CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
MAY 20, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Eugene Collier, New St. Johns Missionary Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Proclamation, National Public Works Week.
2. Proclamation, Emergency Medical Services Week.
3. Introduction of Firefighter-Cesar Prada.
4. Introduction of Police Officer-Jamal Thaxton Anderson.
5. Employee Years of Service Awards.

CONSENT AGENDA

1. Resolution Approving Local Historic Designation for the "Northwest Square" Located at 306 West Wisconsin Avenue.

   This request is for approval to place the mixed-use building, located at 306 West Wisconsin Avenue, on the local register of historic places for the City of DeLand. On May 2, 2024, the City of DeLand Historic Preservation Board recommended approval of the nomination as it meets the criteria for designation as outlined in Land Development Regulations Section 33-34.02.

2. Consideration re Approval of Task Order to Design Entry Sign/Feature Kepler/Sr 44 and Orange Camp Road/MLK Roundabout Monument Signs.

   Staff recommends that the City Commission approve CPH Task Assignment No. 27, which includes landscape design, agency coordination and construction plans for the total amount of $85,502.00.

3. Consideration re City of DeLand Vulnerability Assessment & Adaptation Plan, State of Florida Department of Environmental Protection Grant Agreement.

   Staff recommends that the Commission approve the FDEP Grant Agreement for the City of DeLand Vulnerability Assessment & Adaptation Plan.

4. Consideration re Approval of Lake Moore Land Management Plan.

Approval of the Lake Moore Property Management Plan.

5. Consideration re Task Order Assignment, 2025 Water Main Improvements Design.

   Staff recommends the City Commission authorize McKim & Creed Engineering to perform professional services outlined in Task Order Proposal dated 4/26/2024 for the total amount of $346,130.

6. Consideration re Task Order Assignment, Downtown Water Main Improvements Design.

   Staff recommends the City Commission authorize McKim & Creed Engineering to perform professional services outlined in Task Order Proposal dated 4/24/2024 for the total amount of $312,585.

7. Consideration re Task Order Assignment, Lift Station 79 Replacement Construction Phase Services.

   Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide Construction Phase Services for the Lift Station 79 Replacement project.

8. Consideration re Award of Bid, Miscellaneous Right-of-Way ADA Improvements CDBG FY 22-23.

   Staff recommends that the City Commission award the Miscellaneous Right-of-Way ADA Improvements project to PSG Concrete & Excavation, LLC for an amount not to exceed $98,499.98.

9. Consideration re Additional Funding for Aaron's Backflow for the Backflow Program.

   Staff recommends that the City Commission approve this request for additional funding for the backflow program in the amount of $210,000.00 for a change order to the Aaron's Backflow purchase order.

10. Consideration re Utility Service Agreement for SMA Healthcare, Located at 1251 North Stone Street.

    Staff recommends that the City Commission approve the Utility Service Agreement for SMA Healthcare.

11. Resolution re Surplus Equipment.

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

12. Consideration re Approval of Conceptual Design Contract with CPH for South Clara Avenue Trail.

    Consideration of Approval of Conceptual Design Contract with CPH for South Clara Avenue Trail.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinances Amending City of DeLand Charter. (1st. Rdg. 05-06-24).

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

2. Second Reading of Ordinance No. 2024-25, Amending and Restating the Summit Place Planned Development Agreement. (1st Rdg. 05-06-24).

   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 second reading.

3. Second Reading of Ordinance No. 2024-26, Amending and Restating the Gateway East Planned Development Agreement. (1st Rdg. 05-06-24).

   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 second reading.

NEW BUSINESS

1. First Reading of Ordinance Annexing 5.15 Acres of Property Located at 1605 North Kepler Road and the Adjacent Right-of-Way.

   This is a request to annex 5.15 acres of property into the city limits of DeLand for the property located at 1605 North Kepler Road.

2. First Reading of Ordinance Changing the Land Use for Approximately 4.56 Acres of Property, Located at 1605 North Kepler Road.

   This is a request to amend the future land use designation of 1605 North Kepler Road from Volusia County Urban Low Intensity and Volusia County Industrial, to the City of Deland Industrial.

3. First Reading of Ordinance Changing the Zoning for 4.56 Acres of Property, Located at 1605 North Kepler Road, from Volusia County I-1 (Light Industrial) and Volusia County R-4 (Urban Single Family) to City of DeLand M-1 (Industrial).

   This is a request to rezone 1605 North Kepler Road, from Volusia County I-1 and Volusia County R-4, to City of DeLand M-1.

4. First Reading of Ordinance Amending Chapter 33, Section 33-19.13, Residential Dwelling Units on First Floor.

   Planning staff are proposing a text amendment to the Land Development Regulations to provide development standards for residential units in the Downtown Commercial District (C-2A).

5. First Reading of Ordinance Changing the Zoning for Property Located at 215 and 221 West Wisconsin Avenue, from R-1A (Single-family Residential) to C-2A (Downtown Commercial).

   This is a request to rezone 215 & 221 West Wisconsin Avenue from R-1A, single family, to C-2A, Downtown Commercial, to reduce the nonconformities of the property and to allow for the existing duplexes to remain.

6. First Reading of Ordinance Abandoning 1.22 Acres of the Bert Fish Drive Right-of-Way from University Avenue South to Minnesota Avenue and East Bert Fish Drive Right-of-Way from North Bert Fish Drive East to North Amelia Avenue.

The applicant is seeking to vacate the North Bert Fish Dr. Right-of-Way from University Ave. South to Minnesota Ave. And the East Bert Fish Dr. Right-of-Way from North Bert Fish Dr. East to North Amelia Avenue. Based on compliance with the applicable criteria, staff recommends that the City Commission approve the right-of-way vacation application A24-098.

7. Resolution Calling for Charter Referendum Election.

   Resolution calling for a Charter Referendum Election on August 20, 2024.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

Clerk.

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

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

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

The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, *Public Works services provided in our community are an integral part of our citizens' everyday lives; and*

Whereas, *the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as stormwater, sewers, streets and highways, public buildings, solid waste collection, parks and canal maintenance; and*

Whereas, *the health, safety, and comfort of this community greatly depends on these facilities and services; and*

Whereas, *in time of natural disaster, public works employees are also the first responders to insure the safety of our citizens; and*

Whereas, *the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and*

Whereas, *the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and*

Whereas, *this year's theme "**Advancing Quality of Life for All**" calls us to celebrate the hard work and dedication of the many public works professionals throughout the nation.*

Now, therefore, *I Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim the week of May 19 through May 25, 2024 as*

National Public Works Week

in the City of DeLand and urge all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials and employees make every day to our health, safety, comfort, and quality of life.

Done and proclaimed *this 20th day of May 2024.*

_____

Christopher M. Cloudman, Mayor

Attest:

_____

Julie A. Hennessy, City Clerk - Auditor

The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, *Emergency Medical Services is a vital public service; and*

Whereas, *the members of the DeLand Fire Department Emergency Medical Technicians and Paramedics are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

Whereas, *access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

Whereas, *emergency medical services have grown to fill a gap by providing important, out of hospital care making up over 70% of the DeLand Fire Department's responses; and*

Whereas, *the emergency medical services systems consist of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and*

Whereas, *the members of the DeLand Fire Department engage in hundreds of hours of specialized training and continuing education to enhance their lifesaving skills; and*

Whereas, it *is appropriate to recognize the value and accomplishments of DeLand Fire Department emergency medical services providers by designating the Emergency medical Services Week.*

Now, therefore, *I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim, May 19 - 25, 2024 as:*

"Emergency Medical Services Week"

Done and proclaimed *this 20th day of May 2024.*

_____

Attest: *Christopher M. Cloudman, Mayor*

_____

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, May 14, 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.

35 Years of Service
Julie A. Hennessy, City Clerk

20 Years of Service
Elisher Ellis, Airport Operations

10 Years of Service
Brian Roberts, Police 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 awards.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Resolution Approving Local Historic Designation for the "Northwest Square" Located at 306 West Wisconsin Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Resolution, HPB24-085 Aerial Vicinity Map, Florida Master Site File, Concept Plan 6-1-2022

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

This request is for approval to place the mixed-use building, located at 306 West Wisconsin Ave, on the local register of historic places for the City of DeLand. The previous use of this property was the Trinity United Methodist Church, but the property has since been sold to new owners. On August 15, 2022, Ordinance 2022-15 was approved to change the zoning from R-1B to City's Planned Development, Northwest Square PD. The approval of this PD allows for the property to be mixed-use, consisting of residential and commercial uses. A building renovation permit was applied for in December 2023 and the interior work has since begun, converting the previous use (Church) to commercial uses on the first floor and residential uses on the upper floors.

On May 2, 2024, the City of DeLand Historic Preservation Board recommended approval of the nomination as it meets the criteria for designation, as outlined in Land Development Regulations Section 33-34.02.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The designation of this property would be consistent with two of the guiding principles adopted by the City that are meant to preserve and enhance the City's distinctive assets: Community and History. This designation will enhance the historic nature of the downtown area by expanding the local register, protecting our neighborhoods, and encouraging historic preservation and restoration efforts.

SUSTAINABILITY:

The architectural features of the building are being preserved. The addition of this building to the Local Registry is a benefit to the community and the surrounding properties by enhancing the historic nature of the neighborhood and community. The City's sustainability goals are furthered by continued preservation of historic structures and adding additional housing near Downtown.

FISCAL IMPACT:

The nomination is being initiated by the Applicant, with no direct fiscal impact to the City. The previous use of the property was the Trinity United Methodist Church, so the redevelopment of this building will add it to the tax roll. However, the applicant has applied for the City of DeLand Historic Preservation property tax exemption.

RECOMMENDATION:

It is recommended that the City Commission approve the placement of this structure on the local register of historic places.

BACKGROUND/DISCUSSION:

The nomination of this property, located within the Downtown Support District and West DeLand Residential Historic District (National Register), has been reviewed per the City's Land Development Regulation Section 33-34.02. The attached staff report includes supporting documentation which outline the historic significance of this building. The previous use of this property was the Trinity United Methodist Church, but the property has since been sold to new owners. On August 15, 2022, Ordinance 2022-15 was approved to change the zoning from R-1B to City's Planned Development, Northwest Square PD. The approval of this PD allows for the property to be mixed-use, consisting of residential and commercial uses. A building renovation permit was applied for in December 2023 and the interior work has since begun, converting the previous use (Church) to commercial uses on the first floor and residential uses on the upper floors.

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING PLACEMENT OF A MIXED-USE BUILDING ON THE LOCAL REGISTER OF HISTORIC PLACES, LOCATED AT 306 WEST WISCONSIN AVENUE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Halley Matuszczak, has applied for placement on the Local Register of Historic Places of a mixed-use building located at 306 West Wisconsin Avenue; and

WHEREAS, the previous use of the building was the Trinity United Methodist Church, constructed around 1926 and the addition of this building to the Local Registry will benefit the community and surrounding properties by enhancing the historic nature of the neighborhood and community; and

WHEREAS, on May 2, 2024, the Historic Preservation Board recommended approval of the listing of the mixed-use building on the Local Register of Historic Places.

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

Section 1. The City Commission of the City of DeLand hereby approves placement of a mixed-use building located at 306 West Wisconsin Avenue on the Local Register of Historic Places.

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

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

PASSED AND DULY ADOPTED this 20th 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
HPB24-085
Northwest Square
E-1
319
335
333
327
309
241
239
SUBJECT PROPERTY
WISCONSIN AV W
306
PD
ATLANTIC AV N
245
236
241
R-1A
237
227
CLARA AV N
225
219
215
R-1B
200
Legend:
City Zoning
County Zoning
N
Not to Scale

RECORD NUMBER: 91
Page 1 **HISTORICAL STRUCTURE FORM** **Site #** VO 3557
X **original** **FLORIDA MASTER SITE FILE**
update

SITE NAME: Trinity Meth. Episcopal Church
HISTORIC CONTEXTS: Boom Times
NAT. REGISTER CATEGORY: Building
OTHER NAMES OR MSF NOS:
COUNTY: Volusia **OWNERSHIP TYPE:** CONP
PROJECT NAME: Stetson University + City of DeLand: S+P **DHR NO.** 2836
LOCATION:
ADDRESS: 242 North Clara Avenue
CITY: DeLand MULTLIST # VO A3691
VICINITY OF/ROUTE TO: See attached maps

SUB: Rich's Addition to DeLand **BLOCK** 7 **LOT** A
PLAT OR OTHER MAP: Prop. Appraiser Map of Volusia County
TOWNSHIP: 17S **RANGE:** 30E **SECTION:** 8 **1/4:** **1/4-1/4:**
IRREGULAR SEC? **y** X **n** **LAND GRANT:** None
USGS 7.5 MAP: DeLand, FL 1964: PR 1980
UTM: ZONE: **EASTING:** **NORTHING:**
COORDINATES: LATITUDE: **D** **M** **S** **LONGITUDE:** **D** **M** **S**

HISTORY
ARCHITECT:
BUILDER: Odell Dugger
CONSTRUCTION DATE: 1926 **RESTORATION DATE(S):**
MODIFICATION DATE(S): 1960
MOVE: DATE: **ORIG. LOCATION:**
ORIGINAL USE (S): Religious
PRESENT USE (S): Religious

DESCRIPTION
STYLE: Late Gothic Revival
PLAN: EXTERIOR: L-shaped
PLAN: INTERIOR:
NO. STORIES: 2 **OUTBLDGS:** 0 **PORCHES:** 0 **DORMERS:** 8
STRUCTURAL SYSTEM(S): Hollow clay tile
EXTERIOR FABRIC(S): Brick
FOUNDATION: TYPE: Continuous
MATERIALS: Brick
INFILL:
PORCHES:
ROOF: TYPE: Gable
SURFACING: Composition shingle
SECONDARY STRUCS: 8 triangular dormers
CHIMNEY: NO.: 1
MATERIALS: Brick
LOCATIONS: W: slope
WINDOWS: Lancet 16/6; stained leaded glass

EXTERIOR ORNAMENT: Stained glass, lancet windows, decorative molding
CONDITION: Good
SURROUNDINGS: Residential
NARRATIVE:
See Continuation Sheet

SEE SITE FILE STAFF FOR ORIGINAL PHOTO(S) OR MAP(S)

ARCHAEOLOGICAL REMAINS AT THE SITE
FMSF ARCHAEOLOGICAL FORM COMPLETED? **y** X **n**
ARTIFACTS OR OTHER REMAINS: None observed

RECORDER'S EVALUATION OF SITE
AREAS OF SIGNIFICANCE: Architecture; religion

ELIGIBLE FOR NAT. REGISTER?	X **y**	**n**	**likely, need info**	**insf info**
SIGNIF. AS PART OF DISTRICT?	X **y**	**n**	**likely, need info**	**insf info**
SIGNIFICANT AT LOCAL LEVEL?	X **y**	**n**	**likely, need info**	**insf info**

SUMMARY OF SIGNIFICANCE
See continuation sheet

* * * * DHR USE ONLY * * * * * * * DHR USE ONLY * * * * * *
* DATE LISTED ON NR _____ *
* KEEPER DETERMINATION OF ELIG.(DATE): _YES _____ _NO _____ *
* SHPO EVALUATION OF ELIGIBILITY (DATE): _YES _____ _NO _____ *
* LOCAL DETERMINATION OF ELIG. (DATE): _YES _____ _NO _____ *
* OFFICE_____ *
* *
* * * * DHR USE ONLY * * * * * * * DHR USE ONLY * * * * * *

RECORDER INFORMATION: **NAME:** Sidney Johnston
DATE: 02/01/91 **AFFILIATION:** Historic Property Associates, Inc.

PHOTOGRAPHS
LOCATION OF NEGATIVES: HPA, Inc., St. Augustine, FL
NEGATIVE NUMBERS: Roll 3, #21

PHOTOGRAPH M A P

See Attachments

STATEMENT OF SIGNIFICANCE

Architectural Narrative: This two-story masonry church is located at 242 North Clara Avenue. Its Late Gothic Revival styling is expressed by a cross-gable roof pierced by numerous triangular dormers and a recessed entrance enclosed by a decorative arch. Cast crete embellishes lintels, sills, buttresses, and belt courses. Fenestration consists of leaded-glass lancet windows. The exterior wall fabric is brick. Although the church has been expanded over time, it retains much of its original character.

Architectural Context: The Gothic Revival style, popular in the U.S. between 1840 and 1880, has its roots in England from the mid-eighteenth century. In the U.S., Richard Upjohn and Alexander Jackson Davis developed the style in the 1830s and 1840s for ecclesiastical and residential buildings, respectively. Later, Andrew Jackson Downing popularized the style with several pattern books, which showed the suitability of the style even to modest domestic designs. Downing stressed the style's application in rural settings, where it would be compatible with the natural landscape. His efforts helped to make Gothic Revival one of the dominant building styles of the 1840s. Ecclesiastical examples of the style range from Richard Upjohn's masterwork, Trinity Church in New York City (1839-1846), to his smaller Carpenter Gothic version of the style, St. Luke's in Clermont, New York (1857). Domestic versions include Alexander Jackson Davis' Glen Ellen in Baltimore, Maryland (1832), and the Nicholls House, another design by Davis in Llewellyn Park, Orange, New Jersey (1858). The Gothic Revival style went into decline following the Civil War, and relatively few examples exist from the 1870s and 1880s.

The term Late Gothic Revival is generally applied to buildings erected after 1890 that still reflect elements of the Gothic Revival style. As with the Gothic Revival style, relatively few examples of Late Gothic Revival buildings were erected in the state. Examples are typically located in older communities such as Tallahassee, St. Augustine, and Jacksonville. Erected in the 1870s and 1880s, small churches erected by the Episcopal Dioceses are scattered throughout the peninsula. Identifying features of this style include a steeply-pitched gable roof, often with one or more intersecting cross-gables, decorative vergeboard in the gables, wood siding, often board-and-batten; one-story entrance or end porch; and varied window treatments including lancet, cantilevered oriels, and double-hung sash windows, often with diamond pane glazing.

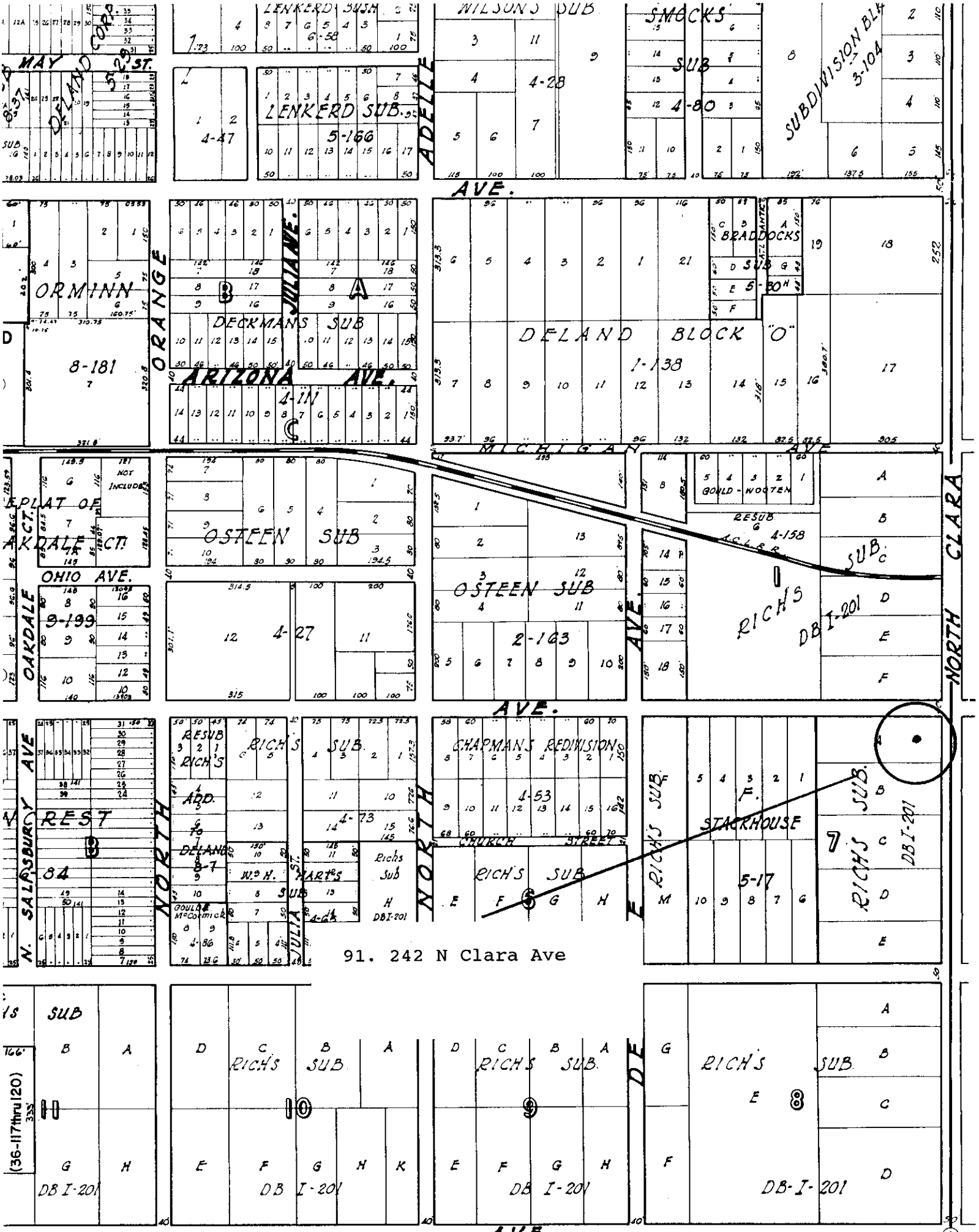
Characterized by the use of the pointed arch at the gable end, the Late Gothic Revival style has a sub-category called "Collegiate Gothic," which was employed on education-related buildings beginning in the 1890s, with excellent examples of that style at the campus of the University of Florida in Gainesville. When applied to large-scale public, religious, or education-related structures, the Late Gothic Revival style typically involved brick as a construction material with liberal use of cast crete to embellish coping, cartouches, and belt courses. Other features of the style include a steeply-pitched parapet-gable roof, often with one or more intersecting cross-gables; towers and spires; decorative embellishment in the gables; and varied window treatments including lancet, cantilevered oriels, and double-hung sash windows, often with diamond pane glazing.

