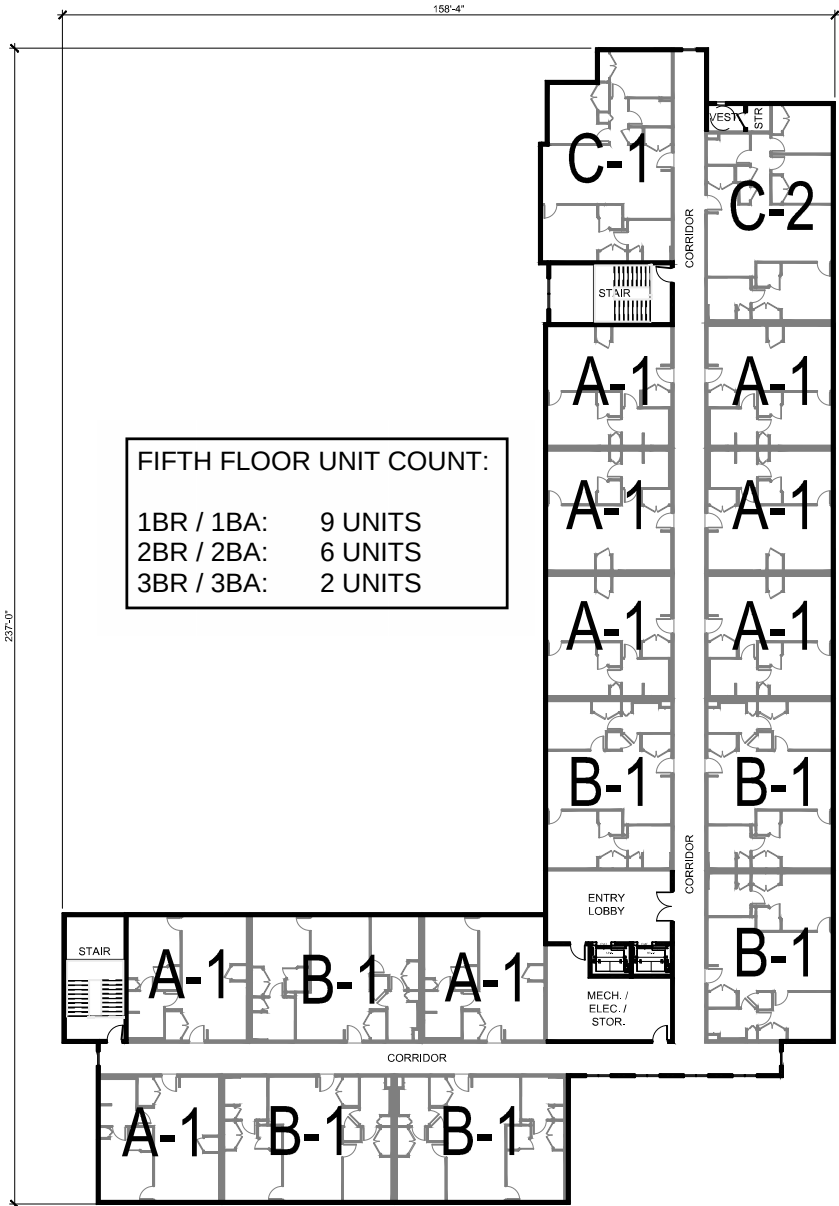
A PRELIMINARY CONCEPT FOR
New York Avenue
Apartments
A BLUE SKY COMMUNITY
LOCATED IN DELAND, FLORIDA

CONCEPTUAL
FOOTPRINT

DATE:	02-07-2024
SHEET NO:	SC-04

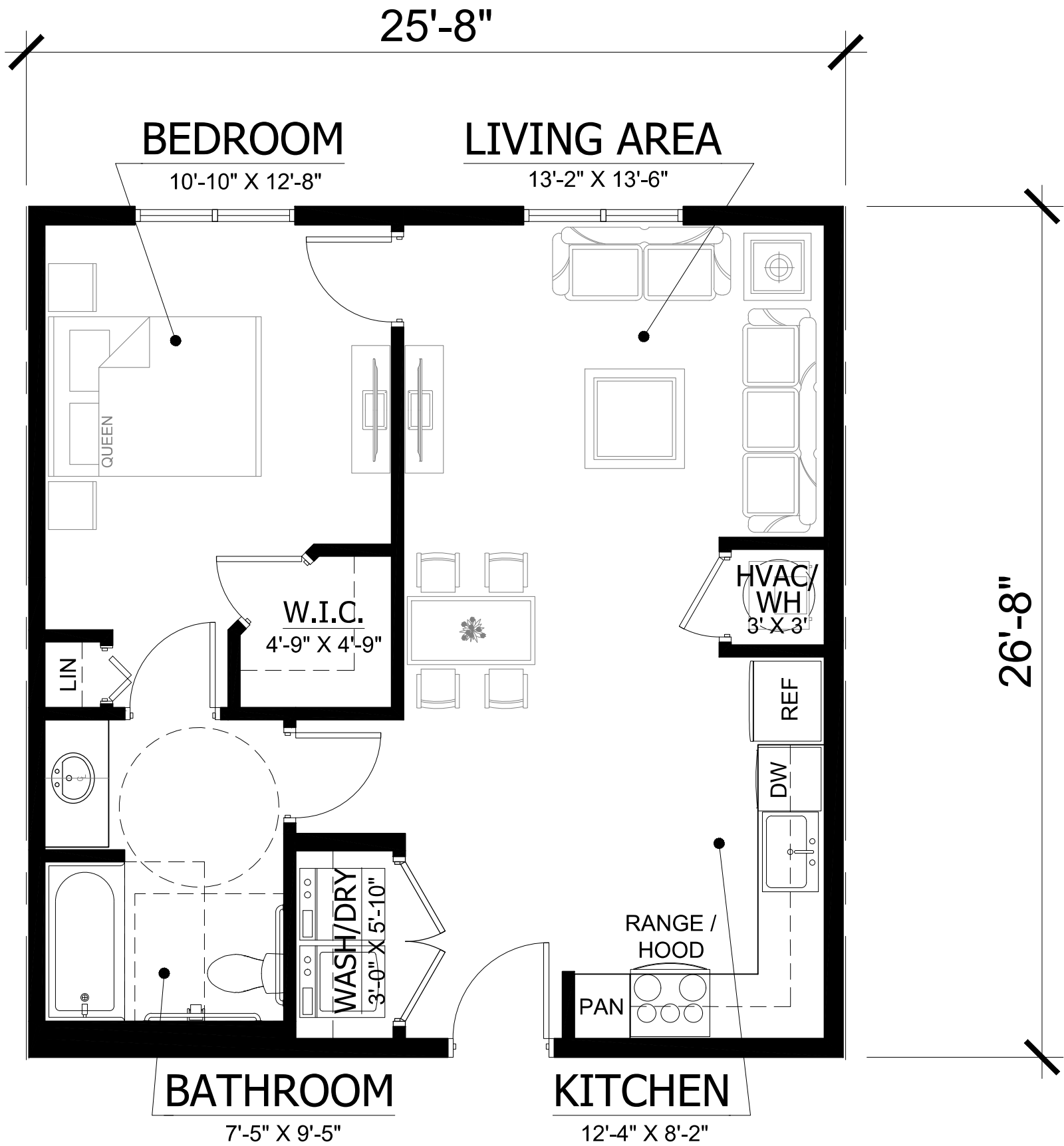


FOURTH FLOOR
FOURTH FLOOR PLAN



FIFTH FLOOR
FIFTH FLOOR PLAN

ONE-BEDROOM
UNIT A



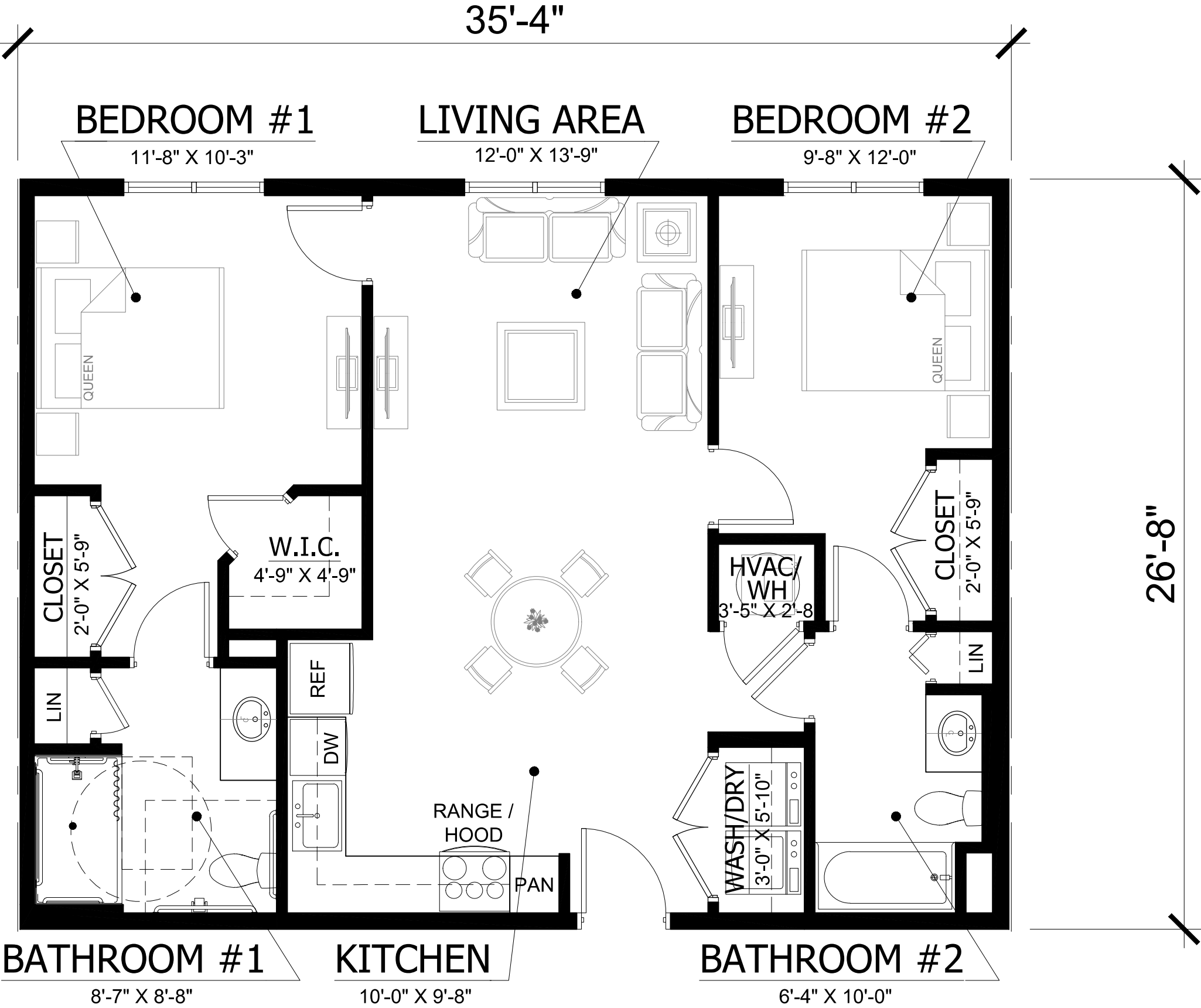
AREA CALCULATION:
UNIT A: 684 SQ.FT.

A SCHEMATIC DESIGN CONCEPT FOR
BLUE CORAL
A BLUE SKY COMMUNITY
LOCATED IN CAPE CORAL, FLORIDA

UNIT A-1 / A-2
FHA & UFAS
FLOOR PLAN
(ONE BEDROOM)

DATE:
02-07-2024
SHEET NO:
SC-04

TWO-BEDROOM
UNIT B



AREA CALCULATION:
UNIT B: 942 SQ.FT.