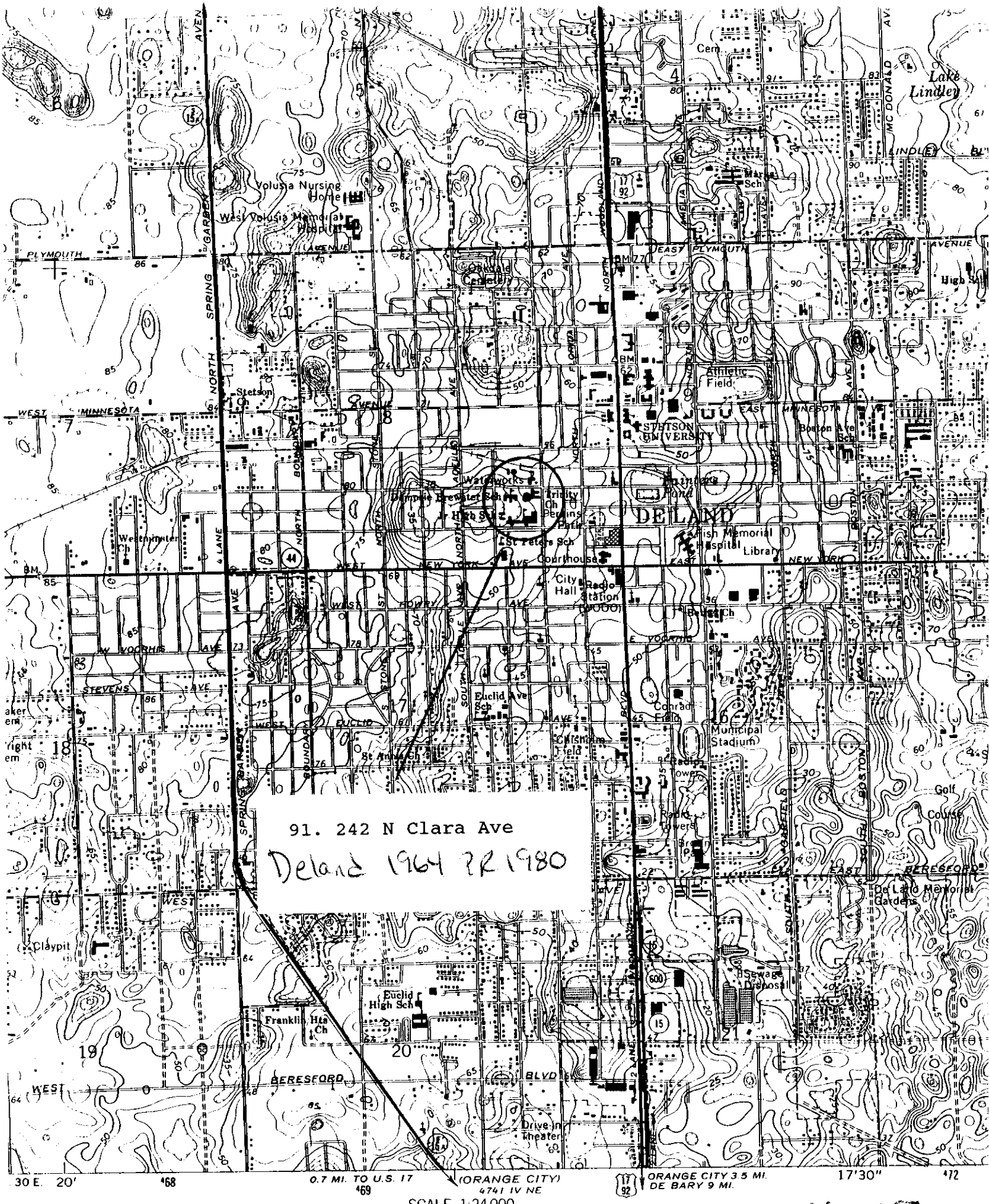
Historical Narrative: Located in Rich's Addition to DeLand, which was platted by John Rich in 1883, the Trinity Methodist Episcopal Church was built in 1926 by Odell Dugger at a cost of $125,000. A south extension was added in 1960 (building cornerstone; *DeLand Daily News*, April 24, 1926; Zelma Coonley, conversation with Sidney Johnston, February, 1991).

Historical Context: DeLand, founded in 1876, was incorporated in 1882 and became the seat of government for Volusia County in 1888. The home of Stetson University, Florida's oldest private university, DeLand developed quickly in the late nineteenth century, largely through the promotional efforts of Henry A. DeLand, the community's namesake. The introduction of the railroad and an economy based on citrus spurred the first period of development. Although devastating freezes in the mid 1890s slowed growth, the commercial and citrus industries became revitalized over the following decade. By 1910, the population had doubled to 2,812. During that interval significant construction began, which resulted in an expanded commercial district, the formation of residential neighborhoods, and the extension of municipal services to many areas of the community. By 1910, Stetson University's campus had become a prominent landscape feature at the north end of DeLand. Although events associated with World War I retarded growth, by 1920 the population had reached 3,324. During the Florida land boom of the 1920s, real estate sales played an important role in the local economy. Numerous subdivisions were platted and buildings constructed. Within five years the population nearly doubled. The collapse of the boom in 1926 brought development to a virtual

V03557

halt. Together with the rest of the state, DeLand entered a period of economic decline, though moderate construction persisted throughout the Depression decade. Development in DeLand since 1950 has compromised some of the community's irreplaceable historic buildings. Nevertheless, the historic resources that remain represent architectural and cultural legacies worth preserving. Sensitive historic preservation planning and management is needed to ensure their protection.

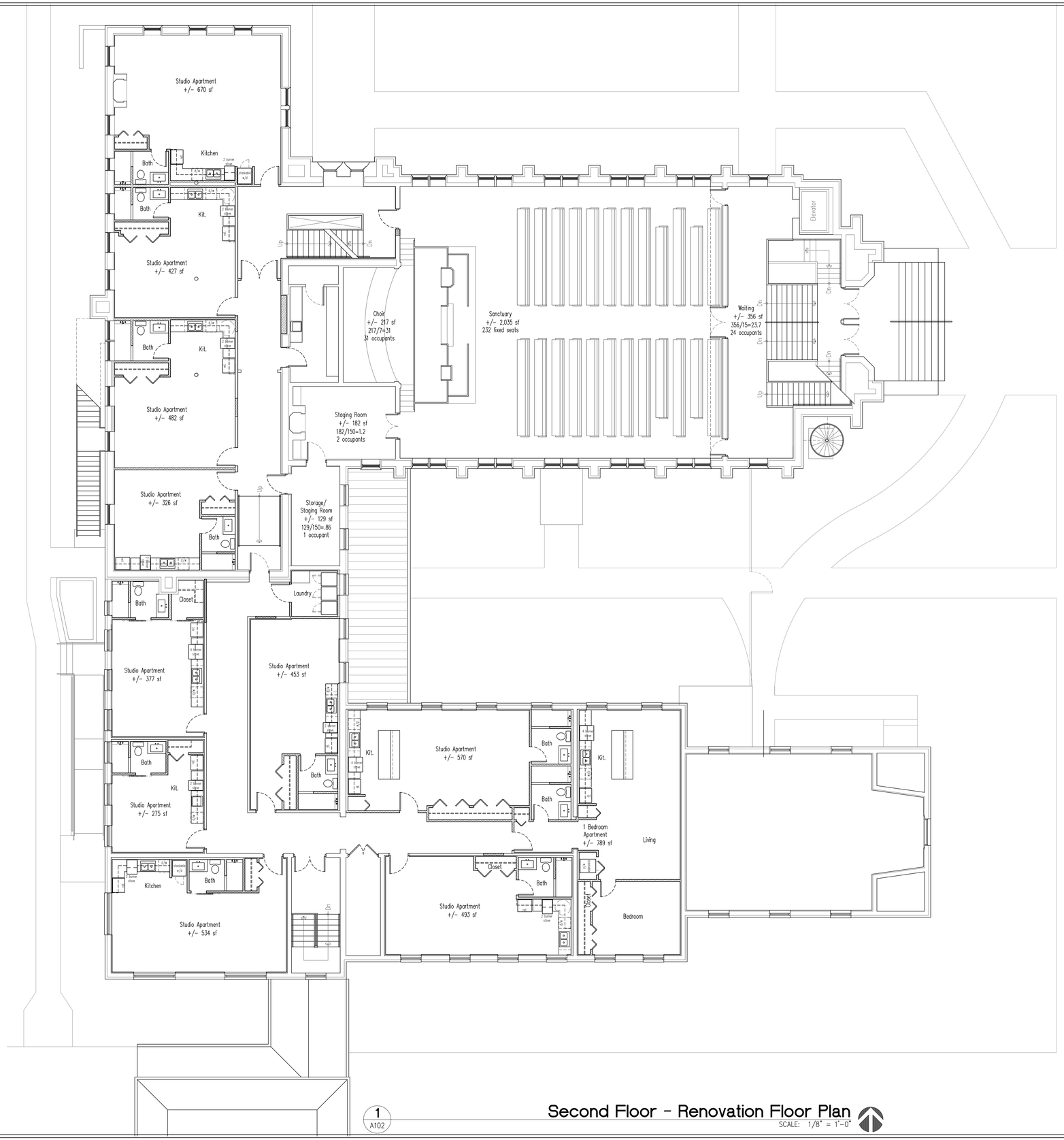

MAY
DELAND CORP.
5-29
ST.
LENKERD SUB.
5-166
4-47
ADELLE
AVE.
WILSONS SUB
3
11
9
4
4-28
7
5
6
SMOCKS
SUB
4-80
SUBDIVISION BLK
3-104
ORMINN
8-181
ORANGE
JULIA AVE.
DECKMANS SUB
ARIZONA AVE.
4-111
BRADDOCKS
SUB
5-80
DELAND BLOCK "O"
1-138
MICHIGAN AVE
PLAT OF
OAKDALE CT.
OHIO AVE.
OAKDALE
9-199
OSTEEN SUB
4-27
2-163
GOULD-WOOTEN
RESUB
4-158
RICHS
SUB C
DB I-201
NORTH CLARA AVE.
N. SALISBURY AVE
REST
84
RESUB
RICH'S
ADD.
TO
DELAND
8-7
W.H.
MARTIN'S
SUB
4-86
4-73
CHAPMANS REDIVISION
4-53
CHURCH STREET
RICH'S SUB
5-17
STACKHOUSE
RICHS SUB F
RICHS SUB
DB I-201
91. 242 N Clara Ave
(36-117thru120)
RICH'S SUB
DB I-201
AVE.


91. 242 N Clara Ave
Deland 1964 PR 1980
DELAND
STETSON UNIVERSITY
Volusia Nursing Home
West Volusia Memorial Hospital
Oakdale Cemetery
Athletic Field
Boston Ave Sch
Waterworks
Trinity Ch
Perkins Park
St Peters Sch
Courthouse
City Hall
Radio Station
Fish Memorial Hospital
Library
Westminster Ch
Euclid Ave Sch
Conrad Field
Municipal Stadium
Chisholm Field
St Annis Ch
Radio Tower
Golf Course
De Land Memorial Gardens
Claypit
Sewage Disposal
Euclid High Sch
Franklin Hts Ch
Drive-in Theater
Lake Lindley
Stetson Ch
Marks Sch
Cem
PLYMOUTH AVENUE
WEST MINNESOTA AVENUE
EAST MINNESOTA AVENUE
NEW YORK AVE
WEST HOWRY AVE
W VOORHIS AVE
E VOORHIS AVE
STEVENS AVE
WEST EUCLID AVE
EAST BERESFORD BLVD
WEST BERESFORD BLVD
NORTH SPRING GARDEN AVE
NORTH BOUNDARY
NORTH STONE
NORTH ADELLE AVE
SOUTH ADELLE AVE
NORTH FLORIDA AVE
NORTH WOODLAND
AMELIA AVE
MC DONALD AVE
LINDLEY
BOSTON AVE
SOUTH GARFIELD
SPRING GARDEN AVE
4 LANE
30 E. 20'
0.7 MI. TO U.S. 17
(ORANGE CITY)
4741 IV NE
ORANGE CITY 3.5 MI.
DE BARY 9 MI.
17'30"
SCALE 1:24 000
1 MILE
7000 FEET
1 KILOMETER

V03557

Programming_ 1st Floor

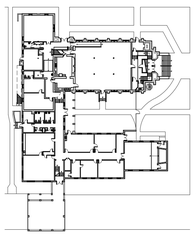
* or other permitted uses



1
A102

Second Floor - Renovation Floor Plan

SCALE: 1/8" = 1'-0"



KEY PLAN

N

kma DESIGN GROUP, LLC
AR 92267
voice 407.697.0336
www.kmadg.net

Mark A. Kaiser, AIA
AR 92267

All designs, plans, arrangements, and ideas represented and indicated by this drawing belong to and are the property of KMA Design Group, LLC and were created and developed for use on and in connection with the specified project. None of the designs, plans, arrangements, or ideas shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written consent of KMA Design Group, LLC. Written dimensions shall have precedence over scale dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and KMA Design Group, LLC must be notified of any variation from the dimensions and conditions shown by these drawings.

North West Square
Interior Reno.

306 W. Wisconsin Ave.
Deland, FL 32720

REVISIONS:

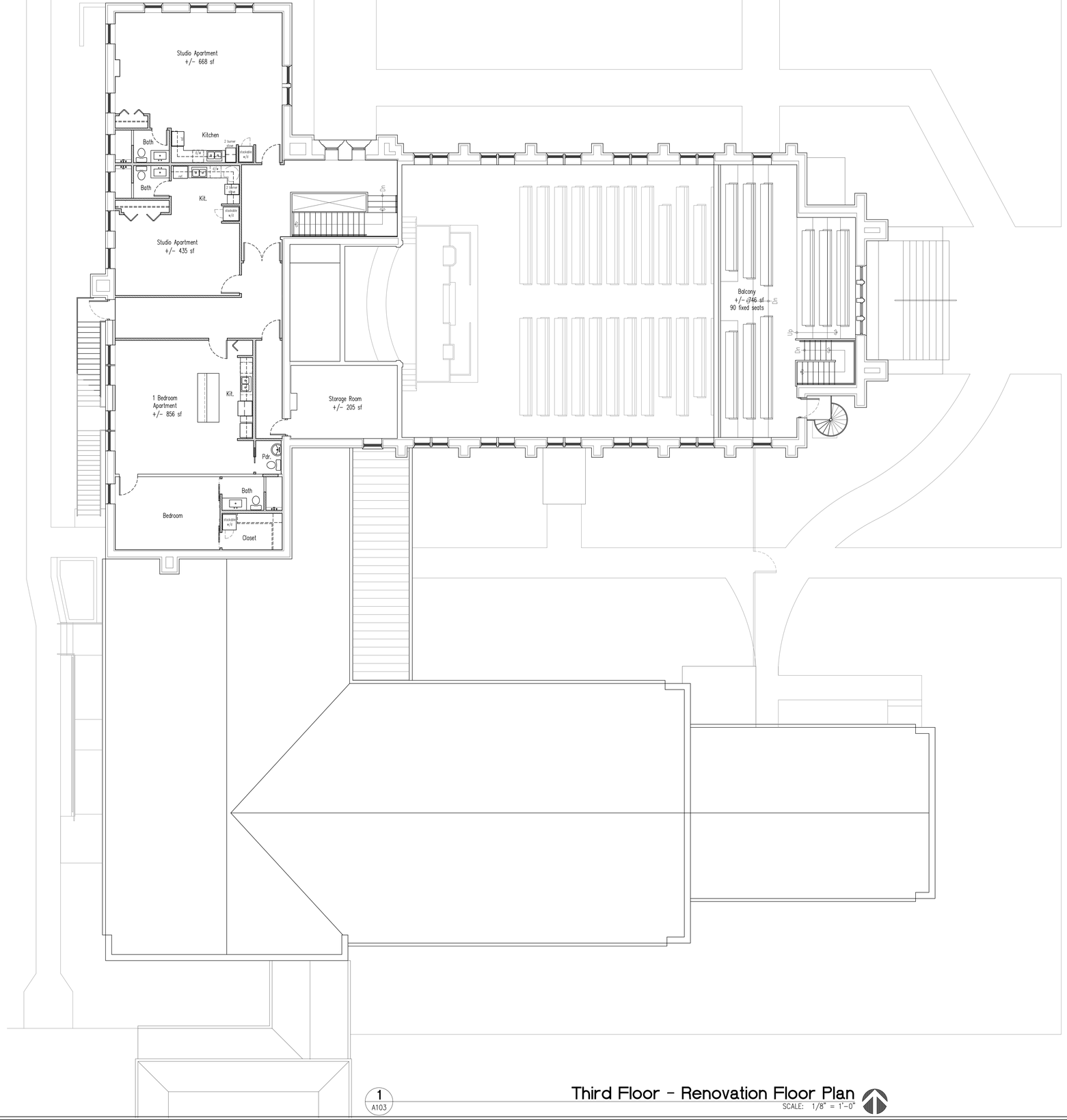
Project No.:	22-01008
Date:	05/25/2022
Drawn By:	MAK
Checked By:	MAK

2nd Floor Renovation Plan

A102

Not For Construction

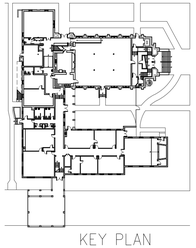
Design Development Documents



1
A103

Third Floor - Renovation Floor Plan

SCALE: 1/8" = 1'-0"



KEY PLAN

N

kma DESIGN GROUP, LLC
AR 92267
voice 407.697.0336
www.kmadg.net

Mark A. Kaiser, AIA
AR 92267

All designs, plans, arrangements, and ideas represented or indicated by this drawing belong to and are the property of KMA Design Group, LLC and were created and developed for use on and in connection with the specified project. None of the designs, plans, arrangements, or ideas shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written consent of KMA Design Group, LLC. Written dimensions shall have precedence over scale dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and KMA Design Group, LLC must be notified of any variation from the dimensions and conditions shown by these drawings.

North West Square
Interior Reno.

306 W. Wisconsin Ave.
Deland, FL 32720

REVISIONS:

Project No.:	22-01008
Date:	05/25/2022
Drawn By:	MAK
Checked By:	MAK

3rd Floor Renovation Plan

A103

Not For Construction

Design Development Documents

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re Approval of Task Order to Design Entry Sign/Feature Kepler/Sr 44 and Orange Camp Road/MLK Roundabout Monument Signs.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: CPH-Task Assignment No. 27

APPROVED BY: Michael Pleus, City Manager, May 15, 2024

SUMMARY/HIGHLIGHT:

A continuation of the previously approved Gateway Sign Project, CPH was tasked with designing concepts for the existing Orange Camp Rd and Dr. Martin Luther King Jr Beltway roundabout and the future SR 44 and Kepler Rd roundabout. These concepts were brought before the City Commission for approval on February 19, 2024. Taking the approved design and comments from that meeting, Public Works tasked CPH with final design and construction plans.

The subject task order includes the following services:

1. CPH will provide Landscape Architecture, Rendering and Construction Design Services to implement the improvements.

a. Irrigation, power and maintenance of traffic plans are part of these services.

2. CPH will coordinate pre-application meetings with the City, Florida Department of Transportation (FDOT) and Volusia County to discuss permitting requirements as both of these roundabouts fall outside our maintenance boundaries.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sense of Community.

SUSTAINABILITY:

Green Infrastructure.

FISCAL IMPACT:

Staff has negotiated a proposed fee of $85,502.00 to perform the professional services outlined in the attached Task Assignment No. 27. Funds are currently budgeted and available to pay for these services in the Capital Fund.

RECOMMENDATION:

Staff recommends that the City Commission approve CPH Task Assignment No. 27, which includes landscape design, agency coordination and construction plans for the total amount of $85,502.00.

BACKGROUND/DISCUSSION:

N/A

TASK ASSIGNMENT NO. 27

CITY OF DELAND
KEPLER AND ORANGE CAMP ROAD
ROUNDABOUT MONUMENT SIGNS

Professional Services

April 15, 2024

The following scope of services and associated compensation are based on work to be performed by CPH, Inc., herein after called "CPH" for the Kepler and Orange Camp Road Roundabout Monument Signs, for the City of DeLand herein after called the "CITY". The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and The City of DeLand.

PROJECT DESCRIPTION

The CITY has requested CPH to provide professional services to deliver permittable construction documents for the Kepler and Orange Camp Road Roundabout Monument Signs. The project scope of services is as follows:

SCOPE OF SERVICES

1.0 Project Administration

CPH will provide general project management, including contract maintenance, project documentation, communication and coordination with the CITY, Volusia County and FDOT, preparation of meeting materials and documentation, preparing project billings, preparing invoice reports, tracking the project budget and schedule, and attending general project meetings. Meetings and/or presentations for associations, departments, entities, the public and other groups not previously mentioned are not included and will require an extra work authorization (EWA).

2.0 Landscape Architecture, Rendering and Construction Document Services

2.1 Landscape Architecture Services

CPH will develop landscape plans for both the Kepler Road and Orange Camp Road roundabout monument sign sites. Plans will include Florida-friendly landscape species selected for their drought tolerance, ease of maintenance, aesthetic appeal, and complement the existing landscape palette utilized in other CITY gateway features.

2.2 Communication Rendering Services

Prior to final plans development, CPH will provide one updated 3D rendering of the monument sign design to CITY staff. The updated rendering shall show those changes to the originals which the CITY requested at the kick-off meeting for this project. Should additional renderings be requested by the CITY, these shall be addressed as an extra work authorization (EWA).

2.3 Construction Document Services

Once the final renderings are approved, CPH shall uses them as the basis of the plans for the roundabout entry features. This plan which CPH shall prepare shall be commensurate with the current requirements for landscape architecture in the state of Florida and shall be for use in the permitting, bidding, and construction of the monument signs at the Kepler and Orange Camp Road sites.

CPH anticipates the construction documents will include the following plan sheets:

1. Key Sheet
2. Summary of Pay Items
3. General Notes
4. Hardscape / Sign Plans / Details
5. Landscape Plans / Details

3.0 Irrigation Services

The subconsultant, IRR Design will develop irrigation plans for both the Kepler Road and Orange Camp Road roundabout monument sign sites.

CPH anticipates the construction documents will include the following plan sheets:

1. Irrigation Plan Sheets
2. Irrigation Detail Sheets

These shall be part of the plan set as described in Task 2.0.