A SCHEMATIC DESIGN CONCEPT FOR
BLUE CORAL
A BLUE SKY COMMUNITY
LOCATED IN CAPE CORAL, FLORIDA

UNIT B-1 / B-2
FHA & UFAS
FLOOR PLAN
(TWO
BEDROOM)

DATE: 02-07-2024
SHEET NO:
SC-05

THREE-BEDROOM
UNIT C-1



AREA CALCULATION:
UNIT C: 1,132 SQ.FT.



713 W. MONTROSE STREET
CLERMONT, FLORIDA 34711
PH: (352) 874-2340
FAX: (877) 680-7183
www.powellstudioarch.com
AA26002236



A SCHEMATIC DESIGN CONCEPT FOR
BLUE CORAL
A BLUE SKY COMMUNITY
LOCATED IN CAPE CORAL, FLORIDA

UNIT C-1
FHA & UFAS
FLOOR PLAN
(THREE
BEDROOM)

DATE: 02-07-2024

SHEET NO:

SC-06

THREE-BEDROOM
UNIT C-2



AREA CALCULATION:
UNIT C: 1,130 SQ.FT.


POWELLSTUDIO
ARCHITECTURE
713 W. MONTROSE STREET
CLERMONT, FLORIDA 34711
PH: (352) 874-2340
FAX: (877) 680-7183
www.powellstudioarch.com
AA26002236


BLUE SKY
COMMUNITIES
5300 W. CYPRESS ST. #200
TAMPA, FLORIDA 33607

A SCHEMATIC DESIGN CONCEPT FOR
BLUE CORAL
A BLUE SKY COMMUNITY
LOCATED IN CAPE CORAL, FLORIDA

UNIT C-2
FHA & UFAS
FLOOR PLAN
(THREE
BEDROOM)

DATE: 02-07-2024
SHEET NO:
SC-07



PARKING DEMAND STUDY

For

NEW YORK AVENUE APARTMENTS

**225 West New York Avenue
DeLand, Florida 32720**

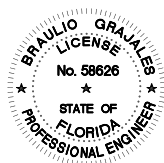
Prepared for:

**BLUE SKY COMMUNITIES, LLC
180 Fountain Parkway N, Suite 100
St. Petersburg, Florida 33716**

Prepared by:

**HIGH POINT ENGINEERING, INC
5005 W. Laurel Street, Suite 201
Tampa, Florida 33607**

Date: December 26, 2023



Digitally signed by Braulio Grajales
DN: c=US, o=HIGH POINT ENGINEERING INC,
dnQualifier=A01410C00000179A4A75F5A00
00CD60, cn=Braulio Grajales
Date: 2023.12.28 12:11:46 -05'00'

PARKING DEMAND STUDY

INTRODUCTION

This report summarizes the results of a parking demand study for the New York Avenue Apartments. The proposed affordable housing development for working families is planned to be constructed on the property located at 225 West New York Avenue in DeLand, Volusia County, Florida. Based on the analysis provided herein, on average, a future resident of this development will possess less than one vehicle per bedroom. This parking demand study has been prepared as technical support for a parking waiver request to approve a total of 76 surface parking spaces, including 64 on-site surface parking spaces and 12 off-site parking spaces, for the proposed 84-dwelling unit multi-family affordable housing project. The referenced property will have full access to and from West New York Avenue through cross access with the neighboring property to the west owned by Volusia County.

BACKGROUND

The project site is located on the north side of West New York Avenue (State Road 44), just west of North Florida Avenue in Section 09, Township 17 South, Range 30 East within the incorporated area of the City of DeLand. The property is comprised of two parcels identified by the Volusia County Property Appraiser's Office with parcel identification numbers 700962000087 and 700962000090. The total site area is approximately 1.61 acres and is bounded by West New York Avenue to the south, and commercial and office properties to the north, east and west. The property was previously developed with a hotel developed in 1924, known as the Putnam Hotel. The structure was recently demolished, and the site is currently vacant and undeveloped.

The proposed New York Avenue Apartments development will consist of one (1) 5-story mid-rise building, including 84 dwelling units containing 44 units of 1 bedroom, 28 units of 2 bedrooms, and 12 units of 3 bedrooms for a total of 136 bedrooms (i.e., average unit mix of 1.62 bedrooms per dwelling unit), 76 surface parking spaces (i.e., 0.56 spaces per bedroom), a stormwater collection system that will discharge stormwater run-off generated within the property to the onsite dry detention pond, sanitary sewer system, potable water service for domestic consumption and fire protection, and Florida native drought tolerant landscape. The project will feature ten long-term restricted special need dwelling units to accommodate families transitioning from homelessness ensuring inclusivity and promoting stability for vulnerable populations. The proposed development is planned in a single phase. The setbacks, drainage, parking, and landscaping are designed to support the proposed development of the property.

The City of DeLand Land Development Code (LDC) Section 33-91 requires the following parking ratios for the multi-family land use: Studio: 1 space/unit, 1 bedroom: 1.5 spaces/unit, 2, 3, or more bedrooms: 2 spaces/unit, visitor parking: 0.5 space/unit. The City of DeLand LDC requirement for the proposed apartment building is 188 parking spaces. The proposed site layout and parking plan prepared by Madden, Moorhead & Stokes, LLC shows a total of 64 on-site parking spaces, with an additional 12 parking spaces located off-site on the adjacent property to the west owned by Volusia County. This totals 0.90 parking spaces per dwelling unit, representing a deficit from the Code requirements of 112 parking spaces.

Parking ratios per unit may not accurately reflect the actual parking demand generated by a residential development. This is attributed to the fact that the relation between the number of drivers and the various dwelling unit sizes in any apartment complex cannot be adequately captured by measuring parking ratios per unit. For example, a one-bedroom dwelling might be associated with a single resident driver or a couple of drivers. In contrast, a two-bedroom dwelling or three-bedroom dwelling considers the likelihood of a larger household with one adult driver or multiple drivers and with or without teenage drivers. Therefore, a parking study aligned with the number of bedrooms provides a more accurate representation of the parking demand within a multifamily apartment development.

According to ITE Parking Generation Manual 6th Edition, it is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The City of DeLand LDC currently does not specify parking ratios per bedroom for multi-family land use. Thus, the focus of this parking study was to determine the peak period parking demand per bedroom for an affordable housing development for families in DeLand in support of a request for a reduction in parking. The City of DeLand LDC Section 33-91.01(d) provides guidelines for parking studies when the proposed use is not listed in Section 33-91.03(f) - Minimum Off-Street Parking Requirements. The City of DeLand LDC recommends using estimates of parking requirements based on studies from ULI, ITE, or the Traffic Institute, and based on data collected from uses or combinations of uses which are the same or comparable to the proposed use. Density, scale, bulk, area, type of activity, and location shall determine comparability.

There are two affordable housing projects with similar demographics near the project site. These projects were selected due to their similarity to the proposed development to estimate future parking demand for the proposed New York Avenue Apartments development.

See Attached:

- *Site Location (Exhibit A)*
- *Proposed Parking Layout (Exhibit B)*

DATA COLLECTION AND EXISTING CONDITIONS

Parking observations were undertaken at two affordable housing apartment complexes in the City of DeLand: (1) The Pines and (2) Taylor Place. The Pines is located at 310 W. New Hampshire Avenue in DeLand while Taylor Place is located at 1575 S. Woodland Boulevard in DeLand. These two existing developments were used in this parking demand study due to similarities in the geographic area, land use, number of units, and number of bedrooms.

Data Collection at The Pines - DeLand

The Pines is an affordable housing community located on the south side of New Hampshire Avenue between Delaware Avenue and Clara Avenue, within the incorporated area of the City of DeLand. The Pines development is located approximately 1.6 miles south of the proposed New York Avenue Apartments development. The Pines is comprised of six (6) 3-story garden style buildings including 100 dwelling units distributed in 24 units of 1 bedroom, 32 units of 2 bedrooms, 24 units of 3 bedrooms, and 20 units of 4 bedrooms for a total of 240 bedrooms (i.e.,

average unit mix of 2.40 bedrooms per dwelling unit). At the time of this study, the apartment complex had an occupancy level of 100%. The Pines has a surface parking lot with a total of 241 spaces (i.e., 1.00 parking space per bedroom). Parking observations at this location took place on Monday November 13, 2023, from 4:00 am to 9:00 am and from 7:00 pm to 12:00 am. The observations consisted of identifying the number of parking spaces occupied at 5-minute intervals. The weather conditions during the observations were cloudy with temperatures between 60°F and 70°F.

The observations indicate the highest peak period parking demand ratio occurred between 8:00 pm and 9:00 pm. At 8:40 pm, 108 parking spaces of the 241 parking spaces were occupied and 133 parking spaces were available. The computed Peak Parking Demand Ratio vs Bedrooms was 0.45 spaces per bedroom. At 4:00 am, the apartment complex exhibited a parking demand ratio of 0.44 spaces per bedroom and at 7:00 pm a ratio of 0.38 spaces per bedroom. Furthermore, the observation taken at midnight revealed that The Pines had a parking demand ratio of 0.44 spaces per bedroom.

See Attached:

- *Peak Period Parking Demand Summary Tables for Observation Taken on Monday November 13, 2023 (Exhibit C)*
- *Peak Period Parking Demand Ratio vs Bedrooms Graphs for Observation Taken on Monday November 13, 2023 (Exhibit D)*

Data Collection at Taylor Place – DeLand

Taylor Place is an affordable housing community located on the east side of Woodland Boulevard (S.R. 15 / US Highway 17) between Chipola Avenue and Taylor Road, within the incorporated area of the City of DeLand. Taylor Place development is located approximately 2.2 miles south of the proposed New York Avenue Apartments development. Taylor Place is comprised of five (5) 3-story garden style buildings including 106 dwelling units distributed in 4 units of 1 bedroom, 12 units of 2 bedrooms, 71 units of 3 bedrooms, and 19 units of 4 bedrooms for a total of 317 bedrooms (i.e., average unit mix of 2.99 bedrooms per dwelling unit). At the time of this study, the apartment complex had an occupancy level of 100%. Taylor Place has a surface parking lot with a total of 263 spaces (i.e., 0.83 parking spaces per bedroom). Parking observations at this location took place on Tuesday November 14, 2023, from 4:00 am to 9:00 am and from 7:00 pm to 12:00 am. The observations consisted of identifying the number of parking spaces occupied at 5-minute intervals. The weather conditions were cloudy with temperatures between 60°F and 70°F.

The observations indicate the highest peak period parking demand ratio occurred between 4:00 am and 5:00 am. At 4:00 am, 147 parking spaces of the 263 parking spaces were occupied and 116 parking spaces available. The computed Peak Parking Demand Ratio vs Bedrooms was 0.46 spaces per bedroom. At 9:00 am, the apartment complex exhibited a parking demand ratio of 0.15 spaces per bedroom and at 7:00 pm a ratio of 0.27 spaces per bedroom. Additionally, the observation taken at midnight revealed that Taylor Place had a parking demand ratio of 0.46 spaces per bedroom.

See Attached:

- *Peak Period Parking Demand Summary Tables for Observation Taken on Tuesday November 14, 2023 (Exhibit E)*

- *Peak Period Parking Demand Ratio vs Bedrooms Graphs for Observation Taken on Tuesday November 14, 2023 (Exhibit F)*

PARKING DEMAND ANALYSIS

According to Blue Sky Communities, LLC, the developer of the New York Avenue Apartments, the proposed development is an affordable housing community for families that will consist of 84 dwelling units distributed in one (1) 5-story mid-rise building with a total of 136 bedrooms.

Exhibits C and E summarize the Peak Parking Demand Ratio vs Bedrooms measured at the two apartment complexes in the City of DeLand. The Peak Parking Demand Ratio vs Bedrooms measured during the two days of observations was very similar to the proposed onsite parking spaces per bedroom. The Peak Parking Demand Ratio vs Bedrooms measured at the two apartment complexes range between 0.45 and 0.46 spaces per bedroom.

The two apartment complexes serve the same geographic area (i.e., urban setting) as the New York Avenue Apartments. The land use, number of units, mix of units, number of bedrooms, and demographic group (i.e., families) for the two existing apartment complexes are comparable with the same features as the New York Avenue Apartments. All sites are surrounded by the same collector/arterial road (i.e., State Road 15 / US Highway 17) and in proximity of bus transit and public transportation routes. Because of these similarities, the Peak Parking Demand Ratios observed at the two existing apartment complexes are considered adequate technical support to estimate the future peak parking demand of the New York Avenue Apartments.

Site Name	The Pines	Taylor Place
Project Size	100 Dwelling Units	106 Dwelling Units
Occupancy	100%	100%
Average Unit Mix	2.40 Bedrooms per Unit	2.99 Bedrooms per Unit
Parking Facility	77 Spaces	146 Spaces
Parking Supply	1.00 Spaces per Bedroom	0.83 Spaces per Bedroom
Observation Day	Monday (11/13/23)	Tuesday (11/14/23)
4:00 am - 5:00 am	0.44	0.46
5:00 am - 6:00 am	0.45	0.45
6:00 am - 7:00 am	0.37	0.41
7:00 am - 8:00 am	0.33	0.33
8:00 am - 9:00 am	0.26	0.22
7:00 pm - 8:00 pm	0.38	0.36
8:00 pm - 9:00 pm	0.45	0.38
9:00 pm - 10:00 pm	0.42	0.46
10:00 pm - 11:00 pm	0.44	0.46
11:00 pm - 12:00 pm	0.44	0.46
Peak	0.45	0.46
Mean	0.40	0.40
Median	0.43	0.43
Mode	0.44	0.46
Range	0.26 – 0.45	0.22 – 0.46

Notes: Ratios rounded to two decimals.

Source: High Point Engineering, November 2023

The table above shows a statistical analysis of the parking demand observations at the two existing apartment complexes in DeLand based on vehicles per bedroom.

Further, the proposed residential unit mix for the New York Avenue Apartments is 52% of 1 bedroom, 33% of 2 bedrooms, and 15% of 3 bedrooms. The Pines has a unit mix of 24% of 1 bedroom, 32% of 2 bedrooms, 24% of 3 bedrooms, and 20% of 4 bedrooms. Taylor Place has a residential unit mix of 4% of 1 bedroom, 11% of 2 bedrooms, 67% of 3 bedrooms, and 18% of 4 bedrooms. Accordingly, the New York Avenue Apartments will feature a unit mix of 2 bedrooms and 3 bedrooms aligning with the unit mix in The Pines.

In terms of average dwelling unit size, the New York Avenue Apartments are projected to have 1.62 bedrooms per unit (i.e., 136 bedrooms / 84 dwelling units). This average unit size is 2/3 of the average of 2.40 bedrooms per unit (i.e., 240 bedrooms / 100 dwelling units) for The Pines. Moreover, Taylor Place has an average dwelling unit size of 2.99 bedrooms per unit (i.e., 317 bedrooms / 106 dwelling units), making the average unit size at New York Avenue Apartments half that of Taylor Place.

Despite the different average dwelling unit size at the two study sites, the observed peak parking demand ratios are nearly identical. This suggests that the size of the average dwelling unit does not impact the parking demand per bedroom ratio. In other words, the observations from the two study sites indicate that there is no discernible correlation between the average dwelling unit size and the parking demand per bedroom in DeLand.

Thus, considering that the parking demand per bedroom ratio is not impacted by the average dwelling unit size in DeLand, as well as the relatively short distance between the two study sites and the New York Avenue Apartments site, the observed Peak Parking Demand Ratio vs Bedroom in both, The Pines and Taylor Place, can be effectively extrapolated to forecast the future peak parking demand for the New York Apartments.

The maximum observed Peak Parking Demand Ratio vs Bedrooms for the two apartment complexes is 0.46 spaces per bedroom at Taylor Place. Applying this Peak Parking Demand Ratio to the New York Avenue Apartments yields:

$0.46 \text{ spaces per bedroom} \times 136 \text{ bedrooms} = 62.56 \text{ spaces.}$

Rounding up, the estimated parking demand for the New York Avenue Apartments is 63 spaces.

The above computed peak parking demand using the extrapolated Peak Parking Demand ratio from Taylor Place is less than the proposed parking supply. The probability that the expected peak parking demand for the New York Avenue Apartments can be accommodated by 76 parking spaces is acceptable.

Furthermore, Average Peak Period Parking Demand data from Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition was also used to estimate the future parking demand for the New York Avenue Apartments as well as to compare the ITE published ratios with the results obtained from the observations taken at the two study sites.

The Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition, offers a land use for affordable housing which is defined as all multifamily housing that is rented at below market rate to households that includes at least one employed member. Eligibility to live in affordable housing can be a function of limited household income and resident age (i.e., senior housing). For most of the study sites in the ITE Parking Generation, 6th Edition, 100 percent of the dwelling units are considered affordable. The ITE Parking Generation, 6th Edition does not provide information for Average Peak Period Parking Demand vs. Dwelling Unit Size (i.e., number of units by number of bedrooms per site) or separate parking rates for percentage of visitor parking.

The Average Peak Period Parking Demand Ratio to Bedrooms recommended by the ITE Parking Generation, 6th Edition, Affordable Housing – Income Limits subset, for estimating the off-street parking per bedroom required for workforce housing are as follows:

Weekday (Monday - Friday) in General Urban / Suburban Location:

Peak Period Parking Demand vs Bedrooms: 0.55 parked vehicles
Range of Rates: 0.29 – 0.85
Standard Deviation: 0.14
Number of Studies: 10
Average number of bedrooms: 101

Saturday in General Urban / Suburban Areas:

Peak Period Parking Demand vs Dwelling Unit: 0.27 parked vehicles
Range of Rates: 0.27 – 0.27
Standard Deviation: N/A
Number of Studies: 1
Average number of bedrooms: 44

Applying the Average Peak Period Parking Demand Ratio to Bedrooms recommended by the ITE Parking Generation, 6th Edition, Affordable Housing – Income Limits to the New York Avenue Apartments yields:

$0.55 \text{ spaces per bedroom} \times 136 \text{ bedrooms} = 74.8 \text{ spaces.}$

Rounding up, the estimated parking demand for the New York Avenue Apartments is 75 spaces.

The above ITE Parking Generation, 6th Edition Peak Period Parking Demand vs Bedrooms is slightly less than the proposed parking supply rate of 0.56 spaces per dwelling unit. Notably, the sites included the ITE Parking Generation Manual, 6th Edition spanned locations in Alabama, California, Connecticut, District of Columbia, Maryland, Massachusetts, New Jersey, and Oregon, encompassing survey periods in the 1990s and the 2010s. It's important to highlight that the study in ITE Parking Generation Manual, 6th Edition did not include sites in Florida. Additionally, the ITE Parking Generation Manual, 6th Edition, for Land Use 223 - Affordable Housing – Income Limits, does not provide a 95% Confidence Interval due to the limited number of studies available for inclusion.

The following table taken from ITE Parking Generation Manual, 6th Edition, presents a Time-of-Day distribution of parking demand on a weekday in a general urban/suburban setting for income limits land use category:

Percent of Weekday Peak Parking Demand	
Hour Beginning	Income Limits
4:00 a.m.	-
5:00 a.m.	100%
6:00 a.m.	94%
7:00 a.m.	85%
8:00 a.m.	77%
9:00 a.m.	73%
10:00 a.m.	71%
11:00 a.m.	-
5:00 p.m.	-
6:00 p.m.	79%
7:00 p.m.	83%
8:00 p.m.	90%
9:00 p.m.	93%
10:00 p.m.	97%
11:00 p.m.	-

See Attached:

- *Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition Data Summary for Land Use: 223 Affordable Housing – Income Limits (Exhibit I)*

In addition, the following unique circumstances apply to the New York Avenue Apartments site:

- The project will be designed as affordable housing apartments for families, with residents expected to own fewer than 1 vehicle per unit. Consequently, it is anticipated that the future residents will not fully occupy the proposed 76 parking spaces.
- The project will include 10 long-term restricted special need dwelling units to accommodate families transitioning from homelessness, and these families will almost certainly not own a car.
- The project is being developed with unassigned parking. The entire parking facility will be accessible to all future residents based on the order of their arrival.
- The project site is situated in downtown DeLand, offering all future residents the opportunity to work within walking or biking distance.
- Tenants are encouraged to utilize public transit as an alternative method of transportation. Votran Route 20 runs north-south along Woodland Boulevard, with convenient bus stops located approximately a 5-minute walk to the east of the project site.

- The project will be designed with abundant clearly identified bicycle parking placed adjacent to the building, exceeding the requirements outlined by the City of DeLand LDC.
- The project site is situated in downtown DeLand, offering all future residents superior walkability typical of an urban area.

CONCLUSION

The Peak Parking Demand ratio on a weekday for Affordable Housing – Limited Income in general urban / suburban setting suggested by the ITE Parking Generation, 6th Edition slightly exceeds the Peak Parking Demand ratios measured at the two apartment complexes in the City of DeLand. The two measured Peak Parking Demand ratios in DeLand are within the same order of magnitude indicating there is not a significant difference between the two apartment complexes.

The Peak Parking Demand ratios resulting from observations at the two affordable housing developments in the City of DeLand are considered better suited for projecting the New York Avenue Apartments future Peak Parking Demand compared to the ratio suggested by the ITE Parking Generation, 6th Edition, due to their proximity to the project site.

The planned 76 parking spaces equivalent to 0.56 spaces per bedroom for the proposed 84 dwelling units are anticipated to adequately meet the future parking demand for the New York Avenue Apartments during all periods.

If you have any questions regarding the information contained herein, please do not hesitate to contact me.

Sincerely,
HIGH POINT ENGINEERING, INC.