As discussed with the CITY, CPH shall assume that irrigation sleeves will be installed at the Kepler Road roundabout by the FDOT and that the as-built plans showing their location and number shall be provided to CPH by the CITY for use in these plans when they become available.

In addition, because no survey or utility locates were authorized by the CITY as part of this project, CPH shall rely upon the as-built surveys for both roundabouts provided by the CITY to determine their size and location when designing this project.

4.0 Structural Engineering Services

CPH will provide Structural Engineering services for the decorative walls for the entry features. The services shall be in conformance with the current standards of structural engineering in the State of Florida and shall be for use in the permitting, bidding, and construction of the proposed improvements.

CPH assumes that the CITY will provide the Geotechnical reports used to design and construct the roundabouts for use in this design. If these reports cannot be made available or lack all necessary information for the foundation design, then CPH can obtain additional geotechnical data however this shall be considered an extra work authorization (EWA).

CPH anticipates the construction documents will include the following plan sheets:

1. Structural Plan Sheets
2. Structural Detail Sheets

These shall be part of the plan set as described in Task 2.0.

5.0 Maintenance of Traffic Services

CPH will prepare Traffic Control Plans (Maintenance of Traffic) for the construction consisting of MOT General Notes Sheets and fully detailed Maintenance of Traffic Plan Sheets for use in the permitting and construction of the proposed improvements at the roundabouts at Orange Camp Road and E. New York Ave. (SR-44). CPH will refer to the FDOT Standard Plans and MUTCD for the preparation of the MOT plan.

The anticipated plan sheets will include the following:

1. Maintenance of Traffic General Notes
2. Maintenance of Traffic Typical Sections
3. Maintenance of Traffic Plan Sheets

These sheets shall be included as part of the plan set for this project, as described in Task 2.0.

CPH shall also prepare two lane closure analyses (one for each roundabout) if requested by the FDOT. CPH assumes that FDOT has sufficient available historic traffic data from its records to perform the lane closure analyses for these roads. If FDOT does not have available data, or precludes its use, and requires CPH to conduct a traffic study to provide traffic data, this will be addressed as an extra work authorization (EWA).

6.0 Permitting Services

Permitting is anticipated with the Florida Department of Transportation (FDOT) and Volusia County.

After review of the initial plans and responding to comments, CPH shall submit to the FDOT and Volusia County for permitting for this project.

It is assumed that the FDOT permitting shall consist of obtaining a Community Aesthetic Feature Agreement (CAF) with the FDOT. CPH shall provide plans, structural calculations, and assist the CITY in preparing the necessary documents to obtain the CAF. It is assumed that a single CAF will be sufficient to accommodate both features. CPH assumes two meetings with FDOT as part of this work. If multiple CAFs are required, or the FDOT requires permitting in addition to the CAF, then this will be addressed as an extra work authorization (EWA).

It is assumed that a Right-of-Way Use Permit and a Sign Permit will be required by Volusia County for this work. CPH shall provide plans to the County and prepare the necessary permit applications documents. CPH assumes that two Right-of-Way use permits, and two Sign Permits will be required by Volusia County for these improvements, one at each roundabout.
CPH assumes one meeting with Volusia County as part of this work. Should additional permitting be required, this will be addressed as an extra work authorization (EWA).

All permitting fees are the responsibility of the CITY.

7.0 Utility Coordination Services

All improvements proposed by CPH will be designed to avoid conflict with existing utilities to the greatest extent possible. To that end, CPH will perform the utility coordination for the proposed project. CPH will utilize the Florida Sunshine One-Call system to procure a design ticket for the Orange Camp Road and E. New York Ave. intersection to identify if any public or private utility owners operate in the area.

After the CITY's acceptance of the Final Plans, CPH will furnish those plans to the identified utilities owners, requesting Red, Green, Brown (RGB's) for review and confirmation of utility locations. If all utility owners disclaim in writing the presence of their facilities within the project limits or indicate that they do not perceive any conflict between their existing facilities and the proposed improvements, CPH will furnish such notifications to the CITY and proceed with further design in that knowledge. If a utility owner identifies a conflict which cannot be avoided due to design necessity, CPH will request that the utility owner to provide a utility work schedule to the CITY in a timely manner to perform the relocation of the existing utility facility which conflicts with the proposed improvements. CPH is not responsible for the design or cost of the relocated utilities.

SERVICES NOT INCLUDED

The following services are not included in this task assignment:

- Geotechnical Engineering Services.
- Coordination / installation of utilities and utility connections.
- Coordination / installation of utility sleeves to provide irrigation to the sites.
- Lighting design, specification, purchase, installation, calibration, and the maintenance of.
- Site Survey.
- Roadway / roundabout design.
- As-Built drawings, bidding services and construction administration.

Should work be required in any of the services listed above, or services not previously described, CPH will prepare a proposal or amendment, at the CITY's request, that details the scope of services, fee, and schedule required to complete the extra work authorization (EWA).

CITY PROVIDED SERVICES & INFORMATION

CPH will rely upon the timeliness, accuracy and completeness of CITY provided services and information to perform this task assignment. For this project, CPH will require the CITY to provide the following coordination services and technical data:

- Water and electrical utility connections will be required for the operation of the irrigation control systems at the Kepler and Orange Camp Road sites. The CITY will coordinate with Volusia County / FDOT to determine the location and installation of these utility connections and indicate the connections in CAD drawing provided to CPH.

- This project will require the installation of utility sleeves to provide irrigation water to the monument sign landscape at the Kepler and Orange Camp Road sites. The CITY will be required to coordinate these installations and provide CPH a CAD drawing detailing the installations and connection points.

- The CITY will be responsible for all lighting for this task assignment and will coordinate the selection / equipment specifications, purchase, installation, calibration, and maintenance of the solar lighting systems for the Kepler and Orange Camp Road sites.

- The CITY will provide current Survey data for the Kepler Road and Orange Camp Road roundabout sites in CAD format.

- The CITY will provide roadway / intersection / roundabout drawings for the Kepler Road and Orange Camp Road sites in CAD format.

COMMENCEMENT OF THE TASK AGREEMENT

CPH will commence performance of the scope of services detailed in this agreement upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to accurate and timely delivery of information by the CITY and is exclusive of CITY and stakeholder coordination of interim products. If the CITY requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the scope of services detailed in this agreement as identified in each task, on a lump sum or allowance basis as shown below. The following is the breakdown of fees for each task.

Task No.	Task Description	Billing Method	Fee
1.0	Project Administration	Lump Sum	$9,798.00
2.0	Landscape Architecture, Rendering and Construction Document Services		
	2.1 Landscape Architecture Services	*$14,520.00*	-
	2.2 Communication Renderings	*$5,418.00*	-
	2.3 Construction Document Services	*$15,320.00*	-
		Lump Sum	$35,258.00
3.0	Irrigation Services	Lump Sum	$3,600.00
4.0	Structural Engineering Services	Lump Sum	$7,494.00
5.0	Maintenance of Traffic Services	Lump Sum	$17,592.00
6.0	Permitting Services	Lump Sum	$8,104.00
7.0	Utility Coordination Services	Lump Sum	$3,656.00
		Total	**$85,502.00**

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, postage, and phone usage.

SIGNATURE BLOCKS

ATTEST:

Printed Name: Patricia Hunt
Title: Secretary
Authorized Signatory of Entity

CPH, Inc.

By: _____
Printed Name: Kurt R. Luman, Jr., P.E.
Title: Sr. Vice President/Associate
Authorized Signatory of Entity

ATTEST:

_____
Julie A. Hennessy, MMC
City Clerk - Auditor

Approved as to form and legal sufficiency.

_____
Darren J. Elkind
City Attorney

CITY OF DELAND

By: _____
Chris Cloudman
Mayor - Commissioner
Date: _____

KEPLER AND ORANGE CAMP ROAD ROUNDABOUT MONUMENT SIGNS

City of DeLand, FL

TASK	DESCRIPTION	Discipline Manager $290.00	Project Manager IV $216.00	Landscape Architect III $210.00	Designer V $200.00	Engineer II $151.00	Designer II $103.00	Admin III $99.00	Expenses $	Cost by Task $
1.0	Project Administration Services									
	Project Administration Services	3	6	12	12	6	6	12		$8,798.00
										$0.00
										$0.00
										$0.00
										$0.00
									Service Total	$8,798.00

TASK	DESCRIPTION	Landscape Architect III $210.00	Designer V $200.00	Designer I $130.00				Admin III $99.00	Expenses $	Cost by Task $
2.0	Landscape Architecture Services									
2.1	Landscape Plan Development	8	20	68						$14,520.00
2.2	Communication Rendering Services	2	24					2		$5,418.00
2.3	Construction Documents	8	24	88						$16,320.00
										$0.00
										$0.00
									Service Total	$36,258.00

TASK	DESCRIPTION								Expenses $	Cost by Task $
3.0	Irrigation Services									
	Irrigation Plan Development (Subconsultant)								$ 3,600.00	$3,600.00
										$0.00
										$0.00
										$0.00
										$0.00
									Service Total	$3,600.00

TASK	DESCRIPTION	Project Manager IV $216.00	Engineer II $151.00	Designer II $103.00				Admin III $99.00	Expenses $	Cost by Task $
4.0	Structural Engineering Services									
	Structural Engineering Services	4	14	40				4		$7,494.00
										$0.00
										$0.00
										$0.00
										$0.00
									Service Total	$7,494.00

TASK	DESCRIPTION	Project Manager IV $216.00	Engineer II $151.00	Designer II $103.00				Admin III $99.00	Expenses $	Cost by Task $
5.0	Maintenance of Traffic Services									
	MOT	8	40	80				16		$17,592.00
										$0.00
										$0.00
										$0.00
										$0.00
									Service Total	$17,592.00

TASK	DESCRIPTION	Project Manager IV $216.00	Engineer II $151.00	Designer II $103.00				Admin III $99.00	Expenses $	Cost by Task $
6.0	Permitting Services									
	Permitting	8	16					40		$8,104.00
										$0.00
										$0.00
										$0.00
										$0.00
									Service Total	$8,104.00

TASK	DESCRIPTION	Project Manager IV $216.00	Engineer II $151.00	Designer II $103.00				Admin III $99.00	Expenses $	Cost by Task $
7.0	Utility Coordination Services									
	Utility Coordination	1	4	16				12		$3,856.00
										$0.00
										$0.00
										$0.00
										$0.00
									Service Total	$3,856.00
									PROJECT TOTAL	$85,502.00

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re City of DeLand Vulnerability Assessment & Adaptation Plan, State of Florida Department of Environmental Protection Grant Agreement.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Agreement

APPROVED BY: Michael Pleus, City Manager, May 15, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand Vulnerability Assessment & Adaptation Plan grant was selected for funding by Florida Department of Environmental Protection (FDEP) on December 18, 2023.
On February 5, 2024, the City Commission awarded an agreement for professional services to Halff to support the City in conducting Vulnerability Assessment and Adaptation Plan pursuant to Section 380.093, Florida Statutes which will be utilized as a planning tool and resource to set standards in order to define and prioritize future resilience projects and adaptation priorities. The Vulnerability Assessment will evaluate the vulnerabilities of critical and regionally significant assets to a broad range of flood hazards and will subsequently prioritize flood and climate adaptation action items which can be pursued through grant funding, local policies, and the identification of implementation activities. Since the City of DeLand is an inland community with limited vulnerabilities caused by tidal influences, the objective of the assessment will be to evaluate flood hazard vulnerabilities caused by current and future rainfall, stormwater runoff, hurricanes, and compound flooding.

The attached Standard Grant Agreement from FDEP will provide 100% funding for the City of DeLand Vulnerability Assessment & Adaptation Plan.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The attached FDEP Grant Agreement will provide $185,000.00 of funding for this project.

RECOMMENDATION:

Staff recommends that the Commission approve the attached FDEP Grant Agreement for the City of DeLand Vulnerability Assessment & Adaptation Plan.

BACKGROUND/DISCUSSION:

N/A

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of DeLand Vulnerability Assessment and Adaptation Plan**
Agreement Number: **24PLN11**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of DeLand** Entity Type: **Local Government**
Grantee Address: **120 South Florida Avenue, DeLand Florida, 32720** FEID: **59-6000307** (Grantee)

3. Agreement Begin Date: **7/1/2023** Date of Expiration: **6/30/2026**

4. Project Number: *(If different from Agreement Number)* Project Location(s): **Volusia County, Florida**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, as well as develop an Adaptation Plan for the City of DeLand.**

5. Total Amount of Funding: **$ 185,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 23-24 GAA Line Item #1820**	$ **185,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **185,000.00**

6. Department's Grant Manager
Name: **Maxwell Farfan** or successor
Address: **Resilient Florida Program**, **3900 Commonwealth Boulevard, MS 230**, **Tallahassee, Florida 32399**
Phone: **850-245-2009**
Email: **Maxwell.Farfan@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Ray Bahrami** or successor
Address: **City of DeLand**, **120 South Florida Avenue,**, **DeLand Florida, 32720**
Phone: **386-626-7189**
Email: **bahramir@deland.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, and Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of DeLand **GRANTEE**

By _____

(*Authorized Signature)* Date Signed

Christopher Cloudman, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____
DEP Grant Manager, Maxwell Farfan

_____
DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. 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 Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN11

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of DeLand Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN11

ATTACHMENT 3

PROJECT TITLE: City of DeLand Vulnerability Assessment and Adaptation Plan

PROJECT LOCATION: The Project is located in the City of DeLand within Volusia County, Florida.

PROJECT DESCRIPTION:
The City of DeLand (Grantee) will complete the City of DeLand Vulnerability Assessment and Adaptation Plan Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop an Adaptation Plan. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 7: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **7.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **7.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **7.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 8: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **8.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **8.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **8.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **8.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 9: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **9.1:** Meeting agendas to include location, date, and time of meeting;
- **9.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **9.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **9.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **9.5:** A summary report including attendee input and meeting outcomes.

Task 10: Adaptation Plan

Description: The Grantee will complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final Adaptation Plan or Report.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	$0	$0	$0	7/1/2023	Prior to Initiating Task 2
2	Public Outreach Meeting #1	Contractual Services	$5,000.00	$0	$5,000.00	7/1/2023	05/14/2024
3	Acquire Background Data	Contractual Services	$40,000.00	$0	$40,000.00	7/1/2023	05/14/2024
4	Exposure Analysis	Contractual Services	$50,000.00	$0	$50,000.00	7/1/2023	08/27/2024
5	Sensitivity Analysis	Contractual Services	$20,000.00	$0	$20,000.00	7/1/2023	09/24/2024
6	Public Outreach Meeting #2	Contractual Services	$5,000.00	$0	$5,000.00	7/1/2023	09/24/2024
7	Identify Focus Areas	Contractual Services	$2,000.00	$0	$2,000.00	7/1/2023	09/24/2024
8	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$8,000.00	$0	$8,000.00	7/1/2023	10/22/2024
9	Public Presentation	Contractual Services	$5,000.00	$0	$5,000.00	7/1/2023	12/10/2024
10	Adaptation Plan	Contractual Services	$50,000.00	$0	$50,000.00	7/1/2023	12/10/2024
		Total:	**$185,000**	**$0**	**$185,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 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 recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23/24	37.098	Resilient Florida Programs	$185,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$185,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 24PLN11

CITY OF DELAND VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

CITY OF DELAND

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN11

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN11

Project Title: City of DeLand Vulnerability Assessment and Adaptation Plan

Grantee: City of DeLand

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements that include a comprehensive Vulnerability Assessment.

DEP Agreement Number: 24PLN11

Project Title: City of DeLand Vulnerability Assessment and Adaptation Plan

Grantee: City of DeLand

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. When filling out the checklist, please provide the corresponding page number in the VA or, if the item is not applicable, an explanation as to why it is not applicable. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
A	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
B	☐	Geospatial data in an electronic file format.	
C	☐	GIS metadata.	
D	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset. Critical assets and regionally significant assets are as defined in subsection 380.093(2), F.S.	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
E	☐	Peril of Flood Comprehensive Plan amendments developed that address paragraph 163.3178(2)(f), F.S. (*if applicable*) ☐ Noncoastal community/Peril of Flood not required ☐ Already in compliance	

F	☐	Depth of tidal flooding, including future high tide flooding. The threshold for tidal flooding is 2 feet above mean higher high water. (*if applicable*)	
G	☐	Analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(to the extent practicable)*	
H	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one, if applicable*) ☐ NOAA data ☐ FEMA data	
	H.1	☐ Initial storm surge event equals or exceeds current 100-year flood event. (*if applicable*)	
	H.2	☐ Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
I	☐	Rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(to the extent practicable but required if item e is noncoastal)*	
	I.1	☐ Future boundary conditions have been modified to consider sea level rise and high tide conditions. For rainfall-induced flood modeling, the model inputs for the 2040/2070 rainfall scenarios should use projected sea level rise/high tide conditions. *(if applicable)*	
	I.2	☐ Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is noncoastal)*	
J	☐	Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(to the extent practicable)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
K	☐	All analyses in North American Vertical Datum of 1988.	
L	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
M	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
N	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
	N.1	☐ Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges. Data may be taken from one such gauge if the gauge has a higher mean sea level. *(if checked, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of DeLand is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Ray Bahrami

Title: Deputy Public Services Director / City Engineer

Signature:

Date: 1/19/2024

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re Approval of Lake Moore Land Management Plan.

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS: Lake Moore Conservation Area Property Management Plan

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand, in partnership with the County of Volusia, through the Volusia Forever Program, acquired 128 acre property, (Lake Moore Conservation Area). The County of Volusia stipulated that the City must develop a land management plan to be submitted to the County by June 1, 2024. To that end, the City contracted with DRMP to develop the attached plan. The plan includes a full analysis of the property to include existing conditions, topography and hydrology, soils, land use, natural communities, protected species assessment, non-native, invasive plant species assessment, and property management goals. This report was reviewed by city and county staff and their revisions are in this version being presented to the City Commission for approval before submitting to the County. This plan also includes an outline of potential recreational uses and proposed facilities to include a trailhead. Staff recommends that upon approval by the County Council, the City pursue grant funding to build the amenities outlined in the plan for public enjoyment as a passive park. There are some preliminary cost estimates included in the plan under Section 7 Implementation, Timeline, and Costs.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

High Government Impact.

FISCAL IMPACT:

Approval of the plan in and of itself does not have a fiscal impact. However, in FY 24/25 there will be some costs for monitoring, compliance and reporting, which staff estimates to be $17,500 annually. Additionally, there will be the cost of the capital improvements outlined in the plan for which staff will pursue grants. Lastly, there will be a need for one additional maintenance worker and a utility vehicle to maintain the park, which is estimated at $68,533.

RECOMMENDATION:

Staff recommends approving the Lake Moore Property Management Plan.

BACKGROUND/DISCUSSION:

The City of DeLand (City) acquired Lake Moore Conservation Area (LMCA), a 128.06-acre property composed of two parcels (Parcel No. 702400000300 and 702400000303), on July 13, 2023. LMCA is located

in eastern DeLand, approximately 0.14 miles east of Dr. Martin Luther King Jr Boulevard and 0.35 miles west of County Road 4139 in Section 24, Township 17 South, Range 30 East, Volusia County, Florida (Appendix A, Figure 1). The City acquired LMCA with the intent to preserve and conserve the land by providing a functional passive recreational area to the public. LMCA is located directly north of Victoria Park Preserve and has an existing dirt path that spans approximately 1.17 miles east to west and north to south of the property. Access to the property and the existing path is located off of Dr. Martin Luther King Jr. Boulevard. At the direction and management of the City, public outdoor recreation and conservation is the intended use of LMCA. The purpose of this Property Management Plan, herein referred to as the Plan, serves as a summary of the existing environmental conditions, proposed utilization, recreational improvements, and statement of direction for the management of LMCA. The City has strategically developed objectives and management measures that adhere to the standards set forth in LMCA's Perpetual Conservation Easement (Appendix B). All proposed development and resource alterations encompassed in this Plan are subject to the acquisition of appropriate permits and other required legal instruments, when warranted. Approval of this Plan does not constitute an exemption from complying with appropriate local, state, or federal agencies.

LAKE MOORE CONSERVATION AREA

PROPERTY MANAGEMENT PLAN

Prepared for:

DELAND FLORIDA

Volusia County
120 S Florida Avenue
Deland, FL 32720

Prepared by:

DRMP

DRMP, Inc.
941 Lake Baldwin Ln.
Orlando, FL 32814

May 2024

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- Perpetual Conservation Easement
- General Requirements/Elements of Conservation Easement and Management Plan

Appendix C: Species Occurrence Data
- FNAI Biodiversity Report
- USFWS Information Planning and Consultation (IPaC) Report

Appendix D: Florida Exotic Pest Plant Council Invasive Species List (2019)

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Appendix F: Wildlife Observation Checklist Example

1 INTRODUCTION

1.1 Project Description

The City of Deland (City) acquired Lake Moore Conservation Area (LMCA), a 128.06-acre property composed of two parcels (Parcel No. 702400000300 and 702400000303), on July 13, 2023. LMCA is located in eastern Deland, approximately 0.14 miles east of Dr. Martin Luther King Jr Boulevard and 0.35 miles west of County Road 4139 in Section 24, Township 17 South, Range 30 East, Volusia County, Florida (Appendix A, Figure 1).

The procurement of LMCA by the City was a part of Volusia Forever, a resource stewardship program, dedicated to facilitating and funding the protection of natural resources through the acquisition of land. LMCA is located directly north of Victoria Park Preserve and at the direction and management of the City, passive recreation and conservation are the intended uses of LMCA. LMCA has an existing dirt path that spans approximately 1.17 miles east to west and north to south of the property. Access to the property and the existing path is located off of Dr. Martin Luther King Jr. Boulevard.

The purpose of this Property Management Plan, herein referred to as the Plan, serves as a summary of the existing environmental conditions, proposed utilization, recreational improvements, and statement of direction for the management of LMCA. The City has strategically developed objectives and management measures that adhere to the standards set forth in LMCA's *Perpetual Conservation Easement* (Appendix B). All proposed development and resource alterations encompassed in this Plan are subject to the acquisition of appropriate permits and other required legal instruments, when warranted. Approval of this Plan does not constitute an exemption from complying with appropriate local, state, or federal agencies.