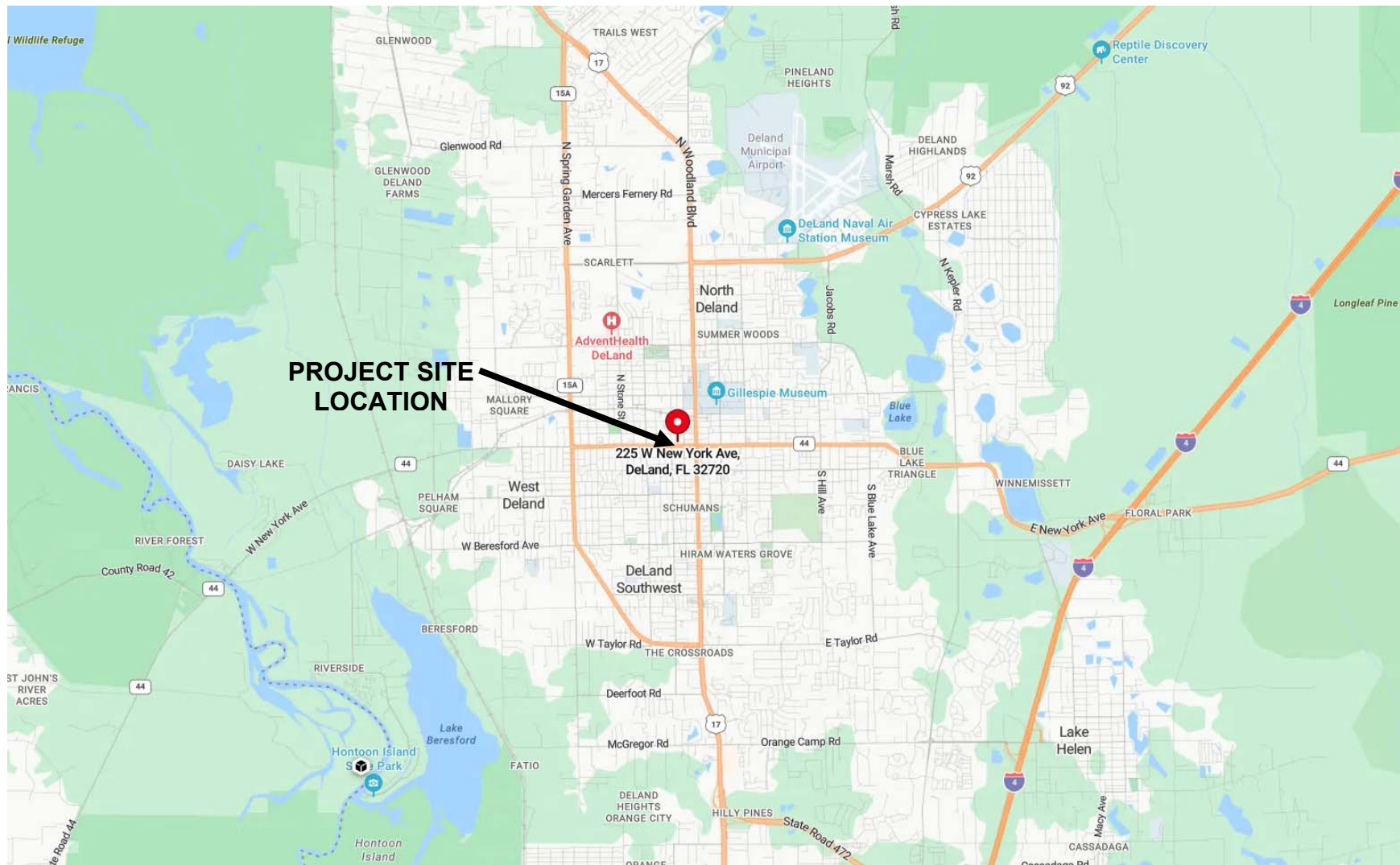


Braulio Grajales, P.E.
 Principal Engineer

EXHIBITS

- Exhibit A Site Location**
- Exhibit B Proposed New York Avenue Apartments Site Layout & Parking Plan**
- Exhibit C Peak Period Parking Demand Summary Table for The Pines on Monday, November 13, 2023, Observations**
- Exhibit D Peak Period Parking Demand Ratio vs Bedrooms Graph for The Pines on Monday, November 13, 2023, Observations**
- Exhibit E Peak Period Parking Demand Summary Table for Taylor Place on Tuesday, November 14, 2023, Observations**
- Exhibit F Peak Period Parking Demand Ratio vs Bedrooms Graph for Taylor Place on Tuesday, November 14, 2023, Observations**
- Exhibit G Institute of Transportation Engineers (ITE) Parking Generation, 6th Edition Data Summary for Land Use: 223 Affordable Housing – Income Limits**

EXHIBIT A



Parking Demand Study
New York Avenue Apartments
225 West New York Avenue
DeLand, Florida 32720

December 26, 2023

EXHIBIT B

EXHIBIT C

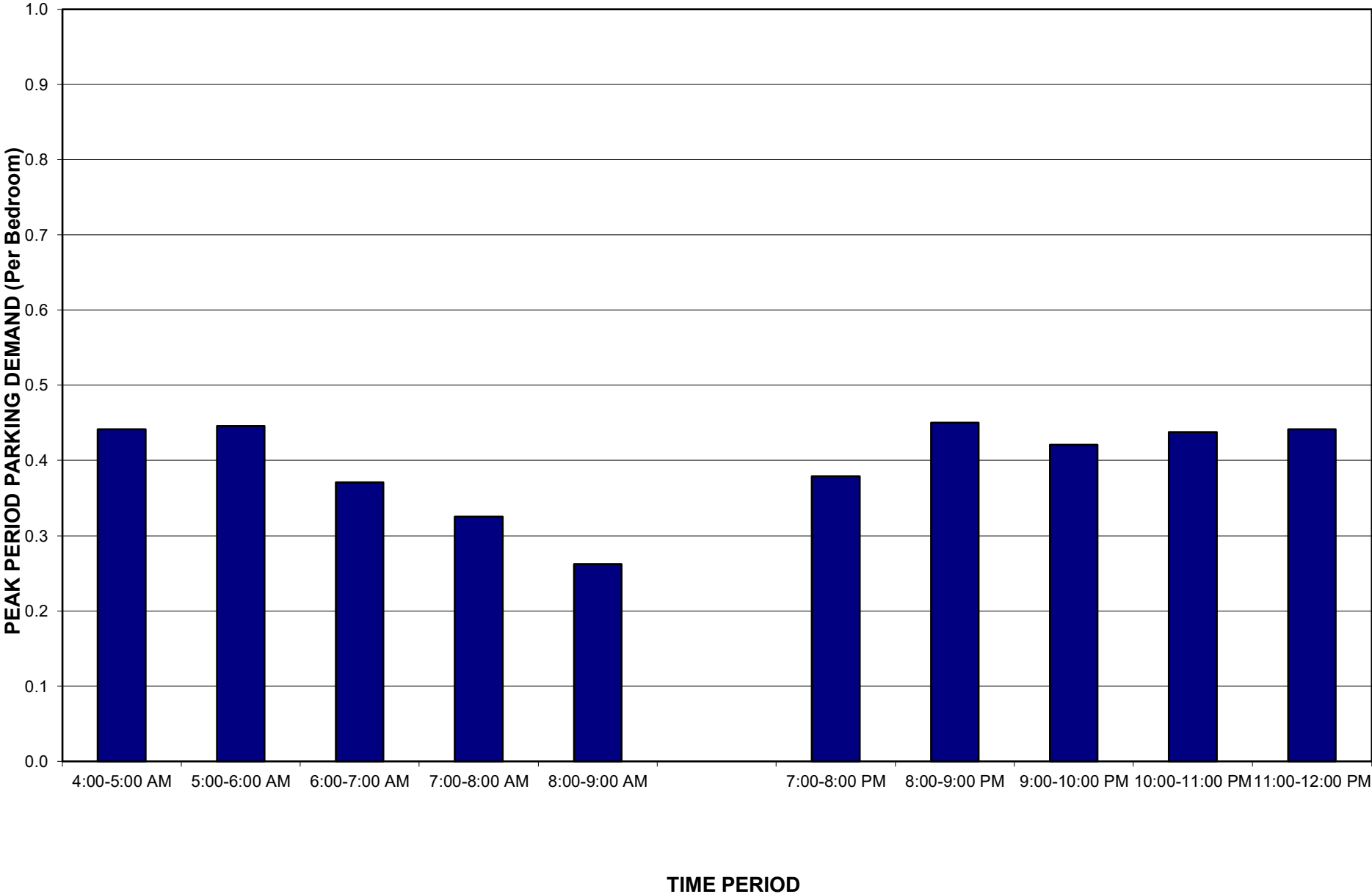
PEAK PERIOD PARKING DEMAND SUMMARY**THE PINES - 310 W. NEW HAMPSHIRE AVENUE, FLORIDA 32720****TOTAL DWELLING UNITS = 100, NUMBER OF BEDROOMS = 240 , AVERAGE SIZE OF DWELLING UNITS = 2.40 BEDROOMS****TOTAL PARKING SPACES AVAILABLE = 241, PARKING SUPPLY = 1.00 PER BEDROOM****Observations Taken on Monday, November 13, 2023**

Time Period	Peak Period Parking Spaces Used	Peak Period Unused Parking Spaces	Peak Period Parking Lot Occupancy (%)	Percent of Peak Parking Demand (%)	Peak Period Parking Demand (Per Bedroom)
4:00-5:00 AM	106	135	44	98	0.44
5:00-6:00 AM	107	134	44	99	0.45
6:00-7:00 AM	89	152	37	82	0.37
7:00-8:00 AM	78	163	32	72	0.33
8:00-9:00 AM	63	178	26	58	0.26
	-	-	-	-	-
7:00-8:00 PM	91	150	38	84	0.38
8:00-9:00 PM	108	133	45	100	0.45
9:00-10:00 PM	101	140	42	94	0.42
10:00-11:00 PM	105	136	44	97	0.44
11:00-12:00 PM	106	135	44	98	0.44

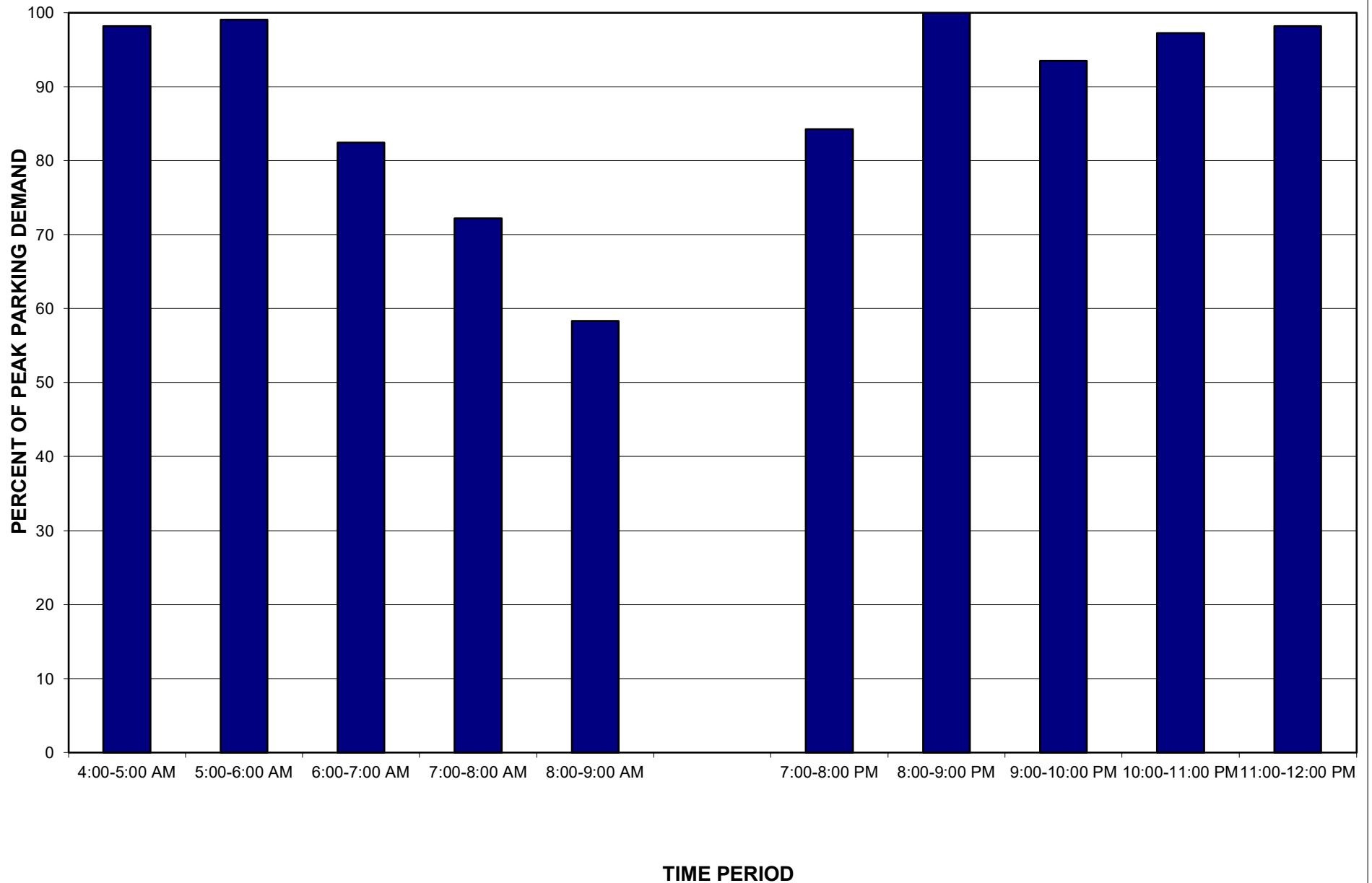
THE PINES APARTMENTS			
Address: 310 W. NEW HAMPSHIRE AVENUE, DELAND, FLORIDA 32720			
Date: 11-13-23		Total Parking Spaces Available = 241	
Time Period	Peak Period Parking Spaces Used	Time Period	Peak Period Parking Spaces Used
4:00:00 AM	105	7:00:00 PM	85
4:05:00 AM	105	7:05:00 PM	91
4:10:00 AM	105	7:10:00 PM	83
4:15:00 AM	105	7:15:00 PM	84
4:20:00 AM	104	7:20:00 PM	85
4:25:00 AM	105	7:25:00 PM	84
4:30:00 AM	105	7:30:00 PM	83
4:35:00 AM	105	7:35:00 PM	83
4:40:00 AM	105	7:40:00 PM	86
4:45:00 AM	105	7:45:00 PM	87
4:50:00 AM	106	7:50:00 PM	88
4:55:00 AM	106	7:55:00 PM	91
5:00:00 AM	107	8:00:00 PM	93
5:05:00 AM	102	8:05:00 PM	94
5:10:00 AM	100	8:10:00 PM	99
5:15:00 AM	97	8:15:00 PM	102
5:20:00 AM	96	8:20:00 PM	103
5:25:00 AM	97	8:25:00 PM	101
5:30:00 AM	98	8:30:00 PM	100
5:35:00 AM	97	8:35:00 PM	106
5:40:00 AM	96	8:40:00 PM	108
5:45:00 AM	95	8:45:00 PM	108
5:50:00 AM	91	8:50:00 PM	106
5:55:00 AM	89	8:55:00 PM	101
6:00:00 AM	87	9:00:00 PM	98
6:05:00 AM	89	9:05:00 PM	99
6:10:00 AM	86	9:10:00 PM	95
6:15:00 AM	85	9:15:00 PM	96
6:20:00 AM	86	9:20:00 PM	97
6:25:00 AM	86	9:25:00 PM	94
6:30:00 AM	85	9:30:00 PM	93
6:35:00 AM	85	9:35:00 PM	97
6:40:00 AM	83	9:40:00 PM	99
6:45:00 AM	82	9:45:00 PM	100
6:50:00 AM	81	9:50:00 PM	100
6:55:00 AM	80	9:55:00 PM	101
7:00:00 AM	78	10:00:00 PM	103
7:05:00 AM	78	10:05:00 PM	105
7:10:00 AM	74	10:10:00 PM	103
7:15:00 AM	74	10:15:00 PM	101
7:20:00 AM	69	10:20:00 PM	99
7:25:00 AM	69	10:25:00 PM	98
7:30:00 AM	67	10:30:00 PM	96
7:35:00 AM	67	10:35:00 PM	98
7:40:00 AM	66	10:40:00 PM	99
7:45:00 AM	67	10:45:00 PM	104
7:50:00 AM	66	10:50:00 PM	100
7:55:00 AM	63	10:55:00 PM	100
8:00:00 AM	60	11:00:00 PM	99
8:05:00 AM	62	11:05:00 PM	95
8:10:00 AM	60	11:10:00 PM	103
8:15:00 AM	61	11:15:00 PM	97
8:20:00 AM	63	11:20:00 PM	99
8:25:00 AM	58	11:25:00 PM	103
8:30:00 AM	57	11:30:00 PM	102
8:35:00 AM	53	11:35:00 PM	100
8:40:00 AM	54	11:40:00 PM	101
8:45:00 AM	54	11:45:00 PM	103
8:50:00 AM	56	11:50:00 PM	104
8:55:00 AM	55	11:55:00 PM	106
9:00:00 AM	53	12:00:00 AM	106