2 EXISTING CONDITIONS

Dominant natural communities within LMCA consist of mixed wetland hardwoods, mesic flatwoods, and marshes/lakes. Vegetation that has been documented to occur throughout the property includes saw palmetto (*Serenoa repens*), gallberry (*Ilex glabra*), coastal plain staggerbush (*Lyonia fruticosa*), fetterbush (*Lyonia lucida*), Virginia creeper (*Parthenocissus quinquefolia*), shiny blueberry (*Vaccinium myrsinites*), dwarf huckleberry (*Vaccinium cespitosum*), goldenrod (*Solidago* spp.). Dominant canopy and sub-canopy cover documented to occur within the property includes live oak (*Quercus virginiana*), water oak (*Quercus nigra*), Florida elm (*Ulmus americana var. floridana*), black gum (*Nyssa sylvatica*), cypress (*Taxodium distichum*), slash pine (*Pinus elliottii*), red maple (*Acer rubrum*), swamp bay (*Persea palustris*), southern magnolia (*Magnolia grandiflora*), sweetbay magnolia (*Magnolia virginiana*), loblolly bay (*Gordonia lasianthus*), Virginia willow (*Itea virginica*), and wax myrtle (*Myrica cerifera*). The existing environmental conditions that have been mapped within LMCA with respect to soils and land use/vegetative cover types are described further in the sections below.

2.1 Topography and Hydrology

According to the United States Geological Survey (USGS) Deland Quadrangle map, the project area is located approximately 75 feet above sea level. Additionally, LMCA falls within the Upper St. Johns River

drainage basin (HUC ID 03080101). Moore Lake is a 17.19-acre freshwater lake located at the center of the LMCA.

2.2 Soils

The soils within the LMCA were identified and defined using the United States Department of Agriculture's (USDA) Natural Resource Conservation Service (NRCS) 2021 soils data and the Soil Survey of Volusia County, Florida. Twelve soil types were identified within LMCA. Two of these soil types are classified as hydric: Immokalee Sand, Depressional (Map ID # 30) and Samsula Muck, Frequently Ponded, 0-1% Slopes (Map ID # 56). Table 2.1 lists the soil types found within LMCA, along with acreage, percentages, and the hydric group of each type. A map depicting the soil types can be viewed in Appendix A, Figure 2.

Table 2.1: Summary of soils within LMCA

Map ID #	Soil Name	Hydrologic Group	Hydric Soil	Acres	Percent (%) of Project Area
13	Cassia Fine Sand, 0-2% Slopes	A	N	16.95	13.24
17	Daytona Sand, 0-5% Slopes	A	N	25.51	19.92
19	Deland Fine Sand, 0-5% Slopes	A	N	2.65	2.07
22	Electra Fine Sand, 0-5% Slopes	A	N	7.79	6.08
29	Immokalee Sand	B/D	N	7.41	5.79
30	Immokalee Sand, Depressional	B/D	Y	0.49	0.38
32	Myakka-Myakka, Wet, Fine Sands, 0-2% Slopes	A/D	N	10.07	7.86
37	Orsino Fine Sand, 0-5% Slopes	A	N	1.36	1.06
56	Samsula Muck, Frequently Ponded, 0-1% Slopes	A/D	Y	20.24	15.81
60	Smyrna-Smyrna, Wet, Fine Sand, 0-2% Slopes	A/D	N	5.94	4.64
63	Tavares Fine Sand, 0-5% Slopes	A	N	20.87	16.30
99	Water	N/A	N/A	8.78	6.86
	Total			**128.06**	**100.00**

Data Source: NRCS, United States Department of Agriculture. Soil Survey Geographic (SSURGO) Database for Volusia County, Florida. Available online. Accessed February 2024.

2.3 Land Use

Land use categories were defined by the Florida Land Use Cover Classification System (FLUCCS) and the Florida Department of Transportation (FDOT) FLUCCS Handbook (1999) and were mapped using SJRWMD 2017 FLUCCS data. According to this data, approximately 47% of the project area is composed of Pine Flatwoods (FLUCCS 4110) and Longleaf Pine – Xeric Oak (FLUCCS 4120).

A SJRWMD Land Use Map that depicts land use classifications within the LMCA can be viewed in Appendix A, Figure 3. Table 2.3 lists the land use cover within LMCA, including the acreages and percent of each land use within the property. A description of the land cover is included below and characterizes dominant vegetation that is typically found within each land use type.

Table 2.3: Summary of existing FLUCCS land uses within LMCA

FLUCCS Code	FLUCCS Description	Acres	Percent (%) of Project Area
3200	Shrub and Brushland	0.23	0.18
4110	Pine Flatwoods	29.79	23.26
4120	Longleaf Pine - Xeric Oak	34.48	26.92
4200	Upland Hardwood Forests	0.04	0.03
4340	Hardwood - Coniferous Mixed	9.62	7.51
5200	Lakes	12.69	9.91
6110	Bay Swamps	5.08	3.97
6170	Mixed Wetland Hardwoods	0.02	0.02
6250	Hydric Pine Flatwoods	7.47	5.83
6300	Wetland Forested Mixed	24.78	19.35
6410	Freshwater Marshes	0.51	0.40
6430	Wet Prairies	2.72	2.13
6460	Treeless Hydric Savanna	0.63	0.49
Total		**128.06**	**100.00**

Data Source: SWFWMD GIS Data Library – 2017 Land Use/Land Cover Dataset

FLUCCS 3200: Shrub and Brushland

This land use type is mapped within the northern section of LMCA. This category includes saw palmettos, gallberry, wax myrtle, coastal scrub and other shrubs and brush. Saw palmetto is generally the most dominant plant type within this land use category, mixed with a variety of short herbs and grasses.

FLUCCS 4110: Pine Flatwoods

This land use type is commonly found throughout northern and central Florida and is composed of a canopy dominant in either slash pine, longleaf pine, or both, and less frequently pond pine (*Pinus serotina*). The common flatwoods understory species include saw palmetto, wax myrtle, gallberry and a wide variety of herbs and brush. This land use type is mapped within the southeastern section of LMCA.

FLUCCS 4120: Longleaf Pine - Xeric Oak

This land use type is mapped throughout the southern and western sections of the property and is typically composed of longleaf pine and a mid-story canopy of blue-jack oak (*Quercus incana*), turkey oak (*Quercus laevis*), and sand post oak (*Quercus margarettae*).

FLUCCS 4200: Upland Hardwood Forests

This classification of upland forest typically has a crown canopy with at least a 66 percent dominance by hardwood tree species. Very little of LMCA is mapped with this land use type, with a small section falling within the northern edge of the property.

FLUCCS 4340: Hardwood - Coniferous Mixed

This land use type is mapped within the eastern section of LMCA. This classification is reserved for forested areas in which neither upland conifers nor hardwoods achieve a 66 percent crown canopy dominance.

FLUCCS 5200: Lakes

This land use type includes extensive inland water bodies (not including reservoirs), which includes Moore Lake and two other lakes within the northwest sections of LMCA.

FLUCCS 6110: Bay Swamps

This land use type is located to the northwest edge of LMCA. This category is composed of dominant trees such as loblolly bay, sweetbay magnolia, swamp bay, with slash pine and loblolly pine (*Pinus taeda*) as an associated component at times. Large gallberry (*Ilex coriacea*), fetterbush, wax myrtle and titi are included in the understory vegetation.

FLUCCS 6170: Mixed Wetland Hardwoods

This category describes wetland hardwood communities that are composed of a variety of hardwood species tolerant to hydric conditions. This land use type is located to the northeast of LMCA.

FLUCCS 6250: Hydric Pine Flatwoods

This land use type describes forest communities with a moderate canopy of slash pine and an understory composed of forbs, sparse saw palmetto, and grasses such as wiregrass (*Aristida stricta*). This land use type is mapped within the southern edge of LMCA.

FLUCCS 6300: Wetland Forested Mixed

This land use type includes mixed wetland forest communities in which neither conifers or specific hardwoods achieve a 66 percent dominance in canopy. This land use type is mapped within the central, western, and eastern sections of LMCA.

FLUCCS 6410: Freshwater Marshes

This land use is mapped to the north of LMCA. The communities included in this category are characterized by having one or more of the following species predominate:

- Sawgrass - *Cladium jamaicensis*
- Cattail - *Typha domingenis Typha latifolia - Typha angustifolia*
- Arrowhead - *Sagittaria sp.*
- Maidencane - *Panicum hemitomon*
- Buttonbush - *Cephalanthus occidentalis*
- Cordgrass - *Spartina bakeri*
- Giant Cutgrass - *Zizaniopsis miliacea*
- Switchgrass - *Panicum virgatum*
- Bulrush - *Scirpus americanus Scirpus validus Scirpus robustus*
- Needlerush - *Juncus effusus*
- Common Reed - *Phragmites communnis Phragmites australis*
- Arrowroot - *Thalia dealbata Thalia geniuclata*

FLUCCS 6430: Wet Prairies

This land use type is mapped within the eastern section of LMCA. This land use type is composed of short, grassy vegetation and hydric soils. one or more of the following species will be dominant within this land use type:

- Sawgrass - *Cladium jamaicensis*
- Maidencane - *Panicum hemitomon*
- Cordgrasses - *Spartina bakeri Spartina patens*
- Spike Rushes - *Eleocharis sp.*
- Beach Rushes - *Rhynchospora sp*.

- St. Johns Wort - *Hypericum sp.*
- Spiderlily - *Hymenocallis palmeri*
- Swamplily - *Crinum Americanum*
- Yellow-eyed Grass - *Xeric ambigua*
- Whitetop Sedge - *Dichromena colorata*

FLUCCS 6460: Treeless Hydric Savanna
This land use type is mapped within the southern edge of LMCA. This category is typically dominated by wiregrass or cutthroat grass with hydric vegetation scattered throughout.

2.4 Natural Communities

The natural communities that fall within LMCA were defined and mapped by the 2008-2010 Florida Natural Areas Inventory (FNAI) and Florida Fish and Wildlife Conservation Commission (FWC) Cooperative Land Cover data. Table 2.4 lists the natural communities that occur within the property, including the acreages and percent of each community within LMCA. Each natural community is characterized below and an FNAI Natural Communities map can be viewed in Appendix A, Figure 4.

The system of classifying natural communities employed in this Plan was developed by the Florida Natural Areas Inventory (FNAI). The premise of this system is that physical factors, such as climate, geology, soil, hydrology and fire frequency generally determine the species composition of an area, and that areas which are similar with respect to these factors will tend to have natural communities with similar species compositions. Based on this data, the majority of the LMCA consists of mesic and scrubby flatwoods.

Table 2.4: Summary of existing natural communities within LMCA

CLC Code	Natural Community Type	Acres	Percent (%) of Project Area
11	Hardwood Forested Uplands	0.57	0.45
14	Mixed Hardwood-Coniferous	0.41	0.32
183	Rural Lands	0.13	0.10
212	Freshwater Marshes	13.66	10.67
223	Mixed Wetland Hardwoods	0.02	0.02
1311	Mesic Flatwoods	40.15	31.35
1312	Scrubby Flatwoods	72.61	56.70
2221	Wet Flatwoods	0.51	0.40
Total		**128.06**	**100.00**
Data Source: FNAI GIS Data Library – 2008-2010 Cooperative Land Cover			

Hardwood Forested Uplands
This land cover type describes a closed-canopy forest, dominated by deciduous hardwood trees such as southern magnolia, Florida maple (*Acer floridanum*), live oak, laurel oak (*Quercus laurifolia*), and loblolly pine. The midstory layer typically contains shade-tolerant shrubs and smaller trees such as red bay (*Persea borbonia*), winged elm (*Ulmus alata*), and American holly (*Ilex opaca*). Groundcover is commonly composed of graminoids and vines such as Virginia creeper and sedges (*Carex* spp.).

Mesic Flatwoods

This type of land cover is characterized by sand substrate and an open pine canopy with a layer of low shrubs and grasses. Common canopy found within mesic flatwoods is composed of longleaf pine, and slash pine. Shrubby vegetation found with the area typically includes saw palmetto, gallberry, shiny blueberry, dwarf live oak (*Quercus minima*), and dwarf hackberry (*Celtis tenuifolia*). The herbaceous layer is primarily composed of grasses such as wiregrass, panicgrass (*Panicum*), and broomsedge (*Andropogon virginicus*). Due to the topography and soils found within mesic flatwoods, water can seasonally saturate the surface for extended periods. Similarly, these areas can be susceptible to droughts during the dry season.

Scrubby Flatwoods

This type of land cover is characterized by sand substrate and can range from mesic to xeric. Canopy cover is typically composed of scattered pine species with bare patches of sand and a shrubby understory. Shrubby vegetation within this area can include saw palmetto, scrub oak (*Quercus ilicifolia)*, myrtle oak (*Quercus myrtifolia*), laurel oak, and Chapman's oak (*Quercus chapmanii*). Herbaceous ground cover is typically low but can include species such as wiregrass.

Mixed Hardwoods – Coniferous

This land cover type describes mesic to xeric areas with a sand/clay substrate and contain a mix of hardwood and coniferous trees.

Rural Open

This land cover commonly contains herbaceous or shrubby vegetation in a rural setting and the ground cover is typically disturbed to some degree. Herbaceous or shrubby vegetated area in a rural setting.

Unimproved/Woodland Pastures

This land cover type includes cleared or forested areas where native grasses, trees, and brush have been able to regrow. These areas are typically associated with agricultural or livestock activities.

Freshwater Marshes

This land cover is commonly composed of shallow, open water areas with a sandy substrate and is dominated by hydrophytic vegetation such as sawgrass, cattail, spike rush, maidencane (*Panicum hemitomon*), arrow root, and buttonbush.

Wet Flatwoods

This land cover is characterized by relatively open canopy forests with a scattered pine canopy and a seasonally inundated sand substrate. A grassy understory containing wiregrass, or a shrubby understory is containing gallberry, sweetbay, and cabbage palm is typically present.

Mixed Wetland Hardwoods

This land cover type describes wetland hardwood communities which are composed of a large variety of hardwood species tolerant of hydric conditions yet. This type of habitat often describes transitionary areas between dry upland and wet lowland habitats.

3 PROTECTED SPECIES ASSESSMENT

3.1 Methodology

The USFWS, through the ESA (16 U.S.C. § 1531) and other regulatory instruments, and the FWC, through Chapter 68 of the FAC, regulate activities that may affect protected species. Information regarding the occurrence, or likelihood of occurrence, for protected species was gathered for LMCA. The property has been evaluated using available data and aerial imagery, to address the occurrence, or potential occurrence, of wildlife and plant species listed as threatened and endangered according to methodology outlined by the USFWS, FWC, and/or FNAI.

3.2 Protected Species with Potential to Occur within LMCA

LMCA falls within the USFWS consultation area for the Florida scrub jay (*Aphelocoma coerulescens)* and red-cockaded woodpecker (*Dryobates borealis*). Additionally, the property falls within the Core Foraging Area (CFA) for the wood stork (*Mycteria americana*). Based on the review of available data and literature, twenty-one federally or state-protected species have the potential to occur within or adjacent to LMCA. Table 3.2 includes the scientific and common name of each species, its protected status, and habitat. Species are discussed in further detail below if the property falls within the USFWS consultation area for the species or if they have been documented within one mile of LMCA. A map depicting protected species occurrence is presented in Appendix A, Figure 5.

Table 3.2 Protected species with potential to occur within or adjacent to LMCA (FNAI, 2022).

Species	Listing Status		Habitat Preference	Likelihood of Occurrence
	USFWS/ NMFS	FWC/ FDACS		
Reptiles and Amphibians				
American Alligator (*Alligator mississippiensis*)	T (S/A)	T (S/A)	Most permanent bodies of freshwater and brackish water.	Moderate
Eastern Indigo Snake (*Drymarchon couperi*)	T	T	Broad range of habitats, from scrub and sandhill to wet prairies and mangrove swamps.	Moderate
Gopher Tortoise (*Gopherus polyphemus*)	-	T	Typically found in dry upland habitats, including sandhills, scrub, xeric oak hammock, and dry pine flatwoods.	Moderate
Florida Pine Snake (*Pituophis melanleucus mugitus*)	-	T	Open canopies with dry sandy soils, gopher tortoise burrows	Moderate
Mammals				
Florida Black Bear (*Ursus americanus floridanus)*	None	68A-4.009 FAC*	Typically found in forested communities including forested wetlands.	High
Tricolored Bat (*Perimyotis subflavus*)	PE	PE	Found throughout all of Florida and roosts in trees, caves, palm fronds, and man-made structures.	Moderate

Table 3.2 Protected species with potential to occur within or adjacent to LMCA (FNAI, 2022).

Species	Listing Status		Habitat Preference	Likelihood of Occurrence
	USFWS/ NMFS	FWC/ FDACS		
Birds				
Florida Scrub Jay (*Aphelocoma coerulescens*)	T	T	Inhabits fire dominated, low-growing, oak scrub habitat found on well-drained sandy soils.	Moderate
Red-cockaded Woodpecker (*Dryobates borealis*)	E	E	Open, mature pine woodlands.	Low
Whooping Crane (*Grus americana*)	E	E	Inhabit shallow marshes and open grasslands.	Moderate
Eastern Black Rail (*Grus americana*)	T	T	Inland coastal wetlands with shrubby vegetation and salt or brackish marshes.	Low
Osprey (*Laterallus jamaicensis jamaicensis*)	-	U.S. MBTA***	Habitat includes the coast, lakes, rivers, and swamps in Florida	Moderate
Everglade Snail Kite *(Rostrhamus sociabilis plumbeus)*	E	E	Typically found in shallow freshwater marshes and lake shorelines.	Moderate
Florida Sandhill Crane (*Grus canadensis pratensis*)	None	T	Inhabit freshwater marshes, prairies, and pastures.	High
Bald Eagle (*Haliateetus leucocephalus*)	BGEPA & MBTA	68A-16.002 FAC**	Commonly includes areas close to bays, rivers, lakes, or other bodies of water that provide concentrations of food sources.	Moderate
Plants				
Rugel's Pawpaw (*Deeringothanus rugelii*)	E	E	Inhabit bare or disturbed, open patches of sand in sand pine scrub or ecotones between this and scrubby flatwoods.	Low
Sand Butterfly Pea (*Centrosema Arenicola*)	-	E	Sandhill, scrubby flatwoods, dry upland woods.	Moderate
Piedmont Jointgrass (*Coelorachis tuberculosa*)	-	T	Ephemeral ponds and margins of sandhill upland lakes or depression marshes where soils are sandy peat or sandy peat muck.	Moderate
Large-flowered Rosemary (*Conradina grandiflora*)	-	T	Scrubby flatwoods and adjacent disturbed areas.	Low
Hartwrightia (*Hartwrightia floridana*)	-	T	Seepage slopes, edges of baygalls and springheads, wet prairies, and flatwoods.	Low

Table 3.2 Protected species with potential to occur within or adjacent to LMCA (FNAI, 2022).

Species	Listing Status		Habitat Preference	Likelihood of Occurrence
	USFWS/ NMFS	FWC/ FDACS		
Star Anise (*Illicium parviflorum*)	-	E	Stream banks, bottomland forests, hydric hammocks and baygalls.	Moderate
Nodding Pinweed (*Lechea cernua*)	-	T	Scrubby flatwood sands, often associated with Florida rosemary.	Low
Celestial Lily (*Nemastylis floridana*)	-	E	Wet flatwoods, prairies, marshes, cabbage palm hammock edges.	Moderate
Florida Beargrass (*Nolina atopocarpa*)	-	T	Grassy areas of wet flatwoods.	Low
Giant Orchid (*Pteroglossaspis ecristata*)	-	T	Sandhill, scrub, pine flatwoods, pine rock lands, and occasionally old fields.	Moderate

Table 3.2 Definitions:
USFWS = United States Fish and Wildlife Service, FWC = Florida Fish and Wildlife Conservation Commission, FDACS = Florida Department of Agriculture and Consumer Services, NMFS = National Marine Fisheries Service
E = Endangered, T = Threatened, T(S/A) =Threatened due to Similarity of Appearance, EFH = Essential Fish Habitat, FS = Florida Statute, PE=Proposed Endangered
* Removed from Florida's Endangered and Threatened Species List in 2012, but still protected under the FAC
** Removed from Florida's Endangered and Threatened Species List in 2008, but is still protected under the Bald and Golden Eagle Protection Act (BGEPA), Migratory Bird Treaty Act (MBTA), and FAC

3.2.1 Birds

Florida Scrub-Jay
The Florida scrub-jay is listed as threatened by the USFWS. Scrub-jays require well-drained sandy soils and occur along the coastlines and ridges of central Florida. These small, blue, and gray birds are year-round residents in Florida, but are most likely to be observed between March and October. LMCA falls within the USFWS consultation area for this species and there were 22 documented occurrences of this species within one mile of LMCA between the years of 1992-1993 and three documented occurrences between the years 2013-2017 (Appendix A, Figure 5). The nearest documented occurrence is located 86 feet south of the property, near Avery Meadows and occurred between the years of 1992-1993.

Red-cockaded Woodpecker
The red-cockaded woodpecker (RCW) is listed as endangered by USFWS. RCWs are medium-sized birds with a barred, black and white back, black head, and black neck. Only the males have small red streaks above their cheeks that are rarely visible. The RCW inhabits mature pine forests, predominantly longleaf (*Pinus palustris*), slash, and loblolly pine in Florida. LMCA falls within the USFWS consultation area for this species. However, there are no documented observation within one mile of LMCA.

3.2.2 Mammals

Black Bear
The Florida black bear is not listed as threatened or endangered by the FWC; however, it is protected in Florida by Section 68A-4.009 FAC. This species utilizes a large home range and a variety of upland and wetland forested habitats, including flatwoods, swamps, scrub oak ridges, bayheads and hammocks.

Suitable habitat exists within LMCA and there have been numerous black bear interactions documented in the region (Attachment A, Figure 6). According to FWC data, the project is within the common range for black bear and there are 117 documented black bear related calls and 14 black bear mortalities within 1 mile of the LMCA according to FWC data.

4 NON-NATIVE AND INVASIVE PLANT SPECIES ASSESSMENT

Florida Invasive Species Council (FISC) compiles invasive species lists that are revised every two years. Non-native/invasive plants are categorized into three categories that are defined by FISC. These categories are described below, and Table 4.1 demonstrates examples of Category I and Category II plants commonly found in central Florida. A complete invasive species list created by FISC can be viewed in Appendix E.