EXHIBIT D

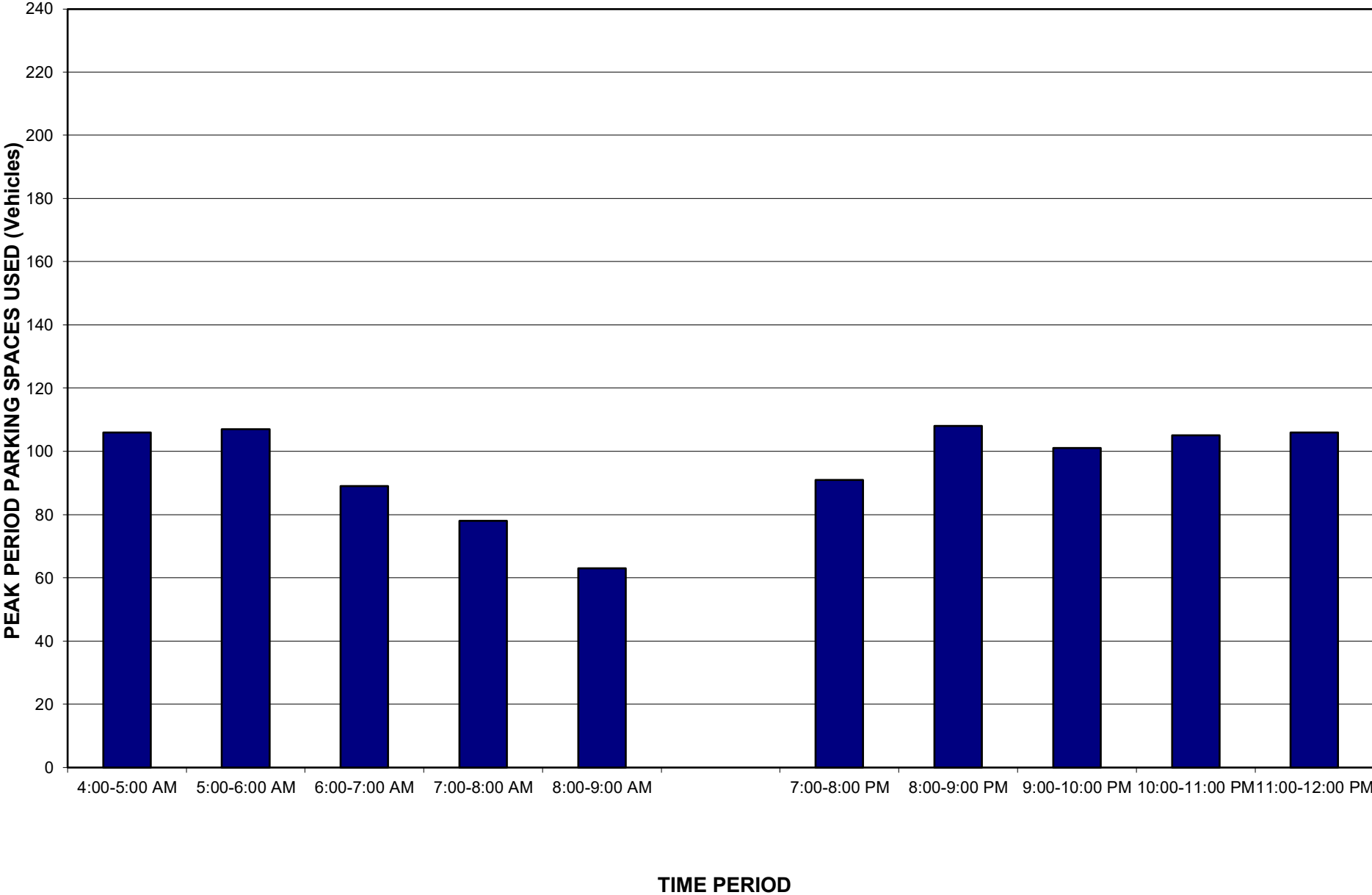
PEAK PERIOD PARKING DEMAND RATIO VS BEDROOMS
THE PINES - 310 W. NEW HAMPSHIRE AVENUE, DELAND, FLORIDA 32720
DATA TAKEN: MONDAY, NOVEMBER 13, 2023



PERCENT OF PEAK PARKING DEMAND
THE PINES - 310 W. NEW HAMPSHIRE AVENUE, DELAND, FLORIDA 32720
DATA TAKEN: MONDAY, NOVEMBER 13, 2023



PEAK PERIOD PARKING SPACES USED
THE PINES - 310 W. NEW HAMPSHIRE AVENUE, DELAND, FLORIDA 32720
DATA TAKEN: MONDAY, NOVEMBER 13, 2023



PEAK PERIOD PARKING LOT OCCUPANCY
THE PINES - 310 W. NEW HAMPSHIRE AVENUE, DELAND, FLORIDA 32720
DATA TAKEN: MONDAY, NOVEMBER 13, 2023

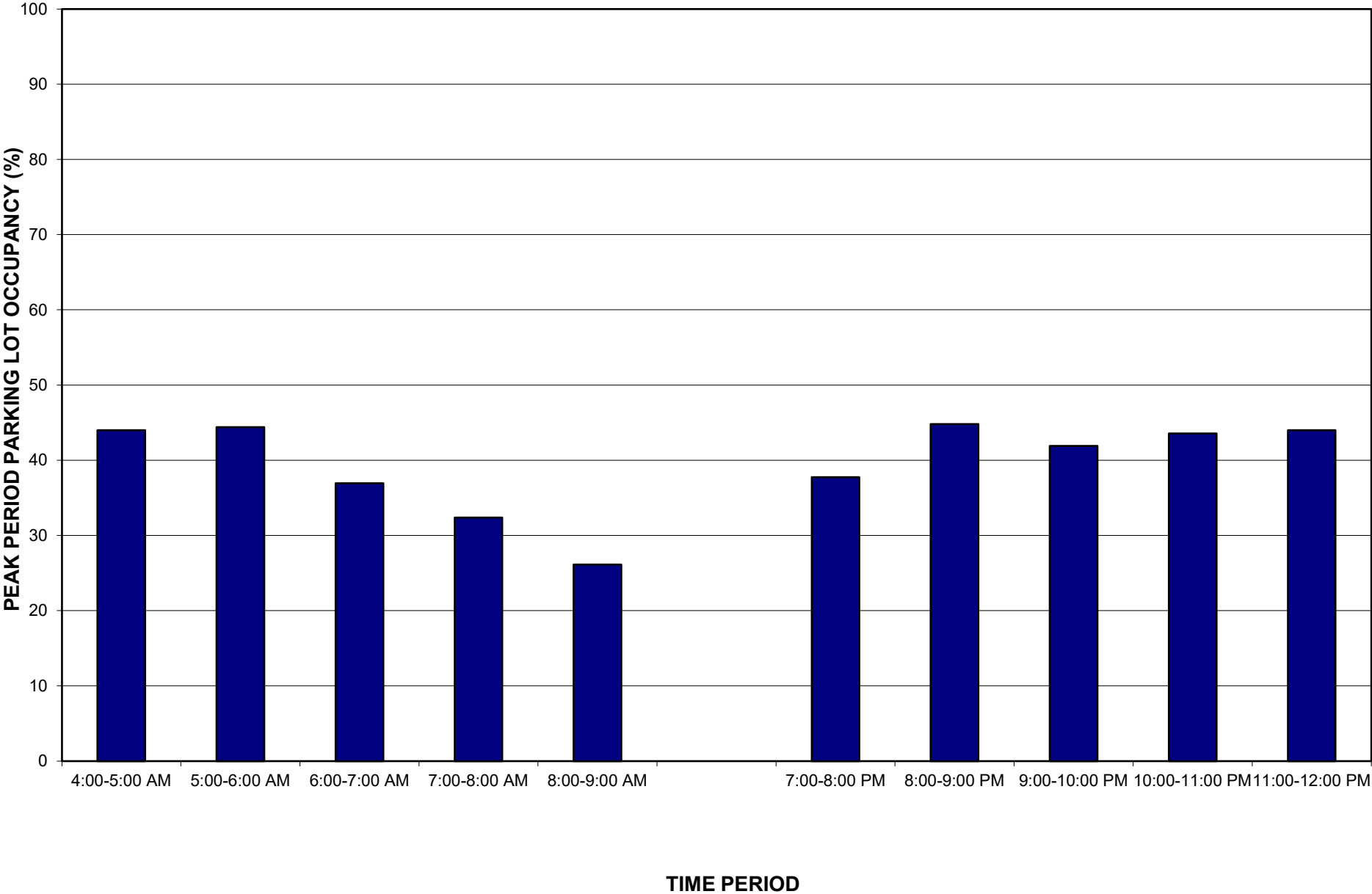


EXHIBIT E

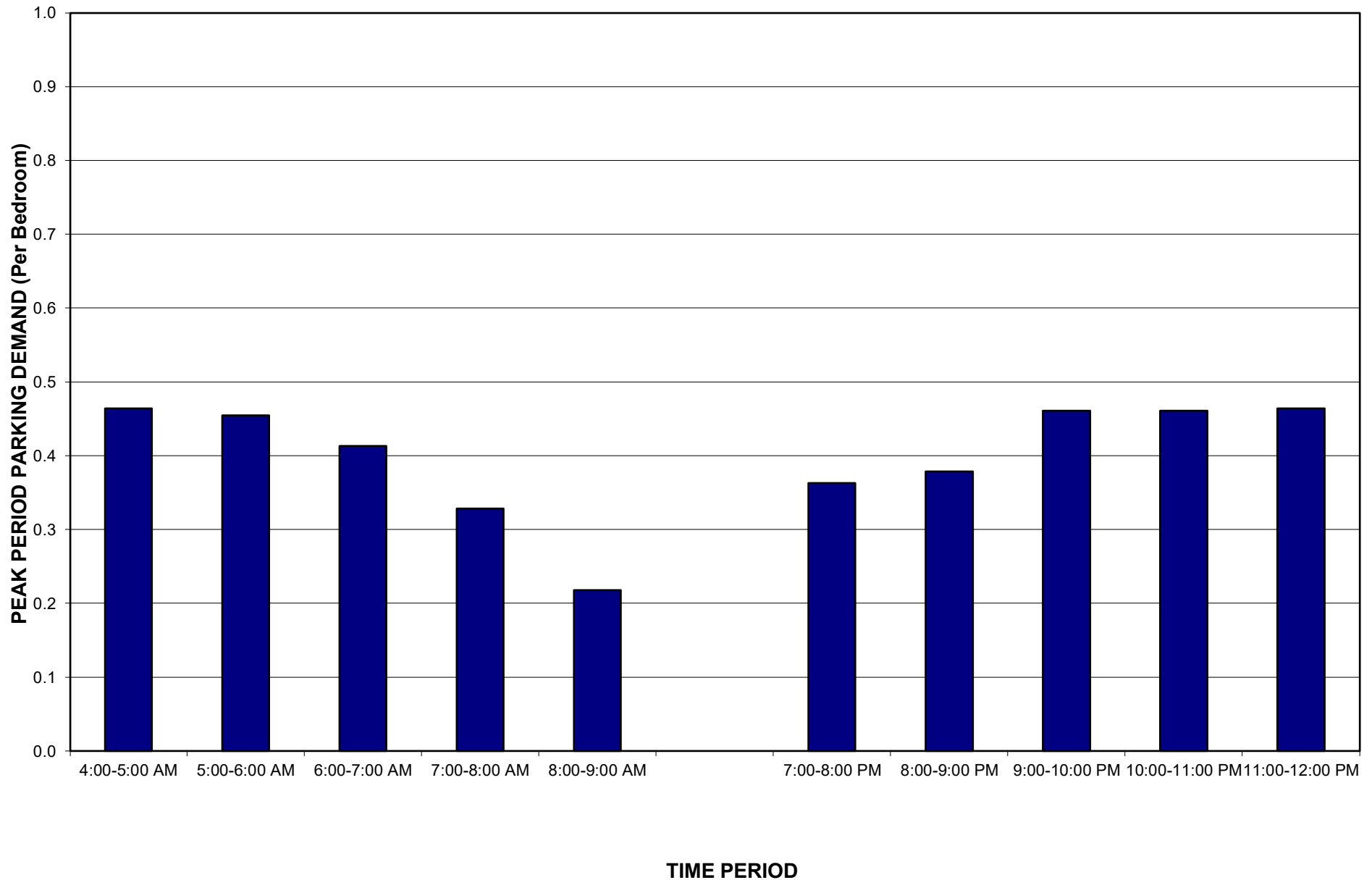
PEAK PERIOD PARKING DEMAND SUMMARY**TAYLOR PLACE - 1575 S. WOODLAND BOULEVARD, DELAND, FLORIDA 32720****TOTAL DWELLING UNITS = 106, NUMBER OF BEDROOMS = 317, AVERAGE SIZE OF DWELLING UNITS = 2.99 BEDROOMS****TOTAL PARKING SPACES AVAILABLE = 263, PARKING SUPPLY = 0.83 PER BEDROOM****Observations Taken on Tuesday, November 14, 2023**

Time Period	Peak Period Parking Spaces Used	Peak Period Unused Parking Spaces	Peak Period Parking Lot Occupancy (%)	Percent of Peak Parking Demand (%)	Peak Period Parking Demand (Per Bedroom)
4:00-5:00 AM	147	116	56	100	0.46
5:00-6:00 AM	144	119	55	98	0.45
6:00-7:00 AM	131	132	50	89	0.41
7:00-8:00 AM	104	159	40	71	0.33
8:00-9:00 AM	69	194	26	47	0.22
	-	-	-	-	-
7:00-8:00 PM	115	148	44	78	0.36
8:00-9:00 PM	120	143	46	82	0.38
9:00-10:00 PM	146	117	56	99	0.46
10:00-11:00 PM	146	117	56	99	0.46
11:00-12:00 PM	147	116	56	100	0.46

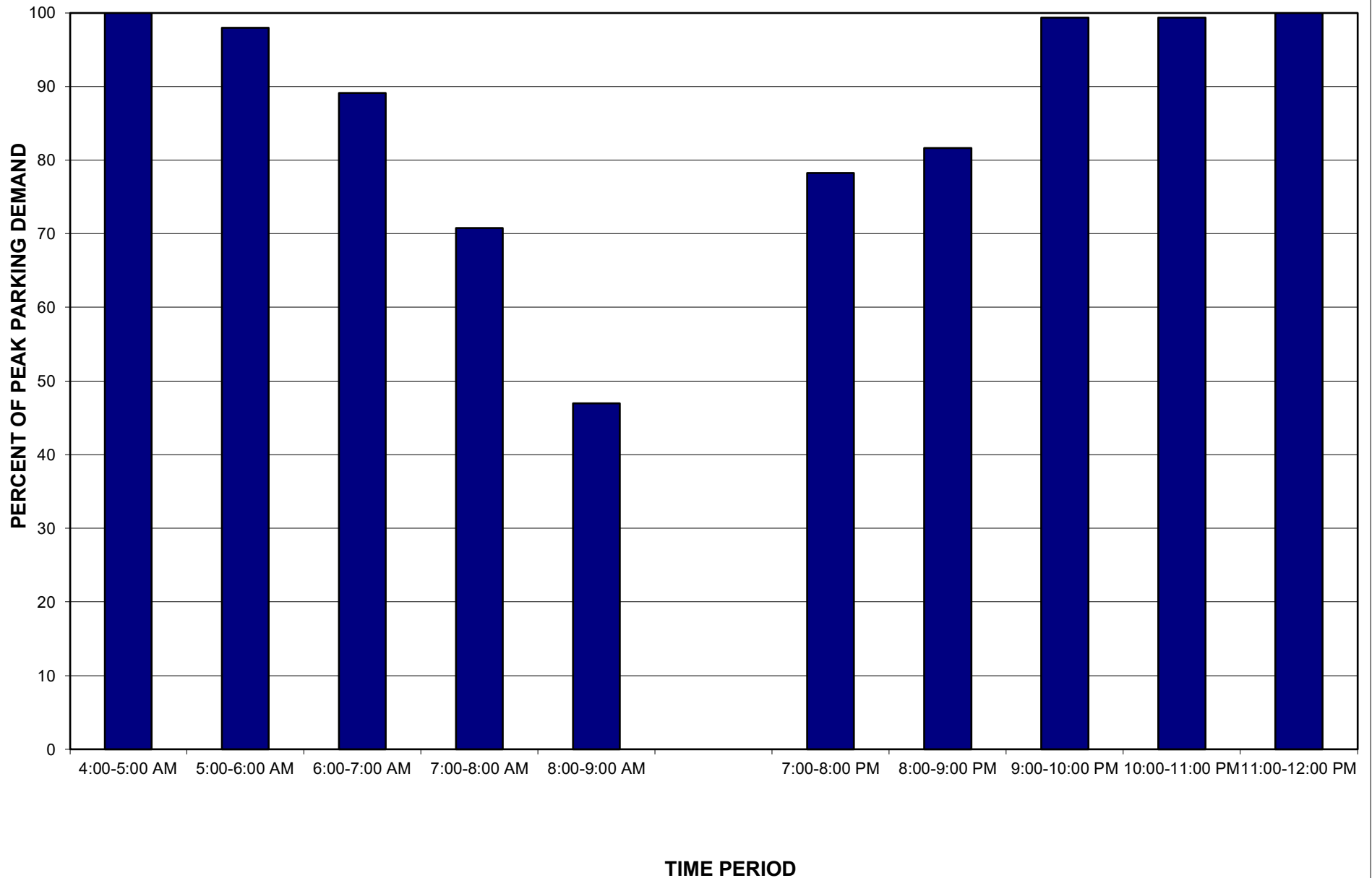
TAYLOR PLACE APARTMENTS			
Address: 1575 S. WOODLAND BOULEVARD, DELAND, FLORIDA 32720			
Date: 11-14-23		Total Parking Spaces Available = 263	
Time Period	Peak Period Parking Spaces Used	Time Period	Peak Period Parking Spaces Used
4:00:00 AM	147	7:00:00 PM	85
4:05:00 AM	147	7:05:00 PM	83
4:10:00 AM	147	7:10:00 PM	87
4:15:00 AM	147	7:15:00 PM	92
4:20:00 AM	147	7:20:00 PM	96
4:25:00 AM	147	7:25:00 PM	97
4:30:00 AM	145	7:30:00 PM	98
4:35:00 AM	145	7:35:00 PM	99
4:40:00 AM	144	7:40:00 PM	101
4:45:00 AM	144	7:45:00 PM	105
4:50:00 AM	144	7:50:00 PM	109
4:55:00 AM	145	7:55:00 PM	115
5:00:00 AM	144	8:00:00 PM	108
5:05:00 AM	143	8:05:00 PM	110
5:10:00 AM	143	8:10:00 PM	113
5:15:00 AM	143	8:15:00 PM	113
5:20:00 AM	142	8:20:00 PM	116
5:25:00 AM	141	8:25:00 PM	120
5:30:00 AM	140	8:30:00 PM	118
5:35:00 AM	138	8:35:00 PM	118
5:40:00 AM	137	8:40:00 PM	118
5:45:00 AM	136	8:45:00 PM	120
5:50:00 AM	134	8:50:00 PM	117
5:55:00 AM	133	8:55:00 PM	117
6:00:00 AM	131	9:00:00 PM	115
6:05:00 AM	128	9:05:00 PM	119
6:10:00 AM	128	9:10:00 PM	120
6:15:00 AM	126	9:15:00 PM	123
6:20:00 AM	125	9:20:00 PM	127
6:25:00 AM	124	9:25:00 PM	131
6:30:00 AM	125	9:30:00 PM	133
6:35:00 AM	119	9:35:00 PM	134
6:40:00 AM	115	9:40:00 PM	138
6:45:00 AM	117	9:45:00 PM	137
6:50:00 AM	111	9:50:00 PM	143
6:55:00 AM	106	9:55:00 PM	146
7:00:00 AM	104	10:00:00 PM	145
7:05:00 AM	101	10:05:00 PM	142
7:10:00 AM	98	10:10:00 PM	140
7:15:00 AM	94	10:15:00 PM	144
7:20:00 AM	91	10:20:00 PM	145
7:25:00 AM	89	10:25:00 PM	143
7:30:00 AM	87	10:30:00 PM	144
7:35:00 AM	84	10:35:00 PM	146
7:40:00 AM	78	10:40:00 PM	145
7:45:00 AM	73	10:45:00 PM	145
7:50:00 AM	71	10:50:00 PM	146
7:55:00 AM	70	10:55:00 PM	143
8:00:00 AM	69	11:00:00 PM	145
8:05:00 AM	67	11:05:00 PM	145
8:10:00 AM	65	11:10:00 PM	146
8:15:00 AM	66	11:15:00 PM	147
8:20:00 AM	66	11:20:00 PM	147
8:25:00 AM	66	11:25:00 PM	142
8:30:00 AM	66	11:30:00 PM	143
8:35:00 AM	60	11:35:00 PM	145
8:40:00 AM	57	11:40:00 PM	145
8:45:00 AM	57	11:45:00 PM	146
8:50:00 AM	51	11:50:00 PM	147
8:55:00 AM	49	11:55:00 PM	147
9:00:00 AM	49	12:00:00 AM	147