- Category I: non-native/invasive plants that are altering native plant communities by displacing native species, changing community structures or ecological function, or hybridizing with native species. The definition does not rely on economic severity or geographic range of the problem, but on the documented ecological damage caused.
- Category II: non-native/invasive plants that have increased in abundance or frequency, but have not yet altered Florida plant communities to the extent described in Category I. If ecological damage is demonstrated, these plants are moved into Category I.

There is a minimal presence of exotic and invasive species within LMCA. Category I invasives observed within LMCA include cogon grass (*Imperata cylindrica*) and coral ardisia (*Ardisia crenata*) located in the southwest portion of the property.

Table 4.1: FISC Category I and Category II Invasive Species

Species	FISC Category
Coral ardisa (*Ardisa Crenata*)	Category I
Camphor-tree (*Cinnamomum camphora*)	Category I
Air potato (*Dioscarea bulbifera*)	Category I
Water-hyacinth (*Eichhornia crassipes*)	Category I
Cogon grass (*Imperata cylindrica*)	Category I
Peruvian Primrosewillow (*Ludwigia peruviana*)	Category I
Brazilian pepper (*Schinus terebinthifolia*)	Category I
Bottlebrush (*Melaleuca viminalis*)	Category II
Chinaberry (*Melia azedarach*)	Category II
Rattlebox (*Sesbania punicea*)	Category II
Guinea-grass	Category II

(*Urochloa maxima*)	
Alligator-weed (*Alternanthera philoxeroides*)	Category II
Data Source: Florida Invasive Species Council Invasive Species List (2019)	

5 CULTURAL AND HISTORICAL RESOURCES

No archaeological or historical sites or properties are documented within LMCA according to the National Register of Historic Places. If any archaeological, historical, or burial resources are unearthed during any activities that occur on LMCA, all construction work and activities will stop, and the property will be evaluated.

6 PROPERTY MANAGEMENT GOALS

The following goals and objectives express the City's long-term intent in the management of LMCA. Each goal is discussed in further detail below.

- Protect, monitor, maintain, and restore native vegetation and natural communities;
- Update baseline imperiled species occurrence inventory lists;
- Protect, monitor, and maintain habitat conditions for designated species;
- Establish a non-native and invasive species monitoring program to control non-native and invasive species when necessary;
- Implement and provide quality passive recreational opportunities and facilities to the public;
- Maintain high maintenance standards and conduct routine safety inspections to provide clean and safe facilities;
- Facilitate increased public access to environmental education;
- Ensure that all activities that occur on the property will be implemented using Best Management Practices (BMPs);
- Ensure all recreational activities comply with the optimum carrying capacity requirements set forth by the Perpetual Conservation Easement (Appendix B).

6.1 Natural Resource Management

The City's primary objective in natural resource management is to maintain and restore, to the extent possible, the existing natural communities, native vegetation, and protected species that have the potential to occur within LMCA.

Non-Native and Invasive Plant Species
Segments of LMCA contain cogon grass and coral ardisia, both being classified as a Category I invasive. However, the presently known occupancy and quantity of non-native and invasive plant species within LMCA is low. Physical removal of these species is proposed. The City does not presently propose chemical treatment of invasive species. Bi-annual monitoring of LMCA to determine the extent of presence or re-occurrence of non-native and invasive species is proposed.

If chemical control of exotics within LMCA becomes necessary, any pesticides used will be applied in accordance with the manufacturers label instructions and in accordance with BMPs. Once treatment has

begun, follow up surveys will be conducted, and treatment results evaluated. Sites will be regularly monitored and re-treated as needed.

Imperiled Species Management
Several state and federally protected species have the potential to occur within LMCA as seen in Table 3.3. The management objectives of this Plan strive to improve the quality and diversity of the existing wildlife habitat by implementing the following:

- Surveying, monitoring, and recording presence of protected species within LMCA;
- Monitoring and reducing the presence and impact that invasive species have on habitat for protected species;
- Avoiding installation of recreational facilities where protected species reside;
- Plant appropriate native vegetation only;
- Discourage introduction of any wildlife to the property, unless advised by appropriate agencies; and
- Installation of bird and bat boxes within the property to increase presence of native and/or protected species. Metal poles are proposed to deter predators and the boxes will be set to face east, reducing the potential for overheating during summer months.

The welfare of protected species and existing natural communities is an important concern for the City. Protected species within and adjacent to LMCA will benefit from proper management of the existing natural communities. Management of existing natural communities does not presently include prescribed fire or mechanical treatment. If additional management measures for natural communities or protected species are required, the City will consult and coordinate with the appropriate local, state, and federal agencies. Additionally, species data routinely collected by the Florida Fish and Wildlife Commission (FWC) and United States Fish and Wildlife Service (USFWS) will be frequently reviewed to inform management decisions for LMCA.

6.2 Recreational Uses and Proposed Facilities

The City is committed to providing quality passive recreational opportunities to the public that require minimal prepared facilities and land alteration, including activities such as such as hiking, walking, wildlife observation, birdwatching, non-motorized boating, and fishing. No activities proposed will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat conservation. Additionally, all recreational activities have been considered in accordance with the *Recreational Carrying Capacity Guidelines* attached to the Perpetual Conservation Easement produced by FDEP (Appendix B). The recreational opportunities proposed to occur within LMCA include the following:

- Color-coded pedestrian dirt trails that vary in mileage;
- Picnic areas with scenic views;
- Accessibility to bear trash cans near the picnic areas;
- Non-motorized boating access to Moore Lake for watercraft such as canoes and kayaks;
- Educational kiosks and other informational signage;
- Trailhead that will provide visitor information on LMCA; and
- Enhanced environmental education opportunities by providing visitors with species checklists and interpretive displays of the area's history, flora and fauna throughout the park.

Trailhead/Visitor Access
Installation of a trailhead for parking is proposed to allow visitors access to the network of proposed hiking trails, picnic areas, and lake facilities. A parking area is proposed to the western edge of the property, near Dr. Martin Luther King Jr Boulevard (Appendix A, Figure 6). Per the City of Deland's code (Section 33-91.03), a parking study must be submitted to and approved by the City Commission. This parking study will determine the number of spaces and the type of surface required for the trailhead. The City of Deland will follow appropriate design criteria and obtain all permits necessary to be in compliance with all federal, state, and local regulations.

Trails
The proposed trail systems include five colored and unpaved pedestrian trails with a total length of approximately 2.64 miles, each 5 to 10 feet wide (Appendix A, Figure 6):

- Black trail: 0.22 miles
- Red trail: 0.19 miles
- Blue trail: 1.10 miles
- Green trail: 0.31 miles
- Orange trail: 0.82 miles

Trail designation includes dirt pedestrian trails for walking, jogging, and hiking only. Equestrian and bike trails are not currently proposed. Sections of the black, blue, orange, and red trail contain segments of the previously existing trail on the property. Trails will be cleared and grubbed where necessary to create smooth, walkable dirt trails for pedestrians. Past site reviews indicated that the northeast area of LMCA is seasonally inundated. Therefore, sections of the orange trial are proposed to include a 6-foot wide, 420-foot-long (0.08 miles) elevated boardwalk in an effort to increase visitor accessibility in these seasonally inundated areas.

Reflective trail markers with a visibility of 50 meters will be installed to guide visitors. Additionally, a sign containing the trail map will be available at the trailhead, along with a Portable Document Format (PDF) available to download from the City's website. Photos containing the trail markers intended for use are contained in Appendix E. Additionally, benches and picnic tables along the trails are proposed along the orange trail, black trail, and around Moore Lake. Due to the nearby occurrences of black bear mortalities, it is recommended that bear safe trash cans are utilized on the properties near the picnic areas. Examples of the proposed picnic tables, benches, and bear-safe trash cans can be viewed in Appendix E.

Environmental Education
Environmental education is a primary component to the objectives described in the Plan. Educational kiosks and informative signs will be located along the trails and include information about the park's history, flora, and fauna to engage visitors with nature-based education. Brochures, field maps, and field guides may be provided to the public to identify wildlife while at LMCA. An example of a brochure that contains a wildlife checklist in contained in Appendix F. The species listed in this brochure do not accurately portray presence and should be used only as an example for future creation. Providing educational resources for the public is a priority of the City in an effort to increase knowledge of Florida's diverse ecosystems and encourage responsible recreational use of the area.

Water Activities
Moore Lake is approximately 16 acres and is located in the central section of LMCA. Access to the lake provides an aesthetic area with opportunities for picnicking, fishing, and canoeing/kayaking. The City is dedicated to providing safe access for non-motorized watercraft in this area through the installation of a stationary viewing dock and kayak launch. The proposed piling dock would be located towards the southern edge of Moore Lake and measure approximately 50 feet long x 75 feet wide and a 5-foot x 25-foot gangway. The proposed kayak launch would be located on the western edge of Moore Lake, accessible by the red trail, and include a 10-foot x 16-foot floating platform, 5-foot-wide x 25-foot-long gangway and a 24-foot-long boardwalk. The location of the proposed facilities within the property can be viewed in Appendix A, Figure 6.

7 IMPLEMENTATION, TIMELINE, AND COSTS

7.1 Implementation

The City is committed to following all local, state, and federal guidelines for the proposed recreational improvements. Any potential impacts to jurisdictional wetlands or surface waters within LMCA from the proposed construction will be authorized and permitted from state, federal, and local agencies in accordance with Part IV of Chapter 373 of the Florida Statutes (F.S.), the Clean Water Act, and Chapter 72, Article III, Division 11 of the Volusia County Code of Ordinances.

7.2 Cost Analysis

Estimates are based upon the funding and staff resources needed to implement the Plan and the associated goals, objectives, and priority management activities. All estimates are approximate and will be reevaluated annually. Further information regarding kiosks and other proposed recreational materials can be found in Appendix E along with cost estimates for the proposed trailhead, trails, dock, kayak launch, and boardwalk.

Table 7.1: Cost Estimates for Proposed LMCA Improvements

Resource Management					
Goal	**Cost ($)**				
Bi-annual survey and inventory of invasive and exotic species.	10,000/year				
Bi-annual survey and inventory for protected species.	10,000/year				
Professional Environmental Services and assistance with Annual Report.	2,500/year				
Staff Labor and Volunteer Support	5,000/year				
Total Resource Management Costs:	***$27,500/year***				
Recreational Improvements					
Goal	**Unit Price ($)**	**Quantity**	**Material Cost**	**Installation**	**Cost ($)**
Picnic Tables	1500	2	3,000.00	$500	3,500.00
Reflective Trail Markers	$2	500	1,000.00	$500	1,500.00
Kiosks	5,000.00	2	10,000.00	$5,000	15,000.00
Pedestal Signs	355	5	1,775.00	200	1,975.00
Bear-Safe Trash Can	2,200.00	2	4,400.00	0	4,400.00
Bat Box (Super Rocket Roost)	375	1	375	100	475
Clearing and Grubbing of Trail	12,000.00				12,000.00
Trailhead	80,000.00				80,000.00
Dock	200,000.00				201,500.00
Kayak Launch	35,000.00				35,020.00
Boardwalk	350,000.00				350,000.00
Access Gates	4,000.00				4,000.00
Contractor Mobilization, Layout, As-built Survey	47,000.00				47,000.00
Survey, Design, and Permitting	40,000.00				40,000.00
20% Contingency and Price Escalation	158,970.00				158,970.00
Subtotal Recreational Improvements with 20% Contingency:					***$982,840.00***

7.3 Future Monitoring and Priority Scheduling

Planning and preparation of the goals and objectives listed in this Plan are set to go underway within one year of the approval of this Plan. The ability of the City to implement specific goals, objectives, and priority actions identified in this Plan will be determined by the availability of funding and material costs at the time of preparation.

Appendix A. Figures

Figure 1 – Project Location Map

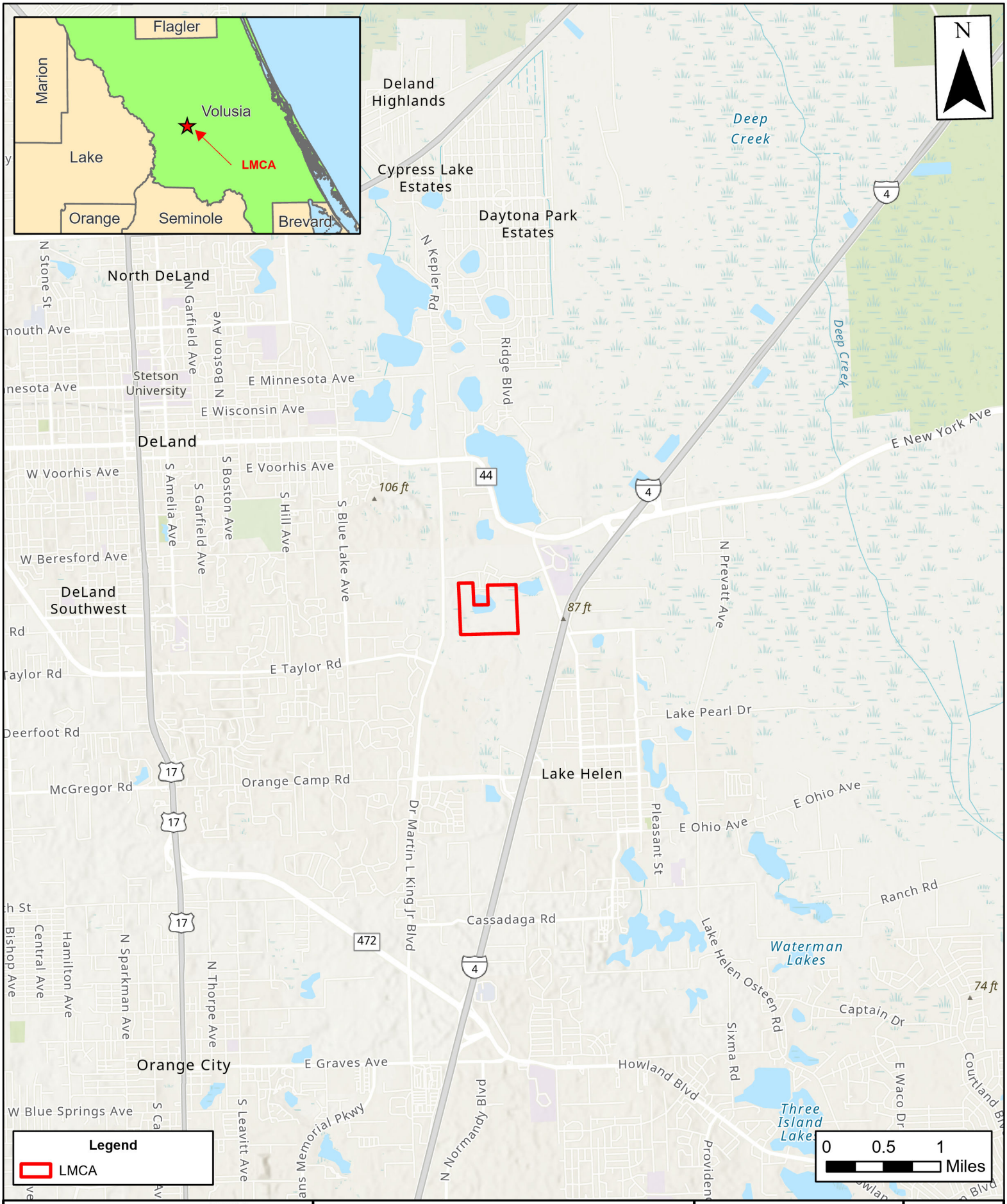
Figure 2 – Soils Map

Figure 3 – Land Use Map

Figure 4 – FNAI Natural Communities Map

Figure 5 – Protected Species Occurrence Map

Figure 6 – Proposed Trail Improvements Map



DRMP
DRMP, Inc.
941 Lake Baldwin Ln.
Orlando, FL 32814
www.drmp.com
Phone: 407-896-0594
Fax: 407-896-4836

Date: March 2024 | DRAWN BY: M. Lane | PROJECT NUMBER: 23-00655.000

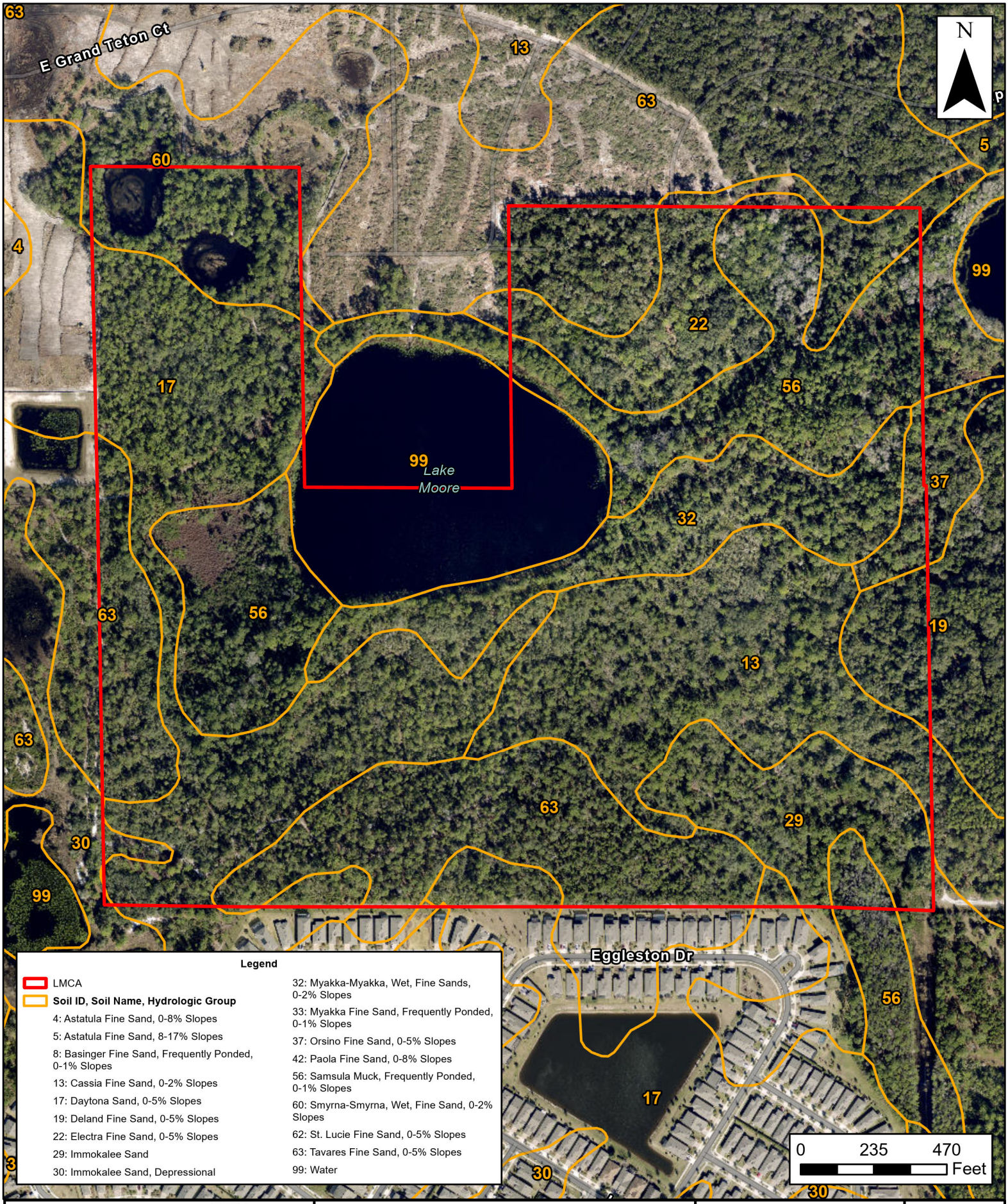
City of Deland Lake Moore Property Management Plan

Section 24 | Township 17S | Range 30E
USGS Quadrangle 4110 & 4111 |
Volusia County, Florida

Project Location Map

DATA SOURCE:
Imagery - ESRI 2023
Project Area - DRMP, 2023

Figure 1



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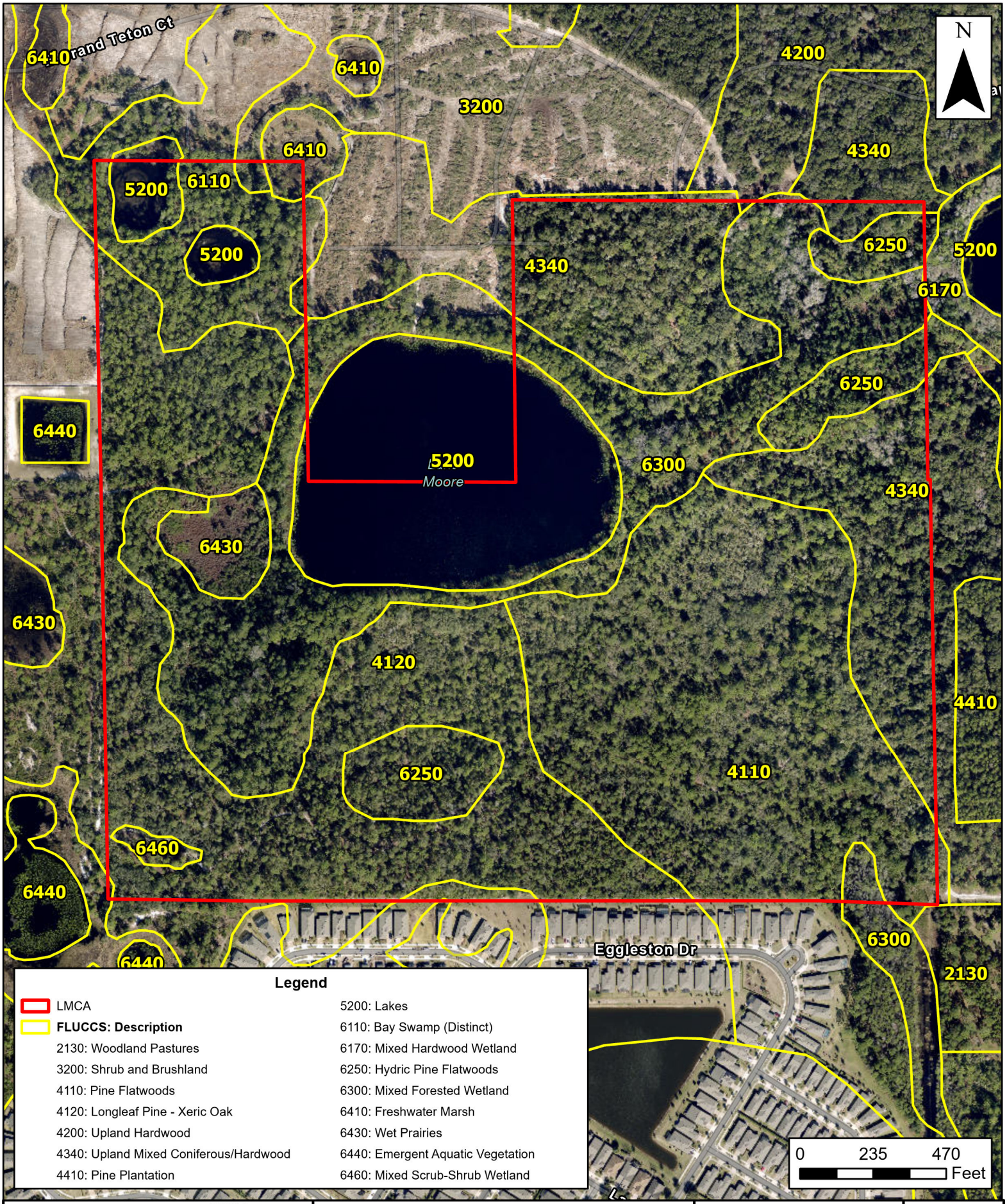
Volusia County, Florida