EXHIBIT F

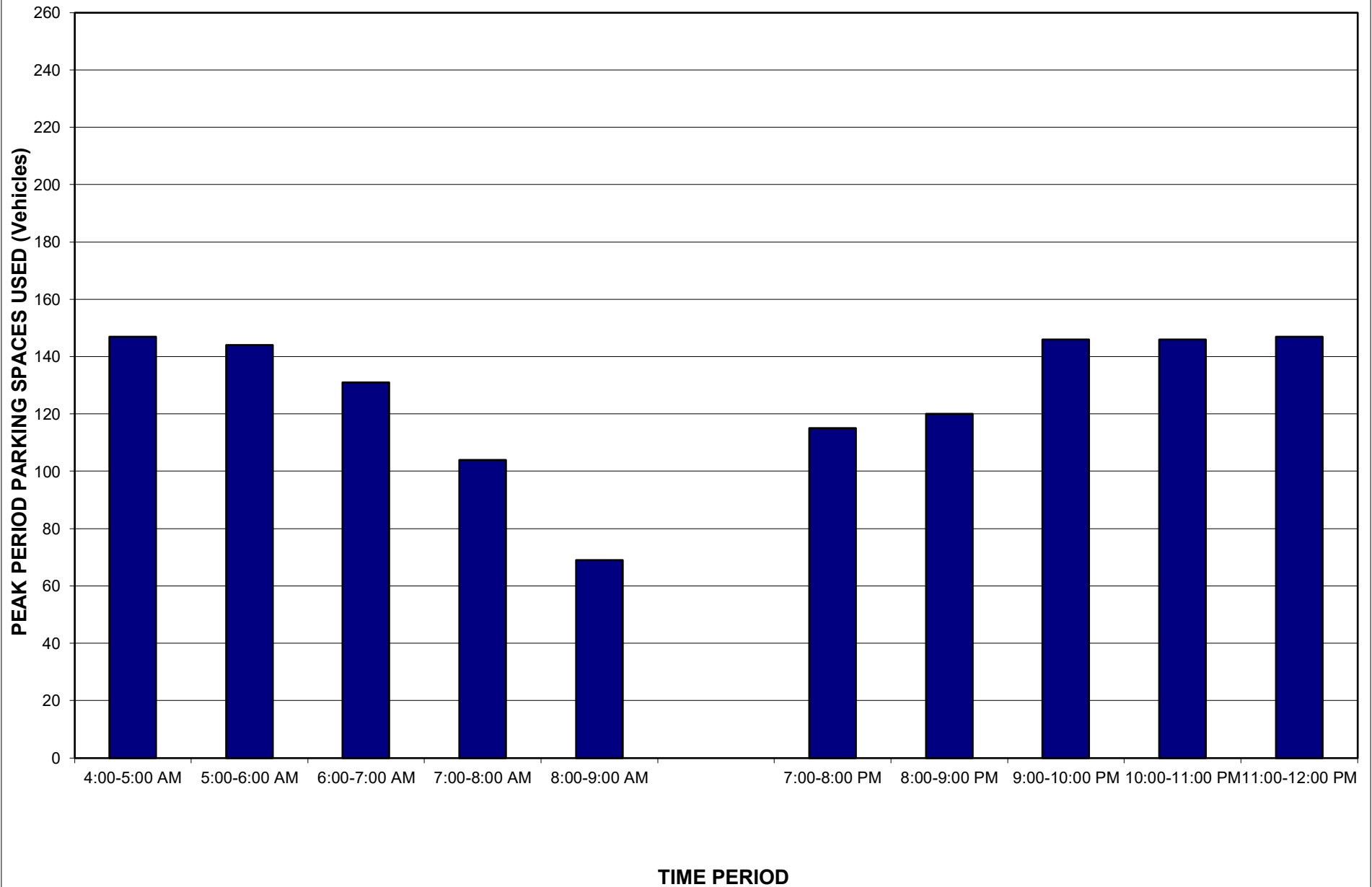
PEAK PERIOD PARKING DEMAND RATIO VS BEDROOMS
TAYLOR PLACE - 1575 S. WOODLAND BOULEVARD, DELAND, FLORIDA 32720
DATA TAKEN: TUESDAY, NOVEMBER 14, 2023



PERCENT OF PEAK PARKING DEMAND
TAYLOR PLACE - 1575 S. WOODLAND BOULEVARD, DELAND, FLORIDA 32720
DATA TAKEN: TUESDAY, NOVEMBER 14, 2023



PEAK PERIOD PARKING SPACES USED
TAYLOR PLACE - 1575 S. WOODLAND BOULEVARD, DELAND, FLORIDA 32720
DATA TAKEN: TUESDAY, NOVEMBER 14, 2023



PEAK PERIOD PARKING LOT OCCUPANCY
TAYLOR PLACE - 1575 S. WOODLAND BOULEVARD, DELAND, FLORIDA 32720
DATA TAKEN: TUESDAY, NOVEMBER 14, 2023

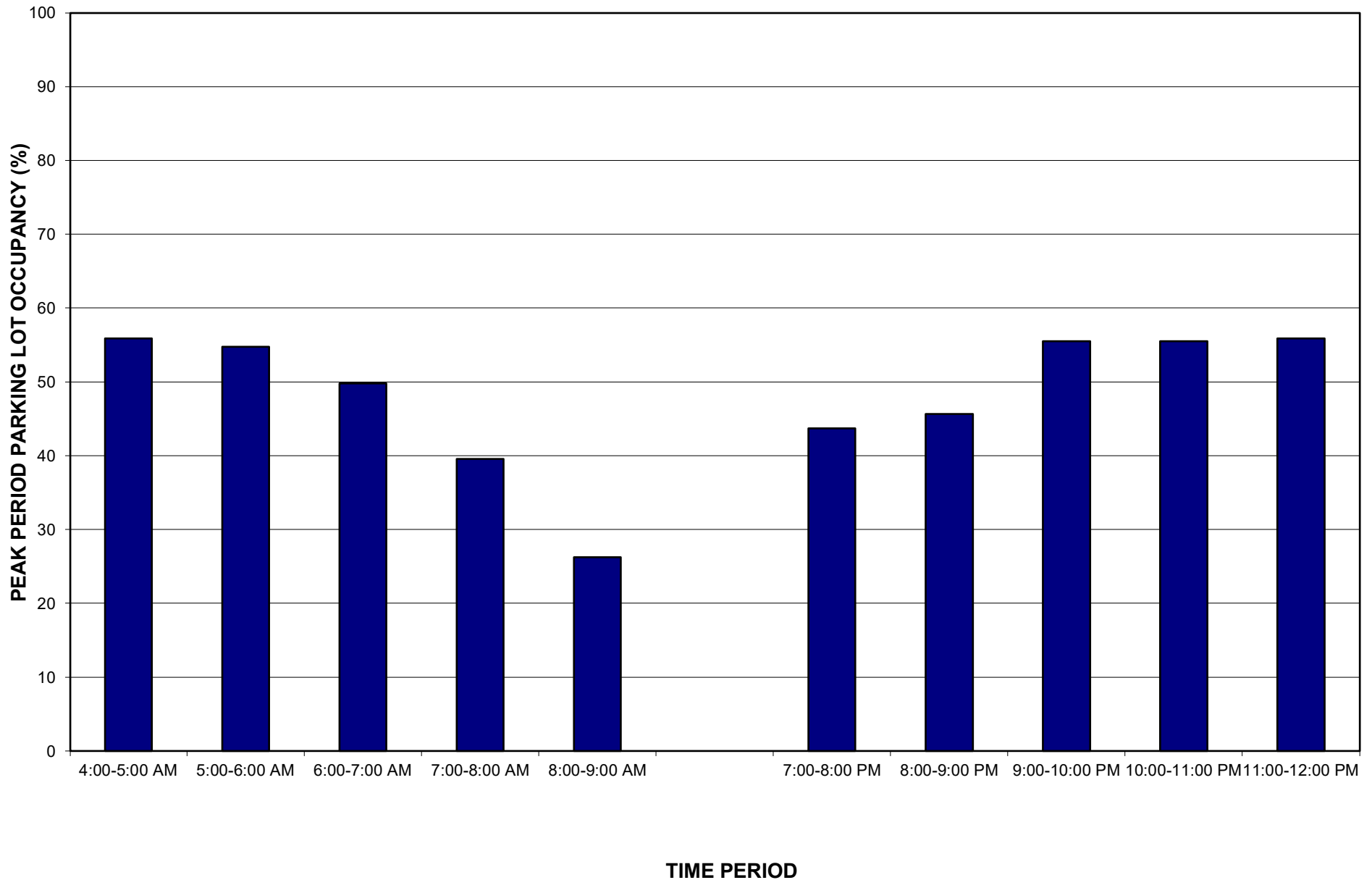


EXHIBIT G

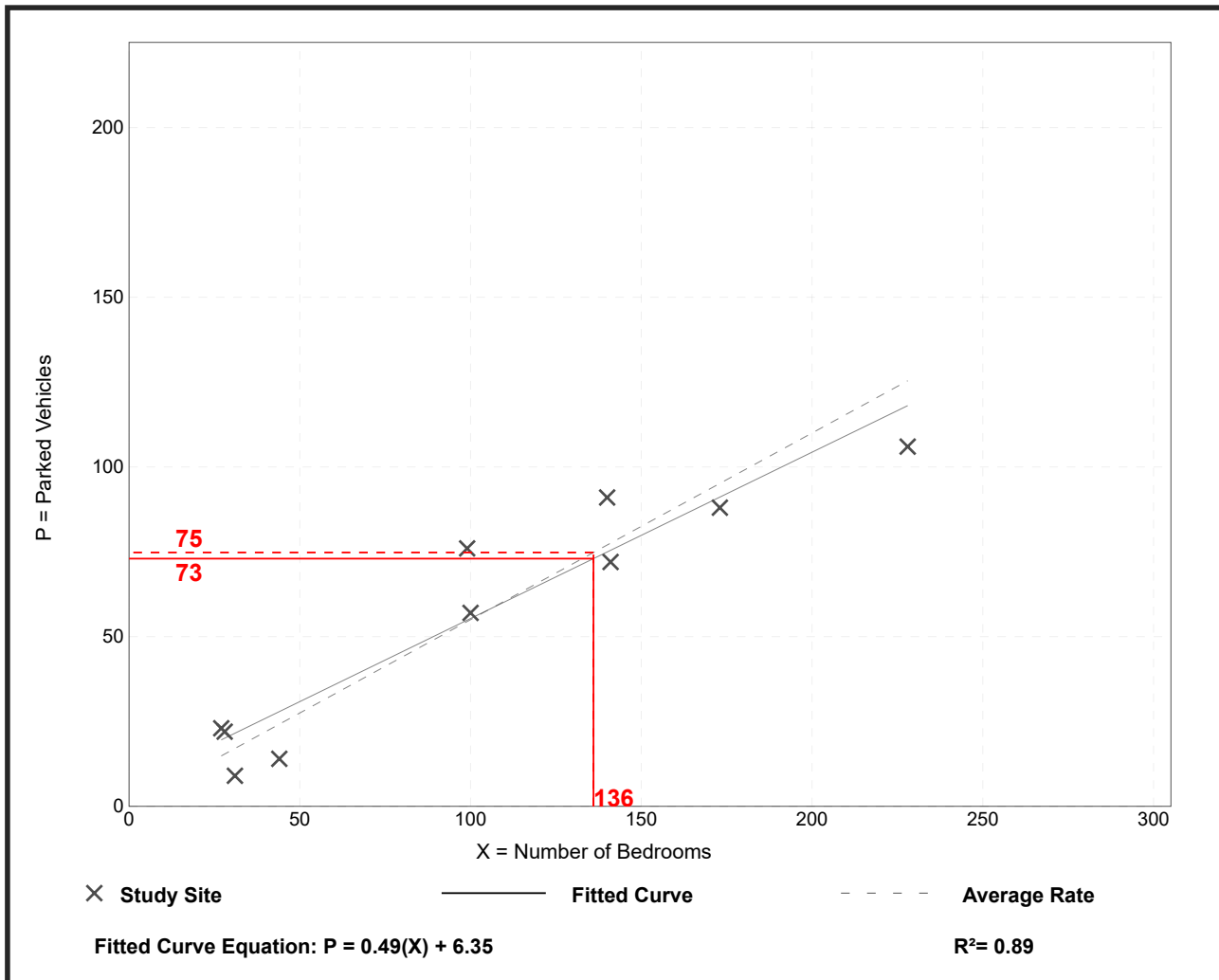
Affordable Housing - Income Limits (223)

Peak Period Parking Demand vs: **Bedrooms**
 On a: **Weekday (Monday - Friday)**
 Setting/Location: **General Urban/Suburban**
 Number of Studies: 10
 Avg. Num. of Bedrooms: 101

Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.55	0.29 - 0.85	0.49 / 0.81	***	0.14 (25%)

Data Plot and Equation



Compiled from:

<http://flhousingdata.shimberg.ufl.edu/income-and-rent-limits/results?nid=1>

HUD Fair Market Rent, 2024

Geography	0 Bedroom FMR (\$)	1 Bedroom FMR (\$)	2 Bedroom FMR (\$)	3 Bedroom FMR (\$)	4 Bedroom FMR (\$)
Volusia	958	1152	1413	1865	1925

HUD Median Income for Counties and MSAs, Family of Four, 2023

Geography	Median Income (\$)
Volusia County	\$78,700

Florida Housing Income Limits, 2023

Geography	AMI Category	1 Person Limit (\$)	2 Person Limit (\$)	3 Person Limit (\$)	4 Person Limit (\$)
Volusia County	30%	16260	18600	20910	23220
Volusia County	50%	27100	31000	34850	38700
Volusia County	60%	32520	37200	41820	46440
Volusia County	80%	43360	49600	55760	61920
Volusia County	120%	65040	74400	83640	92880

Florida Housing Rent Limits, 2023

Geography	AMI Category	0 Bedroom Limit (\$)	1 Bedroom Limit (\$)	2 Bedroom Limit (\$)	3 Bedroom Limit (\$)	4 Bedroom Limit (\$)
Volusia County	30%	406	435	522	603	673
Volusia County	50%	677	726	871	1006	1122
Volusia County	60%	813	871	1045	1207	1347
Volusia County	80%	1084	1162	1394	1610	1796
Volusia County	120%	1626	1743	2091	2415	2694

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Resolution Approving the Removal of Two Historic Trees Located at 547 Bert Fish Drive and 549 Bert Fish Drive.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution, Arborist Inspector Power Point Including Location Map, Tree Advisory Committee Minutes

APPROVED BY: Michael Pleus, City Manager, April 30, 2024

SUMMARY/HIGHLIGHT:

Stetson University has requested permission to remove two historic trees located at 547 Bert Fish Dr. and 549 Bert Fish Dr. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the trees proposed for removal are 26" and 34" DBH historic Live Oaks in GOOD condition.

At their April 16, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 26" and 34" DBH Live Oak trees due to it not being economically or practically feasible to develop the site as shown on their site plan without removing the trees.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic trees approved for removal. The minimum size for replacement trees is six-inch caliper and seventeen feet height.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

These tree removals and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

At their April 16, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of one 34" DBH Live Oak tree located at 547 Bert Fish Dr. and one 26" DBH Live Oak tree located at 549 Bert Fish Dr. due to it not being economically or practically feasible to develop the site without removing the trees.

The Tree Advisory Committee recommended that one hundred percent DBH replacement be required for these historic trees. The minimum size for replacement trees is six-inch caliper and seventeen feet height.

Staff recommends that the City Commission APPROVE the removal of the 26" DBH and 34" DBH historic trees with the requirement that the applicant replace the trees with trees of a minimum six-inch caliper and seventeen feet height such that 60 total inches DBH of replacement trees are provided.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspector's PowerPoint, which includes the project location map. The Minutes from the April 16, 2024 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF TWO HISTORIC TREES LOCATED AT 547
BERT FISH DRIVE AND 549 BERT FISH DRIVE; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the applicant, Stetson University, is requesting permission to remove two (2) historic trees located at 547 Bert Fish Dr. and 549 Bert Fish Dr.; and

WHEREAS, the City's Forester has determined that the 26" and 34" DBH Live Oak trees are historic and in good condition; and

WHEREAS, on April 16, 2024, the Tree Advisory Committee recommended approval for the removal of the historic trees based on a finding that it would not be economically or practically feasible to develop the project without removing the trees; and

WHEREAS, on April 16, 2024, the Tree Advisory Committee recommended that one hundred percent DBH replacement be required for the historic trees with a minimum size for replacement trees of six (6) inch caliper and seventeen (17) feet height such that 60 total inches DBH of replacement trees are provided.

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

Section 1. The City Commission hereby approves the request for removal of two (2) historic trees at Stetson University located at 547 Bert Fish Dr. and 549 Bert Fish Dr. with a replacement requirement of one hundred percent DBH.

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

PASSED AND DULY ADOPTED this 6th day of May, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Stetson University Resident Hall

Parcel #700916000350

Off of University Avenue Between Bert Fish Drive and Amelia Avenue

26" DBH Live Oak and 34" DBH Live Oak

Tree Location Map



26" DBH Live Oak









34" DBH Live Oak









Additional 36" DBH Live Oak to be Preserved









Tree Advisory Committee Minutes

April 16, 2024

Call to Order: Steve Edgar called the meeting to order at 5:18

Roll Call: **Members:** Howard Jeffries, Steve Edgar, Barbara Stockhausen, Dana Venrick, Dani Keller, Suze Peace
 City Staff: Corrigan Loduha, Chris Jackson, and Kit Dennis

Approval of the Minutes of the Previous Meeting: Suze Peace made a motion to approve the minutes of the last meeting. Howard Jeffries seconded the motion, all present agreed, and the motion carried.

Old Business:

City Nursery: The Tree Giveaway trees have arrived. There will be seven varieties available at the Tree Giveaway, including River Birch, Magnolia, Persimmon, and Bald Cypress. Members volunteering at the event were reminded to arrive through the Garfield gate between 7- 7:30, with main gates opening to the public at 8:00.

Shaded Streets Update/Adopt-a-Tree: No new updates at this time.

Historic Tree Removal at WWTP Site: Removal with 100% replacement was approved by the Commission at the April 1, 2024 meeting. Kit Dennis told members that the developers found they needed to make some changes to the landscaping plan presented originally. The permit will not be closed out until the landscape plan is revised. He is assisting them in completing their claim process.

New Business:

Two Historic Tree Removals for Stetson University Student Housing Project: Stetson University is requesting approval to remove a 34" DBH Live Oak and a 26" DBH Live Oak for construction of a new student housing facility. The trees are located at 547 Bert Fish Dr and 549 Bert Fish Dr. Plans for the proposed facility allow a third historic Live Oak to be spared. Kit Dennis presented photos of all three trees to members, as well as a view of the site illustrating where the two trees requested for removal are located. Howard Jeffries motioned to approve the removal of the two Live Oaks on the condition of 100% replacement at a minimum six-inch caliper, four-inch DBH, and height of seventeen feet. Code will require the replacements be planted on-site, or elsewhere on campus property. Dani Keller seconded the motion, and all members present were in favor

Modification of the List of Approved Replacement Trees: Kit Dennis and Chris Jackson discussed with members the possible additions of Sylvester Palm, Pindo Palm, and Roebelenii Palms to the list of trees from which replacement trees may be chosen. They also suggested removing Basswood. Harry Delashmutt recommended considering Florida Thatch Palm and Keys Thatch Palm as additions to the list.

Victoria Park Palm Tree Pruning: Harry Delashmutt attended with another guest, a Victoria Park neighbor who shares his concerns with the excessive pruning practices taking place. Steve Edgar recently reached out to the HOA management to bring their attention to the city ordinance code that they are violating, and to seek resolution of the issue. Harry Delashmutt told members that since receipt of the letter, the community council has continued to disregard the ordinance, severely over-trimming more than 50 palm trees earlier this month. Steve Edgar agreed to draft a second letter to the HOA. The letter will detail the code ordinance, as well as the penalties associated with repeated violations.

Comments from Members: Howard Jeffries shared a book recommendation, The Nature of Nature. Suze Peace shared an article from The Beacon featuring Mayor Chris Cloudman, Public Works Deputy Director, Mariellen Calabro, and members of the Garden Club promoting DeLand's implementation of "Less-Mow Spring." The article highlights the environmental benefits of reduced mowing practices in ongoing efforts to recover and protect native pollinators.

Adjourn: Dana Venrick made a motion to adjourn and Howard Jeffries seconded. The meeting adjourned at 6:00 PM.

Next Meeting: May 14, 2024

CITY OF DELAND
Request for Commission Action
May 6, 2024

SUBJECT: Discussion re Proposed Changes Related to the Comprehensive Plan Update.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, May 1, 2024

SUMMARY/HIGHLIGHT:

The Planning Division is in the process of updating the City's Comprehensive Plan. This update will incorporate priorities from the Commission's newly adopted Strategic Plan, revise and update each of the existing chapters, add two new chapters - one for Economic Development and one for Placemaking, and update the maps.

The last Comprehensive Plan Evaluation and Appraisal proposal was initiated in 2016, but was not completed. The City adopted the Property Rights Element in 2021 and added the Transitional Residential Development Future Land Use Category in 2022. The City did not submit the required 2023 Evaluation and Appraisal proposal or complete the 2023 EAR. In 2023, the State passed legislation specifying that Comprehensive Plans include 10 and 20 year population projections.

Planning staff are undertaking a full Evaluation and Appraisal for the Comprehensive Plan and has contracted with the University of Florida Bureau of Economic Business Research (BEBR) for population projections through 2050. The scope of the project encompasses not only the city's current corporate limits, but also the entire utility service area. The City is working with Volusia County to acquire land use, zoning and development information outside the City limits, but within the City's Utility Service Area Boundary. The broadened analysis will help guide future decisions related to planning, infrastructure, recreation and emergency services from now until 2050.

Staff is proposing to add two new Elements - Placemaking and Economic Development. These two new elements will align with the City's recently updated Strategic Plan and the soon-to-be-adopted 2050 Vision Plan. The overriding principle heard from the residents was: "Preserve the small-town feel" of DeLand. The addition of a Placemaking element will provide goals and policies to guide development while maintaining the distinct small-town character of the city. The new Economic Development chapter will build off of the Strategic Plan elements regarding economic development, business retention, and a vibrant downtown. The proposed revisions will also encourage a grid pattern in new development to help offset the potential traffic impacts of our continued growth. Staff will also be updating the studies, strategies, and projects throughout the Comprehensive Plan.

Summaries of the revisions and the two new elements will be discussed with the public at a community open house on May 16, 2024. City staff will also place these summaries on the City's website for public review and comment. Staff will bring the proposed revisions to the Planning Board on June 12, 2024 and for 1st reading at City Commission on July 1, 2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The purpose of the Comprehensive Plan Update is to incorporate many of the newly-adopted policies and guidelines from the Strategic Plan and the 2050 Vision Plan.

SUSTAINABILITY:

The Comprehensive Plan update will include additional sustainability goals, policies, and objectives.

FISCAL IMPACT:

While staff is conducting the update in-house with existing staff, the population projections will be provided by the University of Florida Bureau of Economic Business Research at a cost of \$25,900.00. This cost is fully budgeted.

RECOMMENDATION:

No formal action is required. Discussion only.

BACKGROUND/DISCUSSION:

Staff is conducting a full update to the Comprehensive Plan including population projections for the next 10 and 20 years, which is required by the State of Florida. The project must be completed by November 1, 2024.