Soils Map

Figure 2

DATA SOURCE:
Imagery - ESRI 2023
Project Area - DRMP, 2023
Soils - NRCS, 2021



Legend

- LMCA
- **FLUCCS: Description**
- 2130: Woodland Pastures
- 3200: Shrub and Brushland
- 4110: Pine Flatwoods
- 4120: Longleaf Pine - Xeric Oak
- 4200: Upland Hardwood
- 4340: Upland Mixed Coniferous/Hardwood
- 4410: Pine Plantation
- 5200: Lakes
- 6110: Bay Swamp (Distinct)
- 6170: Mixed Hardwood Wetland
- 6250: Hydric Pine Flatwoods
- 6300: Mixed Forested Wetland
- 6410: Freshwater Marsh
- 6430: Wet Prairies
- 6440: Emergent Aquatic Vegetation
- 6460: Mixed Scrub-Shrub Wetland

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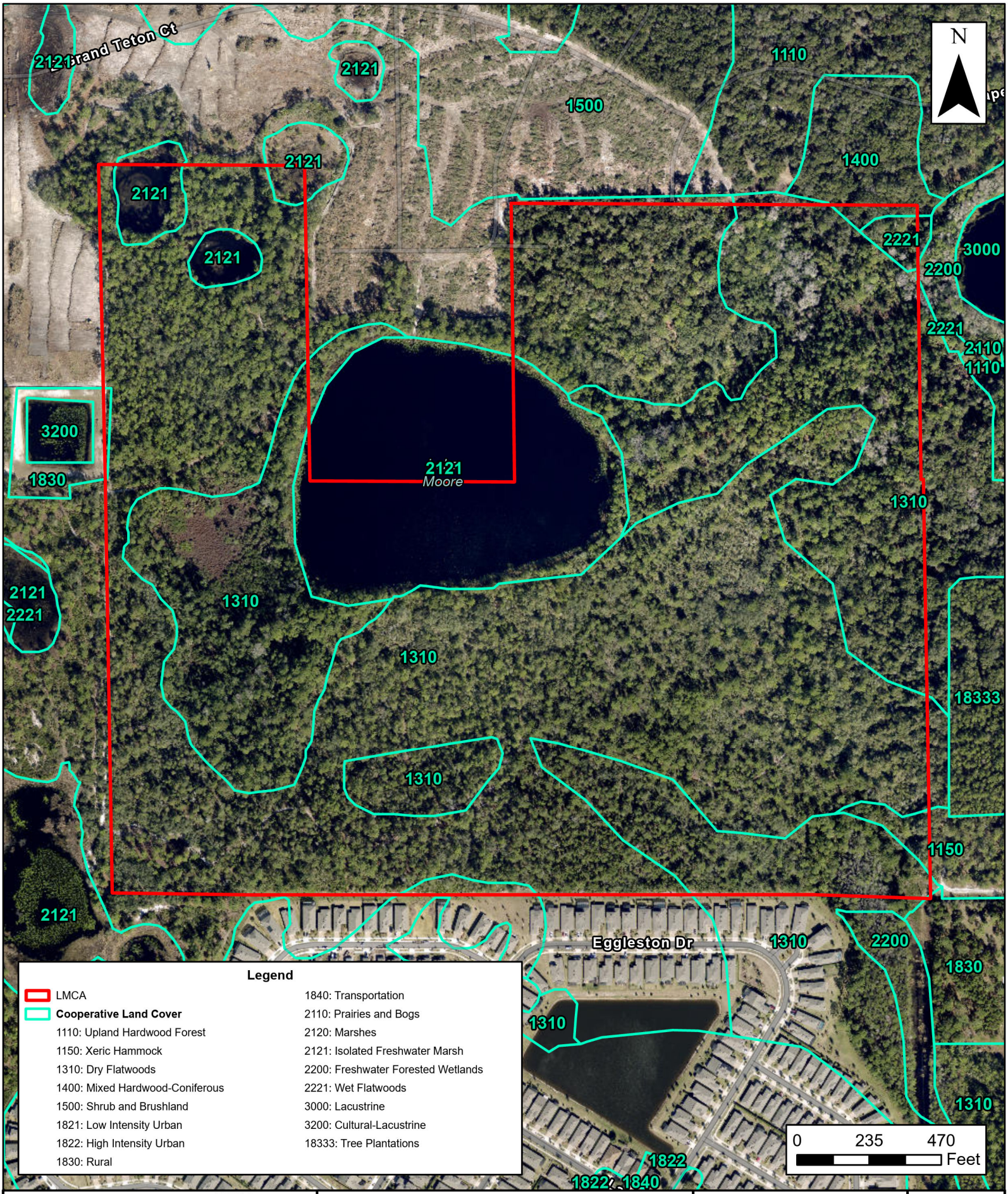
City of Deland Lake Moore Property Management Plan

Section 24 | Township 17S | Range 30E
USGS Quadrangle 4110 & 4111 |
Volusia County, Florida

SJRWMD Land Use Map

DATA SOURCE:
Imagery - ESRI 2023
Project Area - DRMP, 2023
FLUCCS - SJRWMD, 2021

Figure 3



Legend

- LMCA
- **Cooperative Land Cover**
  - 1110: Upland Hardwood Forest
  - 1150: Xeric Hammock
  - 1310: Dry Flatwoods
  - 1400: Mixed Hardwood-Coniferous
  - 1500: Shrub and Brushland
  - 1821: Low Intensity Urban
  - 1822: High Intensity Urban
  - 1830: Rural
  - 1840: Transportation
  - 2110: Prairies and Bogs
  - 2120: Marshes
  - 2121: Isolated Freshwater Marsh
  - 2200: Freshwater Forested Wetlands
  - 2221: Wet Flatwoods
  - 3000: Lacustrine
  - 3200: Cultural-Lacustrine
  - 18333: Tree Plantations

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City of Deland Lake Moore Property Management Plan

Section 24 | Township 17S | Range 30E
USGS Quadrangle 4110 & 4111 |
Volusia County, Florida

FNAI & FWC Cooperative Land Cover Map

DATA SOURCE:
Imagery - ESRI 2023
Project Area - DRMP, 2023
CLC - FWC, 2023

Figure 4

DRMP
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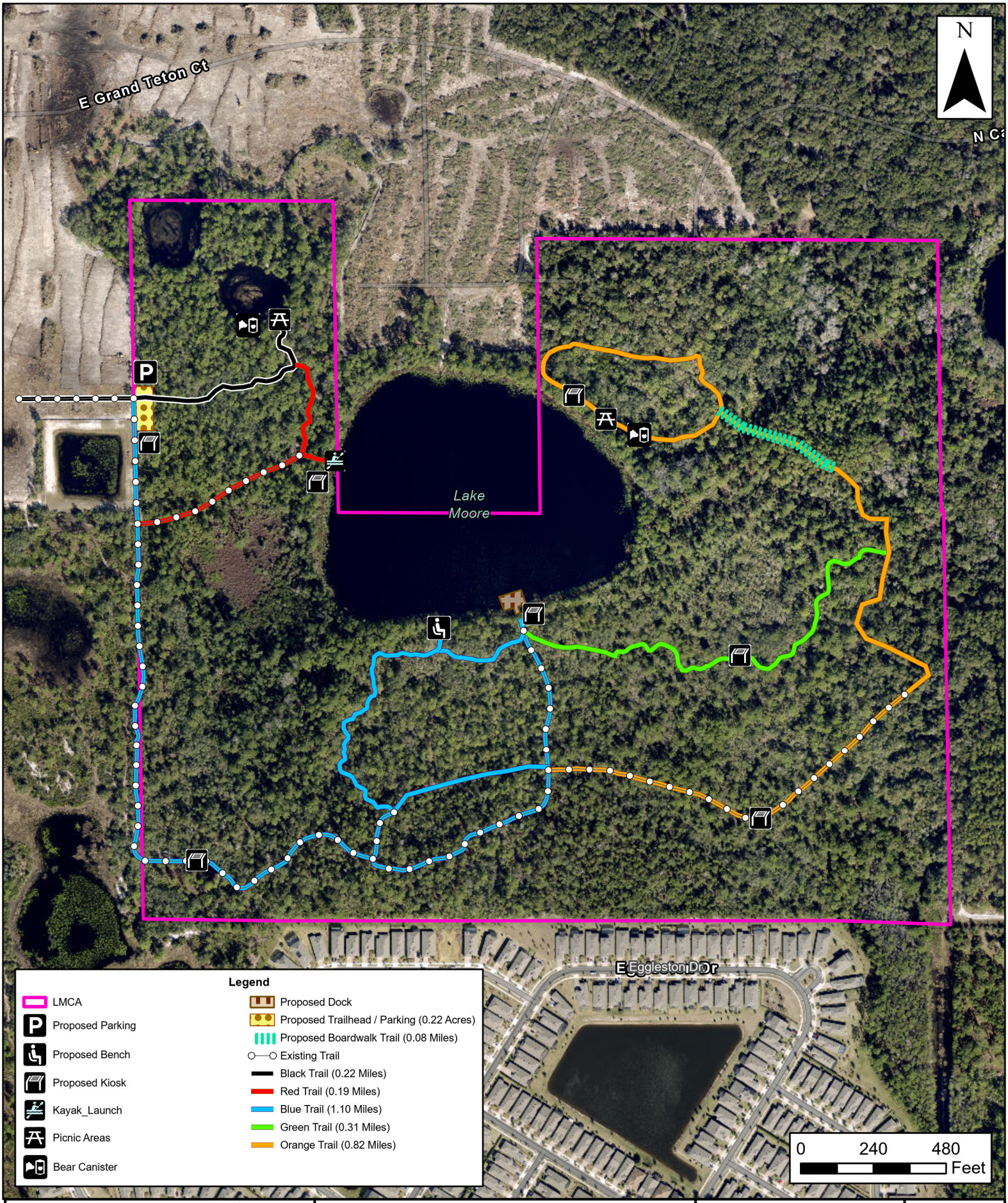
City of Deland Lake Moore Property Management Plan

Section 24 | Township 17S | Range 30E
USGS Quadrangle 4110 & 4111 |
Volusia County, Florida

Protected Species Occurrence Map

DATA SOURCE:
Black Bear Mortality Locations - FWC, Updated 2023
Scrub Jay Observations - FWC, 1993

Figure 5



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City of Deland Lake Moore Property Management Plan

Section 24 | Township 17S | Range 30E
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Volusia County, Florida

Proposed Trail Improvements Map

Figure 6

Date:	DRAWN BY:	PROJECT NUMBER:
March 2024	M. Lane	23-00655.000

DATA SOURCE:
Imagery - ESRI 2023
Project Area - DRMP, 2023

Appendix B. Perpetual Conservation Easement

7/18/2023 8:23:20 AM
Instrument# 2023145562 26 pages
Book: 8434 Page: 177
Electronically Recorded By
Volusia County Clerk of the Court

PREPARED BY AND RETURN TO:
County of Volusia
Legal Department

Property Appraisers Parcel Nos:
7024-00-00-0300

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax pursuant to 12B-4.014(10), F.A.C.

PERPETUAL CONSERVATION EASEMENT

THIS INDENTURE, made and entered into this 13th day of July, 2023, by and between the **CITY OF DELAND**, Florida, a municipal corporation of the State of Florida, whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720 (hereinafter referred to as the "Grantor") and the **COUNTY OF VOLUSIA** a political subdivision of the State of Florida, whose address is 123 W. Indiana Ave, DeLand, Florida 32720 (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property in Volusia County, Florida, (hereinafter referred to as the "Property"), which has wildlife, fish and plant habitat, natural, aesthetic, scientific, educational, and ecological value in its present state as a relatively undisturbed natural area, more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the purpose of this conservation easement is to ensure the Volusia Forever program goals are implemented and the citizen investment is protected. These goals are to preserve and properly manage environmentally sensitive lands, areas necessary for water resource protection, forests, farmlands and outdoor recreation sites for the purposes of conservation and resource-based recreation; and

WHEREAS, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and both have the common purpose of implementing the goals, values, and policies of Volusia Forever by protecting the natural value and character of the Property via conveyance to the Grantee of a Perpetual Conservation Easement (hereinafter referred to as the "Easement") on, over and across the Property, which shall conserve the ecological and hydrological integrity of the Property, conserve and protect the animal and plant populations on the Property, and prohibit certain further development activity on the Property.

NOW, THEREFORE, the Grantor, in consideration of TEN AND NO/100 DOLLARS and other good and valuable consideration in hand paid by the Grantee to the Grantor, the receipt and sufficiency of which is hereby acknowledged, hereby voluntarily grants and conveys to the Grantee and its successors and assigns forever this Easement pursuant to Section 704.06, Florida Statutes, on, over, upon, and across the Property of the nature, character, and extent hereinafter set forth.

I. PURPOSE OF THE EASEMENT.

The purpose of this Easement is to ensure the Property will be retained predominantly in its natural and scenic condition in order to preserve and protect, in perpetuity, the ecological, biological and hydrological integrity of the Property, including the Property's natural features, water resource benefits, cultural attributes, wildlife and plant life features, and recreational values, and to prevent any development or other use of the Property that interferes with the accomplishment of these purposes. It is also the purpose of this Easement to reserve to the Grantor public, passive recreational uses of the Property similar to those in a Florida State Park that are consistent with the conservation purposes of this Easement and subject to the limitations contained herein. Passive outdoor recreational uses require minimal, if any, prepared facilities or alteration to the land to ensure compatibility with natural resource functions and generally includes activities such as but not limited to, hiking, walking, sightseeing, camping, horseback riding, biking, wildlife observation, picnicking, non-motorized boating, and fishing.

II. PROHIBITIONS AND RESTRICTIONS ON USE.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited; provided, however, that uses expressly authorized under Section III or the Management Plan approved by the Grantee (the "Management Plan" is described in Section VII herein), are not prohibited:

1. **Uses.** Except as may be expressly allowed in the Management Plan or under Section III herein, no commercial, residential, agricultural or industrial activity shall be undertaken or allowed on the Property, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with said activities.

2. **Roads.** Except as may be expressly allowed under Section III herein, no additional roads or paving of existing roads is allowed.

3. **Waters.** No topographical or hydrological modifications or activities detrimental to water quality or quantity shall be allowed, except that Grantor may, subject to applicable permitting requirements, conduct activities as provided for in Section III herein. Commercial water wells, including wells for a public utility, shall not be allowed on the Property.

4. **Drainage and Wildlife.** There shall be no activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

5. **Revenues Produced from the Property.** Revenues produced from any use of the Property must be dedicated to the program for management of the Property and/or for the construction or maintenance of resource-based recreational activities and amenities on the Property.

6. **Construction and Fences.** Except as may be expressly allowed under this Easement or the Management Plan, there shall be no construction of, or the placing of, buildings, mobile homes, utilities, infrastructure, roads or other structures on, under, or above the ground. The construction and maintenance of fences permitted under this Easement shall not substantially impede the movement of wildlife

("Wildlife Friendly") onto, upon, or across the Property.

7. **Dumping.** There shall be no dumping or placing of trash, solid or liquid waste (including sludge material and biowaste), or hazardous materials, wastes or substances, toxic waste or substances, pollutants or contaminants, or unsightly or offensive materials, including but not limited to those as defined by the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161,253,373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Property. This prohibition shall not be construed to include customary lawful accumulation of agricultural waste generated as a result of allowed activities under Section III nor prohibit (a) the use and lawful application of chemicals, pesticides, herbicides or fertilizers, dirt, soil, rock, shell and other materials in accordance with the activities allowed under this Easement; (b) the placement of trash upon the Property through the use of dumpsters or other trash containers provided the trash is regularly removed and disposed of properly; or (c) the placement of human waste through the use of port-o-lets or permanent rest room facilities provided the human waste is regularly pumped and/or disposed of properly.

8. **Concentrated Animal Feeding Operations.** There shall be no concentrated animal feeding areas for bovine, swine, poultry or other animals on the Property.

9. **Invasive Exotic Species.** Grantor shall not plant, nor take any action to intentionally encourage the spread of, Invasive Exotic Species on the Property, and shall use best efforts to control the spread of any Invasive Exotic Species on the Property. Invasive Exotic Species shall mean those invasive exotic plants described in Category I or Category II of the Florida Exotic Pest Plant Council's (or its successor's) list of Invasive Species, as it is periodically updated.

10. **Pesticides, Herbicides and Fertilizer.** Pesticides, herbicides, and fertilizer must be applied in accordance with manufacturer's label instructions, and such use shall be included in the Management Plan described in Section VII below. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with Best Management Practices ("BMPs"), described in Section V below.

11. **Mining, Excavation, Filling and Dredging.** Except as otherwise allowed in the Management Plan or under Section III of this Easement, there shall be no mining, drilling, excavation, filling or dredging on the Property. Under no circumstance shall there be any exploration for or extraction of oil or gas (including all petroleum or hydrocarbons), sand, loam, peat, gravel, phosphate, rock, soil, or other surface or subsurface material for commercial purposes. Notwithstanding the above, to the extent

municipal water is not reasonably available for hookup, Grantor may drill and operate a permitted well or wells and a septic system for the structures and activities allowed under this Easement.

12. **Commercial Signs or Billboards.** Except for signs identifying the Property or the allowed activities thereon, including a park entrance sign, or regulatory signs such as "No Hunting" and "No Trespassing", and directional and identification signage, there shall be no commercial signs or billboards, temporary or permanent, constructed, placed, or maintained upon the Property.

13. **Conversion of Special Protection Areas.** Except as may be expressly authorized in Section III, Section VI, or approved in the Management Plan, areas identified in the Easement Documentation Report, described in Section VI below ("Easement Documentation Report"), as Special Protection Areas, consisting of certain natural areas and wetlands, shall not be converted to other land uses or more improved uses.

14. **Historical, Archaeological and Cultural Resources.** There shall be no acts or uses of the Property inconsistent with the Management Procedures for Archaeological and Historical Sites and Properties on State-Owned or Controlled Properties", as may be revised from time to time.

15. **Sale and Subdivision.** There shall be no direct or indirect subdivision of the Property. Except for transfers or conveyances authorized by Paragraph III, 2. below. Also, Grantor shall not transfer or convey title to the Property without the prior written consent of Grantee.

III. RIGHTS RESERVED TO GRANTOR.

Grantor reserves unto itself, its successors and assigns, all rights accruing from its ownership of the Property that are not inconsistent with the purposes of this Easement. Grantor's reserved rights include the right to engage in or permit or invite others to engage in all uses of the Property that: (a) are not expressly prohibited herein; (b) are expressly provided for in the Management Plan, and (c) follow Best Management Practices, as described in Section V.16 herein ("BMPs"), and (d) include the following reserved rights:

1. **Fee Simple Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee simple title absolute in the Property. Further Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement.

2. **Sale or Lease of Property.** Grantor shall have the right to sell or lease the Property provided that prior written consent is received from Grantee, which consent shall not be unreasonably withheld. Grantor shall provide to Grantee within 30 days of any sale or conveyance of any interest in the Property a copy of the proposed instrument of conveyance. Notwithstanding any contrary provision herein, Grantor shall have the right to enter into leases for portions of the Property without the consent of Grantee as follows:

   a. Lease(s) to vendors approved by the Grantor for approved uses including:
      1. Canoe, kayak, paddle board or other non-motorized vessel rental;
      2. Bicycle, wheelchair, stroller, scooter or other non-motorized vehicle

3. **Resource-Based Recreation.** Grantor reserves the right to allow the public to use the Property for resource-based recreational activities, provided such use is outside the Special Protection Areas (as shown in the Easement Documentation Report) and is in accordance with *Recreational Carrying Capacity Guidelines* produced by the Florida Department of Environmental Protection, Division of Recreation and Parks, attached hereto as Exhibit C, or otherwise receives approval from the Grantee through the Property's Land Management Plan. Resource-based recreational activities include, but are not limited to, tent camping, canoeing, kayaking, paddle boarding, horseback riding, hiking, walking, sightseeing, non-vehicular trails, bicycling, birding and environmental education.

4. **Structures, Roads, Recreational Trails, Boardwalks, Wells and Surfaces.**

a. **Structures and Facilities.** Grantor reserves the right to construct structures and facilities on the Property in order to provide passive recreation activities and environmental research and education activities in accordance with this Easement and as provided for in the Management Plan. To do so, Grantor reserves the right to construct structures and facilities, including ancillary utilities, (Structures) that are compatible with resource-based public recreational uses. The Structures must be located outside the Special Protection Areas (as shown in the Easement Documentation Report) unless approved otherwise by Grantee and included in the Management Plan; Grantors may construct one boardwalk for non-motorized traffic along the lake.

The Structures may include buildings, boardwalks, support utilities, restrooms, shelters, pavilions, observation towers, fishing dock, canoe/kayak launch, and access and parking areas, as provided for in the Management Plan and subject to the following: (i) the total maximum square feet of all rooftop structures shall not be more than 3,000 square feet; (ii) said rooftop structures must be compatible with resource-based public recreation and/or environmental education uses; (iii) said rooftop structures shall only be located in uplands outside of any identified archaeological areas.

b. **Roads, Trails, and Fire Breaks.** Grantor may maintain the existing trails on the Property, as identified in the Easement Documentation Report, and may construct new trails to access structures and amenities provided for in the approved Management Plan. Fire breaks may be constructed as necessary to provide protection to visitors, structures and natural resources. Care should be given to ensure these fire breaks are not utilized as roads for vehicular traffic and that the breaks are not above and beyond the recommendation of the Florida Forest Service or Volusia County Fire Services Division. Any new roads shall use a practicable direct route that does not otherwise violate the terms of this Easement. Road construction may include ancillary ditches, culverts, stormwater retention and crossings, provided that there is no detrimental alteration of hydrology.

All such construction and maintenance shall be subject to applicable permitting processes, shall be included in the Management Plan, and shall be in accordance with applicable BMP's.

c. **Impervious Surfaces.** The areas identified in Paragraph 4.a. above are the only areas of impervious surface that may be improved in the future except as

otherwise authorized in the Management Plan or specifically approved in writing by the Grantee.

5. **Silviculture.**

a. **Uplands.** Grantor is authorized to preemptively thin trees and vegetation in the Wetlands, such as in defensive measure for wildfires. Grantor must provide Grantee at least three days advance notice before preemptively thinning or cutting trees or vegetation in the Wetlands as a defensive measure against infestation or disease.

b. **Wetlands.** Wetlands are generally depicted in the Easement Documentation Report ("Wetlands"). These Wetlands have not been reviewed by a regulatory/permitting agency and Grantor is responsible for ensuring wetland boundaries are formally identified prior to any construction activities. In emergency situations that pose an imminent threat to the resource and/or public safety, Grantor is authorized to preemptively thin trees and vegetation in the Wetlands, such as in defensive measure for wildfires. Grantor must provide Grantee at least three days advance notice before preemptively thinning trees or vegetation in the Wetlands in defensive measure against infestation or disease.

c. **Disaster Harvesting.** Salvage harvesting following natural disasters, including but not limited to insect infestations, floods, drought, storms, plant disease, or wildfires, shall be allowed in all areas of the Property in accordance with applicable BMPs. Following such natural disasters, all site preparation and re-establishment activities shall be conducted according to BMPs. However, Grantor is not required to re-establish areas following natural disasters.

6. **Non-native or Nuisance Animals.** Grantor reserves the right to undertake actions to control nuisance or non-native animals, provided these actions are conducted in compliance with applicable federal, state and local laws.

7. **Access.** Grantor retains the right to control and limit all access to the Property subject to the Grantee's right of access as herein granted.

8. **Restoration and Enhancement.** Grantor shall retain the right to engage in activities on the Property designed to enhance or restore the natural communities on the Property, provided Grantee is notified in writing prior to the commencement of such activities, and provided such activities are properly permitted by the appropriate authority and are described in the Management Plan.

9. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and of quiet use and enjoyment.

10. **Vendor Agreements.** Grantor is authorized to engage the services of a third-party vendor(s) to perform various activities on behalf of Grantor that are related to the public use of the Property, including but not limited to (a) guided trail rides/hikes; (b) canoe, kayak, paddle board, and other non-motorized vessel rental; (c) bicycle, wheelchair, stroller, scooter or other non-motorized vehicle rental; and (d) the sale of food or goods.

IV. GRANTEE'S AFFIRMATIVE RIGHTS.

Subject to the rights and interests of Grantor herein reserved, Grantor gives, grants and conveys the following affirmative rights to Grantee:

1. Grantee shall have visual and physical access to the Property for the purposes of:

a. inspection, monitoring, and enforcement of the terms and conditions of this Easement, including, but not limited to, the prohibitions and restrictions on use set forth in Section II, *supra;* and

b. scientific investigation and to monitor water resources on the Property, including the right to install wells and monitoring equipment.

c. Grantee shall furnish Grantor with reasonable advance notice of any physical access to or inspection of the Easement Property. If Grantee after following the notice requirements contained in Section V.7 of this Easement, does not receive a response from Grantor within three (3) days after requesting access to the Easement Property, then Grantee shall have the right to physically access and inspect the Easement Property. Grantee's access pursuant to this provision shall not be deemed a trespass by Grantor for any reason.

d. As provided in Section V below, Grantee shall have the right to enforce, by proceedings at law or in equity, compliance with this Easement, including, but not limited to, the right to require restoration by Grantor of the Property to the pre-violation condition.

2. Grantor acknowledges and agrees that all development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as may be specifically reserved to the Grantor in this Easement, are hereby irrevocably transferred to the Grantee. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been transferred by this Easement shall be transferred to any other land pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

V. GENERAL PROVISIONS.

1. **Grantee's Remedies.** In the event that Grantee becomes aware of a violation of the terms of this Easement, Grantee shall give notice to Grantor in accordance with the Notice provisions of this Section ("Notice of Violation"). Failure by Grantor to initiate curative action within fifteen (15) days of receipt of the Notice of Violation and to discontinue, abate, or cure the violation within thirty (30) days after receipt of the Notice of Violation, or a longer period of time if provided for in the Notice of Violation, then Grantee may, at its option, proceed to cure the deficiency on the Easement Property. Grantor shall be responsible to pay Grantee's cost to cure Grantor's violation plus one percent (1%) interest accruing monthly or the Consumer Price Index (CPI-U), as set by the U.S. Bureau of Labor Statistics, for the previous twelve (12) month period, whichever is greater, from the date Grantor originally received notice of the deficiency. Grantor shall pay the amount owed

to the Grantee within sixty (60) days after receiving notice of the amount requested along with reasonable documentation. Grantee may alternatively bring an action at law or in equity before a court of competent jurisdiction to: (i) enforce the terms of this Easement; (ii) require the restoration of the Property to the condition that existed prior to such activity; (iii) recover liquidated damages in lieu of restoration of harvested sod or timber in the event Grantor harvests or causes to be harvested sod or timber in violation of this Easement, Grantor stipulates to liquidated damages for such violation in an amount equal to four hundred percent (400%) of the then fair market value of the harvested sod or timber; provided, however, nothing herein shall be construed to alter or waive Grantee's right to seek restoration of any portions of the Property altered in violation of this Easement; (iv) enjoin such noncompliance by a temporary or permanent injunction in a court of competent jurisdiction; (v) seek a mandatory injunction in a court of competent jurisdiction to compel Grantor to take such corrective action as required to remedy the violation; (vi) recover any damages arising from noncompliance with this Easement; (vii) recover 100% of Grantee's contribution towards the purchase of the Property plus interest. Interest shall be capped at $250,000 or calculated using the annual Consumer Price Index (CPI-U), as set by the U.S. Bureau of Labor Statistics, whichever is greater, commencing on the first day of the month following the Property closing. Interest shall compound annually and shall be calculated on December 31st each year and shall be based on a 365-day calendar. For partial years such calculation of interest shall be prorated accordingly. Should the Grantee exercise this recovery remedy for noncompliance, the Grantor shall have up to 180-days from Grantee's notice to Grantor of repayment to provide payment. If payment is not received within 180-days of notice, Grantee may invoke its fee transfer rights, as provided for in this Easement, whereby Grantee has the option of requiring Grantor to return to Grantee all right, title and interest in the Property if the terms of the Easement are violated by Grantor. Damages arising from noncompliance with this Easement, when recovered, may be applied by Grantee, in its sole discretion, to corrective action on the Property.

a. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire; provided, however, that Grantee shall provide notice to Grantor of the violation and Grantee's actions to prevent or mitigate said damage at the earliest feasible time.

b. Grantee does not waive or forfeit the right to take such action as may be necessary to ensure compliance with this Easement by any prior failure to act and Grantor hereby waives any defense of laches with respect to any delay by Grantee in acting to enforce any restriction or exercise any rights under this Easement.

c. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Property or plant or animal life thereon due to causes beyond Grantor's control, such as, without limitation, changes caused by fire, flood, storm, earthquake, major plant or animal disease, acts of God, or the unauthorized wrongful acts of third persons. In the event of violations of this Easement caused by wrongful acts of unauthorized persons, if Grantee requests, Grantor agrees to assign such right of action to Grantee, to join in any suit and/or to appoint Grantee as attorney-in-fact of Grantor for the purposes of pursuing an action against such third person.

2. **Recordation.** Grantee shall record this Easement in the Official Records of Volusia County, Florida, and provide the Grantor with a copy of the Easement with recording information affixed thereto within thirty (30) days of the recording date of the Easement. Grantee may re-record this Easement at any time Grantee may so require to preserve its rights. Grantee shall pay all recording costs necessary to record this Easement in the public records.

3. **Taxes and Assessments.** Grantor agrees to pay when due any real estate taxes or other assessments levied on the Property. Upon request of Grantee, Grantor shall furnish to Grantee timely proof of such payment. In the event that Grantor fails to pay any tax or assessment on the Property when due, Grantee, subject to the notice and cure provision of this Easement and in Grantee's absolute discretion, may pay such tax or assessment. Notwithstanding the foregoing provisions, Grantor shall have the right to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such taxes or assessments, and in connection with and during the pendency of such contest, the Grantor my refrain from paying such taxes or assessments.

4. **Transfers by Grantor.** Grantor agrees that Grantee's written approval is necessary prior to the transfer of any fee simple interest in the Property. Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate by specific reference to this Easement's Public Records recording information the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in the Property, including, without limitation, a leasehold or other possessory interest. The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

5. **Modification.** The terms and conditions of this Easement may be modified only by mutual agreement, in writing, between the Grantor and the Grantee, or their respective successors or assigns and shall be recorded in the Public Records of Volusia County, Florida.

6. **Attorneys' Fees and Costs.** In any dispute between Grantor and Grantee arising out of this Easement which results in the filing of a lawsuit, each party in such action shall bear its own attorney fees and costs (including fees and costs of appeal) incurred by such party in regard to this dispute.

7. **Successors and Assigns.** The terms "Grantor" and "Grantee" as used herein shall include, without limitation, the successors and assigns of Grantor and Grantee. The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of such Grantor and Grantee and shall continue as a servitude running in perpetuity with the Property.

Notices. Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing and either served personally by hand-delivery, next-day courier delivery, or by registered or certified mail, postage prepaid, addressed as follows:

To the Grantee:	County of Volusia County Manager 123 W. Indiana Ave. DeLand, FL 32720
With a copy to:	County of Volusia County Attorney 123 W. Indiana Ave. DeLand, FL 32720
To the Grantor:	City of DeLand City Manager 120 S. Florida Avenue DeLand, FL 32720
With a copy to:	City of DeLand City Attorney 120 S. Florida Avenue DeLand, FL 32720

or to such other address as any of the above parties shall from time to time designate by written notice, delivered pursuant to the terms of this paragraph. All such notices delivered hereunder shall be effective upon delivery or within five (5) days from the date of mailing if sent by registered or certified mail.

8. **Good Faith Covenant.** Each party hereto agrees that it shall act in good faith and deal fairly with the other party in performing its obligations and enforcing its rights as set forth in this Easement. Each party affirmatively commits to fulfill its obligations under this Easement honestly and with diligence and integrity. Each party further agrees to avoid impairing the other's performance, and each shall cooperate with the other party to fulfill its obligations timely and efficiently.

9. **Mediation.** From time to time, the terms and conditions of this Easement will require Grantor and Grantee to reach agreement on certain plans and courses of action described and contemplated herein. Grantor and Grantee agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, Grantor and Grantee fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee may submit such issue to mediation. Mediation shall be held at a time and place mutually agreeable to Grantor and Grantee provided, however, in no event shall the mediation be scheduled later than ninety (90) days after notice provided by one party to the other requesting mediation on the issue in dispute. The mediation shall be held before a mediator who is mutually acceptable to both Grantor and Grantee and having expertise in the subject matter in dispute. This mediation provision is intended to apply to good faith disputes regarding mutual decisions to be reached by Grantor and Grantee under the terms and conditions of this Easement. In no event shall this mediation provision supplant or impede election of the remedies set forth in Paragraph V. l. herein.

10. **Construction of Document.** As used herein "shall" is always mandatory. This Easement was jointly prepared by the parties upon the review and advice of their respective legal counsel. It is the intent of the parties that, in construing the intent

of the parties hereto, there shall be no presumption in favor of either party by virtue of which party is primarily responsible for drafting this Easement.

11. Sovereign Immunity and Regulatory Authority. Nothing in this Easement shall be construed to constitute a waiver of the Grantor or Grantee's sovereign immunity over and above the waiver of sovereign immunity set forth in section 768.28, Florida Statutes, or waiver of any other statutory or common law immunity, including the recreational use immunity of the Grantee set forth in section 375.251, Florida Statutes. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantor or Grantee, or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.

12. Condemnation. If the Property, or any portion thereof, is condemned under the power of eminent domain, or determined necessary for public utility purposes, Grantee and Grantor shall be entitled to compensation in accordance with applicable law to the extent and in the proportion to their respective participation.

13. Environmental Warranty and Indemnification. Grantor shall not take any action to cause the Property to fail to be in compliance with applicable Environmental Laws. Moreover, subject to the limits of liability provided by Section 768.28, Florida Statutes, Grantor hereby indemnifies and agrees to save, defend and hold harmless, to the extent allowed by law, Grantee from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs and other liabilities (whether legal or equitable in nature including, without limitations, attorney's fees and costs) claimed or asserted by or on behalf of any person or governmental authority arising from or connected with the release or threatened release by Grantor of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation by Grantor (or Grantor's agents, employees, invitees or guests) of Environmental Laws. Provided, however, in the event that Grantee is named or joined as a party in a suit or proceeding alleging a violation of Environmental Laws (or a violation by Grantor's agents, employees, invitees or guests), Grantee shall give Grantor timely notice of such suit or proceeding. Upon receipt of such notice, Grantor shall tender a defense of Grantee in such action or proceeding. Grantee shall have the right to reasonably approve Grantor's selection of counsel for such defense. So long as Grantor tenders and maintains such defense on behalf of Grantee, the indemnity provisions of this Paragraph shall not extend to attorney's fees and costs incurred or paid by Grantee in defense of such suit or proceeding if such fees and costs are independent of the defense tendered by Grantor.

The term "Environmental Law" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements regulating or imposing standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right to know, hazard communication, noise, radioactive materials, resource protection, subdivision, inland wetlands and water courses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect, including, but not limited to, as amended, the Federal Solid Waste Disposal Act ("SWDA"), the Federal Clean Air

Act ("CAA"), the Federal Clean Water Act ("CWA"), the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Federal Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Emergency Planning and Community Right-To-Know Act ("EPCRA"), the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), the Toxic Substances Control Act ("TSCA"), Chapters 161, 253, 373, 376, and 403, Florida Statutes, and the rules and regulations of the (i) United States Environmental Protection Agency, (ii) the Florida Department of Environmental Protection, and (iii) the St. Johns River Water Management District, now or at any time hereafter in effect.

The term "Hazardous Materials" shall mean any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance which may pose a present or potential hazard to human health or the environment. The term "Hazardous Materials" shall not include pesticides, herbicides, and fertilizer applied in accordance with (i) label instructions, (ii) any applicable permitting process, and (iii) any applicable BMPs.

14. General Indemnification. To the extent allowed by law, Grantor shall indemnify and hold harmless the Grantee, its employees, agents and assigns for any and all liabilities, claims, demands, losses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs and reasonable attorney's fees and attorney's fees on appeal) to which Grantee may be subject or incur relating to the Property, which may arise from Grantor's or its agent's contractor's, or invitee's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, or agreements contained in this Easement, or violations by Grantor or its agents, contractors, or invitees of any federal, state or local laws, including all Environmental Laws, all subject to the limits of liability provided by Florida Statute 768.28.

15. Best Management Practices. As used in this Easement, the term "Best Management Practices" ("BMPs") shall be deemed to be those Best Management Practices that are or may be established for permissible uses of the Property by the Florida Department of Agriculture and Consumer Services ("DACS"), University of Florida Institute of Food and Agricultural Sciences ("IFAS"), Natural Resources Conservation Service ("NRCS"), the local soil and water conservation district, or in the absence of the foregoing, those BMPs then utilized as the prevailing practices for such use.

16. Signage. Within 90 days from the execution of this Easement, Grantor shall erect a sign at least 4' X 4' in size. The sign will identify that the Property was purchased with funds from the Volusia Forever fund inclusive of the following language and both the Volusia Forever and Volusia County logo. Grantor may include their logo on the signage.

The purchase of this land was funded in part by Volusia County using Volusia Forever funds. In 2000, and again in 2020, citizens voted to tax themselves to establish this fund to conserve the county's natural areas, protect water resources, and provide recreational opportunities to safeguard our quality of life.

17. **Inspection.** Per Section IV of this Easement, Grantee shall have access as necessary in order to produce an annual Easement Documentation Report.

VI. **EASEMENT DOCUMENTATION REPORT.** Grantor and Grantee acknowledge and agree that an Easement Documentation Report (the "Report") of the Property was prepared prior to closing and attached hereto as Exhibit "B". Grantor and Grantee acknowledge and agree that the Report is based upon the best available data, but the limits depicted have not been fully verified. In the event a controversy arises with respect to the nature and extent of the physical, ecological or biological condition of the Property, the parties may utilize the Report and any other relevant documents, surveys, photographs, field inspections, or other information to assist in the resolution of the controversy. The Report shall serve, however, as the principal base line for the biological, ecological, and physical condition of the Property on the date of this Easement.

VII. **MANAGEMENT PLAN AND ANNUAL REPORT.**

1. **Management Plan.** Grantor shall manage the Property in accordance with the Management Plan until such time as the Management Plan is revised. The Management Plan, and any revision thereto, shall describe Grantor's uses, operations and improvements upon the Property as reserved or allowed to Granter by this Easement. The Management Plan shall set forth Grantor's plans for the Property's development in a manner similar to a state preserve; silvicultural operations; public recreation (including appropriate limitation on the number of persons and vehicles utilizing the Property); use of pesticides, herbicides and fertilizers; wildlife management; construction, including, but not limited to, structures, roads and trails; restoration plans; and other land use activities upon the Property. The Management Plan shall specify that these activities are to be conducted upon the Property in accordance with the applicable BMPs and this Easement.

a. A draft copy of the Management Plan shall be prepared by Grantor and submitted to Grantee for review/approval within one (1) year from the execution of this Easement.

b. The Management Plan shall be subject to revision by amendment submitted by Grantor to Grantee pursuant to Paragraph V.8. herein. Proposed amendments shall be submitted for Grantee's review and approval no more frequently than semi-annually, but no less frequently than every ten (10) years. Grantee shall have up to sixty (60) days to review the Management Plan amendment and submit comments to Grantor or approve the amended Plan. If Grantee does not respond to Grantor within sixty days, the amendment shall be deemed to have been approved by

Grantee. The Management Plan and each amendment shall be consistent with the purposes and provisions of this Easement

c. To the extent the Management Plan does not address matters contemplated in this Easement or is inconsistent with this Easement, this Easement shall control.

2. **Annual Report.** Each year, on or before the anniversary date of the date of recording of this Easement, or such other date that is mutually agreed upon in writing by Grantor and Grantee, Grantor shall prepare and furnish to Grantee an annual report that includes: (i) a statement documenting Grantor's compliance with the Management Plan and the Easement for the preceding year; (ii) Grantor's activities upon and use of the Property during the preceding year; and (iii) Grantor's proposed activities upon and use of the Property during the current/upcoming year.

VIII. DUTY OF CARE. Grantor and Grantee recognize and acknowledge the natural, scenic, aesthetic, ecological and hydrological character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement with regard to Grantor's ownership and occupancy of the Property.

(Signatures on following pages)

IN **WITNESS WHEREOF,** the parties hereto have duly executed this Easement, to become effective as of the day and year first above written.

ATTEST:

George Recktenwald
County Manager

Date: 7/13/2023

GRANTEE

By _____
Jeffrey S. Brower, County Chair

Date: 7/13/2023

Approved by County Counsel
as to form and legality

By _____
T. Russ Brown
Senior Assistant County Attorney

ATTEST:

By_____
Julie A. Hennessy, City Clerk

Date: 06-23

GRANTOR

CITY OF DELAND

By_____
Michael P. Pleus, City Manager

Date: 07-06-23

Approved by City Counsel
as to form and legality

By_____
Darren J. Elkind, City Atty.

EXHIBIT "A"

Legal Description:

Parcel No. 7024-00-00-0300

The North ½ of the SW ¼ ; the South ¾ of the West ½ of the SW ¼ of the NW ¼; the South 13 chains of the SE ¼ of the NW ¼; together with the right of way and easement for ingress and egress on or along the southerly side of the SW ¼ of the NE ¼ and the SE ¼ of the NE ¼ from the above described property to the DeLand-Lake Helen Road, all in Section 24, Township 17 South, Range 30 East, Volusia County, Florida.

This description includes Parcel No 7024-00-00-0303 which is located entirely within Parcel No 7024-00-00-0300 and will transfer as part of this transaction.

EXHIBIT "B"

EASEMENT DOCUMENTATION REPORT

Contents

Map 1 - Special Protection Areas, Structures Areas, and Future Boardwalk

Map 2 - Natural Communities

Map 3 - Roads and Trails

EXHIBIT "C"

(Page 1 of 6 pages of Exhibit "C" begins on the following page)

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF RECREATION AND PARKS

RECREATIONAL CARRYING CAPACITY GUIDELINES

THE SELECTION AND CAPACITY DETERMINATION OF USE SITES

Introduction

The Division of Recreation and Parks has the responsibility of planning the use of and managing a sizable portion of Florida's public lands and water areas. With tremendous population increases and the constant and extensive development of private lands, the state recreation and parks system has a more significant role than ever before in (a) providing opportunities for quality outdoor recreation experiences, and (b) preserving representative and unique natural areas of the state. Both the quality of the recreation experience and the protection of the natural areas are directly affected by the implementation of the site plans, or land use plans, which are prepared for the various areas of the system and which designate sites to be established for public use and lands to be set aside for preservation purposes. Important factors given thorough study during the site planning process are the types of recreation activities to be provided, where these activities are to take place, and the amount of public use to be allowed.

Site Selection and Site Deterioration

Proper site selection is a critical part of the site planning process. Deterioration of recreation sites through normal use can be minimized when a designer remains sensitive to the plant communities he is working with. Some communities are significantly more tolerant of man's presence than others.

To assure the consideration of these factors, it is helpful to map plant communities existing at each site. This, coupled with analysis of plant communities' characteristics as summarized in Attachment A, should insure selection of the best available site which in turn will minimize the degree of deterioration from normal use.

Other factors, such as wildlife, soils, topography, and hydrology, should also be considered during the site planning process. Plant communities, once identified, suggest the soil makeup and animals which will be found at the site, but geology and hydrology should be considered separately.

Plant Community Limitations

Attachment A, "Characteristics of Florida's Major Plant Communities," was prepared to assist in the study of areas' plant community limitations. Included is a relative ranking of each community's ability to tolerate use other than that normally associated with wilderness. Practically all of the plant communities of Florida are represented on lands of the state recreation and parks system. They vary from unstable types which cannot withstand trampling, such as sand dunes, to stable types, such as pine flatwoods.

Several plant communities are rare or endangered because of extensive development which has taken place over the past 30 years. For example, the coastal hammocks which were once found in a continuous band along the barrier islands of the Atlantic Coast, have been reduced to remnants, due to extensive coastal development. To encourage active use of unstable and fragile plant communities is contrary to sound environmental management. Wherever possible, use sites will be located in communities and on terrain resistant to trampling. Similarly, communities which are considered to be rare or endangered, will be avoided. These areas best serve the public in scenic, interpretive, and biological research categories.

In some instances, planners are faced with the dilemma of not having a stable community in which to place a use site. Many east coast barrier islands consist of three basic communities--dune, coastal hammock, and mangroves. The coastal hammock is stable but endangered, and the dunes and mangroves are unstable as well as endangered. The most suitable location, therefore, is the outer portion of the coastal hammock. In areas which do not possess suitable plant communities, and yet some degree of use is determined desirable, the degree of development and corresponding intensity of use will be low.

Additional biological factors must be considered during the initial planning. Sand dunes are unable to withstand trampling, but high intensity use of adjacent beaches can be allowed by the installation of boardwalks over the dunes. Also, the location of a use site adjacent to an important wildlife nesting or feeding area may be detrimental even though the community is well suited for active use. Early field investigations for the purpose of inventorying plant communities, will provide such information.

Overcrowding and Site Deterioration

Areas in the state recreation and parks system have always been popular with large segments of the public and have accordingly received considerable use. But previously, they were seldom overcrowded to the extent that a lessening of the quality of the users' outdoor recreation experiences resulted. Now, in several areas, the number of persons seeking outdoor recreation exceeds the space allotments of the public use sites. Carrying capacities--limitations on the number of persons to use each site at a given time--can protect users' experiences by preventing overcrowding which (a) causes deterioration of the natural attribute of each use site and (b) impedes each user's ability to move freely and to fully enjoy the natural setting without undue distraction.

Optimum Carrying Capacities for Users

In order to determine appropriate carrying capacities for each park situation, two guides are provided here: Attachment A, "Characteristics of Florida's Major Plant Communities," already discussed, and Attachment B, "Optimum Carrying Capacities for Outdoor Recreation Activities." Attachment B gives the recommended limits on the number of users for most outdoor recreation activities in an attempt to prevent overcrowding, and a recommended land base to assure that sufficient support area and buffer area are provided. A range is given for almost every activity, to allow for differences in each site. The site's classification is a main factor in density variation. For state parks, special feature sites and preserves, the carrying capacities should be reduced to insure compatibility with the management objectives of each category.

The carrying capacities determined by these guidelines are to be followed in the preparation of site plans for new use sites and for authorized alterations of existing use sites. The applicable carrying capacity for a given use site also governs the number of parking spaces, the size of restrooms, and all quantities of support facilities to be provided.

Control of Established Carrying Capacities

Carrying capacity computations derived with the help of the guidelines contained here are vital to planning of new use sites, renovation of older developed sites and continuous management of all areas of the system, to prevent overcrowding and resource deterioration. The estimated optimum carrying capacity is included in each approved park unit management plan, in a tabular format. This estimate is evaluated and revised, as needed, as part of the periodic unit management plan update procedure

ATTACHMENT A

CHARACTERISTICS OF FLORIDA'S MAJOR PLANT COMMUNITIES

	Moisture Level Moist-▲ Dry-◊ Moderate-❖	Shade Potential Dense-▲ None-◊ Moderate-❖	Understory Buffer Dense-▲ None-◊ Moderate-❖
Group 1			
Pine Flatwoods	❖	❖	❖
Mixed Hardwood/Pine	❖	▲	▲
Group 2			
Xeric Hammock	◊	▲	❖
Coastal Hammock*	◊	▲	◊
Mesic Hammock	❖	▲	◊
Tropical Hammock*	❖	▲	❖
Group 3			
Sand Pine Scrub*	◊	❖	▲
Sandhill*	◊	❖	◊
Group 4			
Low Flatwoods	▲	◊	❖
Hydric Hammock	▲	▲	◊
Group 5			
Dunes*	◊	◊	◊
Wetlands*	▲	varies	▲

*Indicates rare and endangered communities.

The group number indicates the relative degree to which each community is affected by development. Group 1 is least affected, Group 5 is most affected.

ATTACHMENT B
OPTIMUM CARRYING CAPACITY FOR OUTDOOR RECREATION ACTIVITIES
LAND-BASED ACTIVITIES

Recreation Activity	Required Land Base	Area Requirements	People/Unit of Facility	Turnover Rate
Camping				
Hike-in	10-50 acres/site	Sites clustered to a maximum of 4 sites/acre	4/site	1/day
Short-walk, Tent	2-10 acres/site	3-8 sites/acre	4/site	1/day
Limited Facility	1-5 acres/site	3-8 sites/acre	4/site	1/day
Standard Facility	1-3 acres/site	3-10 sites/acre	8/site	1/day
Groups	20-50 acres/area	5-20 acres/area	10-30/site	1/day
Cabins	1-3 acres/cabin	2-6/acre	4-12/cabin	1/day
Amphitheater/Campfire	1-2 acres/facility	1/4-1/2 acre/facility	1/2 camping capacity	1/day
Museum/Visitor Center	1-5 acres/structure	1/4-1/2 acre/structure	1/20 sq. ft.	4/day
Picnicking	1/4-4 acres/site of exhibit area	8-15 tables/acre	4/table	2/day
Trails				
General Hiking (Nature Trails)	min. of 25 acres/mile of trail, max. length 1 mile	5-20 groups/mile	2/group	4/day
Primitive Hiking	min. of 100 acres/mile of trail, min. length 1 mile	1-5 groups/mile	2/group	2/day
Bicycle	min. of 25 acres/mile of trail	10-20 bikes/lane/mile	1/bike	4/day
Equestrian	min. 75 acres/mile of trail min. length 5 miles	2-8 groups/mile	4/group	1 to 2/day

ATTACHMENT B

OPTIMUM CARRYING CAPACITY FOR OUTDOOR RECREATION ACTIVITIES

WATER-BASED ACTIVITIES

Recreation Activity	Required Water/Land Base	Area Requirements	People/Unit of Facility	Turnover Rate
Swimming	min. 1/8 acre of land/ swimmer	50-200 sq. ft. of water and 200-500 sq. ft. of beach/ swimmer		2/day
Surfing	min. 1/2 mile of beach for a surfing area, and 1/8 acre of land/surfer	40-100 linear ft. of beach/surfer		2/day
Fishing				
Shoreline	min. 1/4 mile of shoreline for a fishing area, and 1/8 acre of land/fisherman	1 fisherman/20-100 linear feet		2/day
Jetty Pier	min. 1/8 acre of land/ fisherman	1 fisherman/10-40 linear feet		2/day
Boating				
Limited Power (10 HP or less)	min. 200 acres of water, and 1/4 acre of land/boat	1 boat/5-10 acres of water	2/boat	2/day
Unlimited Power	min. 600 acres of water and 1/4 acre of land/boat	1 boat/10-20 acres of water	4/boat	1/day
Water-skiing	min. 600 acres of water and 1/4 acre of land/boat	1 boat/20-50 acres of water	4/boat	1/day

Sailing	**min. 200 acres of water and 1/4 acre of land/boat**	**1 boat/5-10 acres of water**	**2/boat**	**2/day**
No Power, Still Water	**min. 50 acres of water and 1/4 acre of land/boat**	**1 boat/5-10 acres of water**	**2/boat**	**2/day**
No Power, Moving Water	**min. 1 mile of stream**	**2-10 boats/mile**	**2/boat**	**2/day**

Appendix C. Species Occurrence Data

FNAI Biodiversity Report

IPaC Report

1018 Thomasville Road
Suite 200-C
Tallahassee, FL 32303
850-224-8207
850-681-9364 fax
www.fnai.org

Florida Natural Areas Inventory

Biodiversity Matrix Query Results

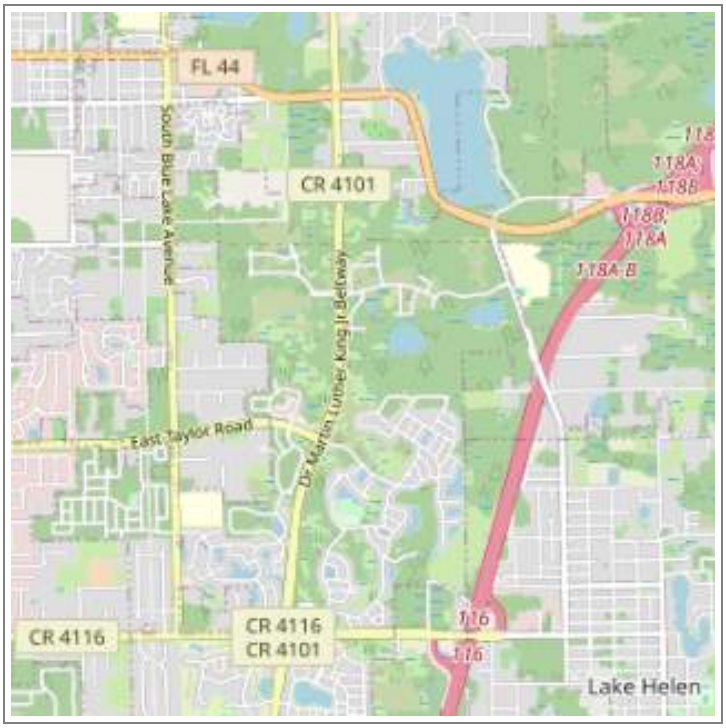
UNOFFICIAL REPORT

Created 2/21/2024

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 2 Matrix Units: 49502 , 49503



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

1. documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; *or*
2. there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 49502

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

7 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Aphelocoma coerulescens Florida Scrub-Jay	G2?	S1S2	T	FT
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Sandhill	G3	S2	N	N
Scrub	G2	S2	N	N

Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit ID: 49503

0 **Documented** Elements Found

0 **Documented-Historic** Elements Found

9 **Likely** Elements Found

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Aphelocoma coerulescens Florida Scrub-Jay	G2?	S1S2	T	FT
Drymarchon couperi Eastern Indigo Snake	G3	S2?	T	FT
Mesic flatwoods	G4	S4	N	N
Mycteria americana Wood Stork	G4	S2	T	FT
Sandhill	G3	S2	N	N
Sandhill upland lake	G3	S2	N	N
Scrub	G2	S2	N	N
Upland hardwood forest	G5	S3	N	N
Ursus americanus floridanus Florida Black Bear	G5T4	S4	N	N

Matrix Unit IDs: 49502 , 49503

22 **Potential** Elements Common to Any of the 2 Matrix Units

Scientific and Common Names	Global Rank	State Rank	Federal Status	State Listing
Antigone canadensis pratensis Florida Sandhill Crane	G5T2	S2	N	ST
Arnoglossum diversifolium variable-leaved Indian-plantain	G2	S2	N	T
Calopogon multiflorus many-flowered grass-pink	G2G3	S2S3	N	T
Centrosema arenicola sand butterfly pea	G2Q	S2	N	E
Coelorachis tuberculosa Piedmont jointgrass	G3	S3	N	T
Conradina grandiflora large-flowered rosemary	G3	S3	N	T
Deeringothamnus rugelii Rugel's pawpaw	G1	S1	E	E
Dryobates borealis Red-cockaded Woodpecker	G3	S2	E, PT	FE
Gopherus polyphemus Gopher Tortoise	G3	S3	C	ST
Hartwrightia floridana hartwrightia	G2	S2	N	T
Heterodon simus Southern Hognose Snake	G2	S2S3	N	N
Illicium parviflorum star anise	G2	S2	N	E
Lechea cernua nodding pinweed	G3	S3	N	T
Lithobates capito Gopher Frog	G2G3	S3	N	N
Mustela frenata peninsulae Florida Long-tailed Weasel	G5T3?	S3?	N	N
Nemastylis floridana celestial lily	G2	S2	N	E

Nolina atopocarpa Florida beargrass	G3	S3	N	T
Notophthalmus perstriatus Striped Newt	G2G3	S2	N	C
Pituophis melanoleucus Pine Snake	G4	S3	N	ST
Podomys floridanus Florida Mouse	G3	S3	N	N
Pteroglossaspis ecristata giant orchid	G2G3	S2	N	T
Sciurus niger niger Southeastern Fox Squirrel	G5T5	S3	N	N

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.

IPaC **U.S. Fish & Wildlife Service**

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

NOT FOR CONSULTATION

Location

Volusia County, Florida

Local office

Florida Ecological Services Field Office

(352) 448-9151
(772) 562-4288
fw4flesregs@fws.gov

777 37th St
Suite D-101
Vero Beach, FL 32960-3559

https://www.fws.gov/office/florida-ecological-services

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

NOT FOR CONSULTATION

2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10477	Threatened
Everglade Snail Kite *Rostrhamus sociabilis plumbeus* Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/7713	Endangered
Florida Scrub-jay *Aphelocoma coerulescens* Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/6174	Threatened
Red-cockaded Woodpecker *Picoides borealis* Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/7614	Endangered
Whooping Crane *Grus americana* No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/758	EXPN
Wood Stork *Mycteria americana* No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8477	Threatened

Reptiles

NAME	STATUS

NOT FOR CONSULTATION

Eastern Indigo Snake Drymarchon couperi — Threatened
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/646

Green Sea Turtle Chelonia mydas — Threatened
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/6199

Hawksbill Sea Turtle Eretmochelys imbricata — Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/3656

Leatherback Sea Turtle Dermochelys coriacea — Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/1493

Loggerhead Sea Turtle Caretta caretta — Threatened
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/1110

Insects

NAME	STATUS

Monarch Butterfly Danaus plexippus — Candidate
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/9743

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

NOT FOR CONSULTATION

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to Bald Eagle Nesting and Sensitivity to Human Activity

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

NOT FOR CONSULTATION

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

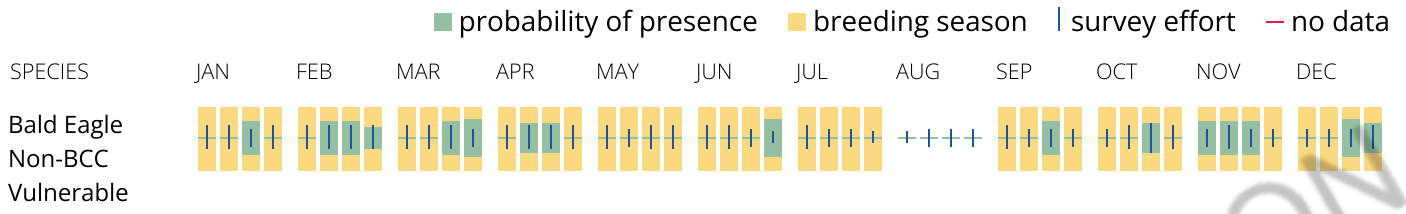
Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

NOT FOR CONSULTATION

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply). To see a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

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Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON

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American Kestrel Falco sparverius paulus — Breeds Apr 1 to Aug 31
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9587

Bachman's Sparrow Aimophila aestivalis — Breeds May 1 to Sep 30
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/6177

Bald Eagle Haliaeetus leucocephalus — Breeds Sep 1 to Jul 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1626

Chimney Swift Chaetura pelagica — Breeds Mar 15 to Aug 25
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Great Blue Heron Ardea herodias occidentalis — Breeds Jan 1 to Dec 31
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Lesser Yellowlegs Tringa flavipes — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9679

Painted Bunting Passerina ciris — Breeds Apr 25 to Aug 15
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Prairie Warbler Dendroica discolor — Breeds May 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Red-headed Woodpecker Melanerpes erythrocephalus — Breeds May 10 to Sep 10
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

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Swallow-tailed Kite Elanoides forficatus — Breeds Mar 10 to Jun 30

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/8938

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

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Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

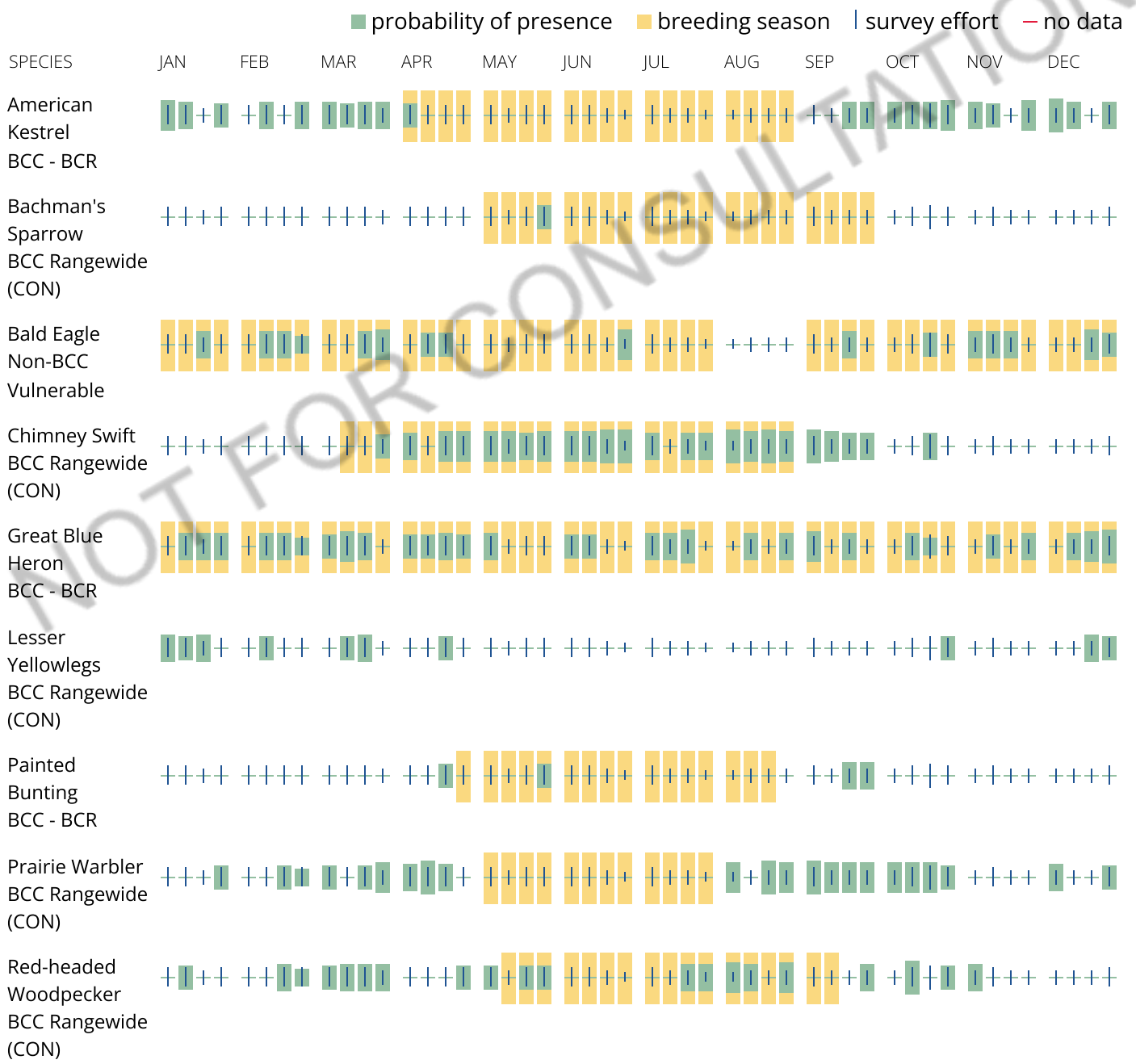
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



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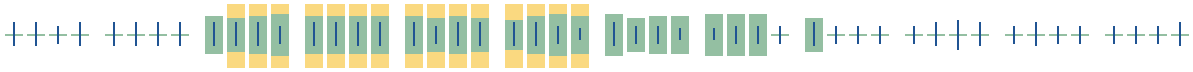
Swallow-tailed Kite
BCC Rangewide (CON)



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the RAIL Tool and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird

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on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key

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component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

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Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER EMERGENT WETLAND

- PEM1Cd

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1/3C
- PFO1/3Cd
- PFO3C
- PFO1C
- PFO4Cd
- PSS3C
- PFO4C

FRESHWATER POND

- PUBH
- PUBHx
- PUBHh

A full description for each wetland code can be found at the National Wetlands Inventory website

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

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Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and

nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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Appendix D.

Florida Exotic Plant Council Invasive Species List

(2019)

For more information on invasive exotic plants including links to related web pages, visit:

www.fleppc.org

FLEPPC List Definitions:

Exotic—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. **Native**—a species whose natural range includes Florida. **Naturalized exotic**—an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native).
Invasive exotic— an exotic that has not only naturalized, but is expanding on its own in Florida native plant communities.

Zone: N = north, **C** = central, **S** = south, Referring to each species' general distribution in regions of Florida (not its potential range in the state). Please refer to the map below.

Citation example:

**FLEPPC. 2019 List of Invasive Plant Species.
Florida Exotic Pest Plant Council. Internet: www.fleppc.org**

The 2019 list was prepared by the FLEPPC Plant List Committee

Tony Pernas, **Co-Chair, 2017-2019**, National Park Service, Big Cypress National Preserve, tony_pernas@nps.gov

Dennis Giardina, Co-Chair, 2017-2019, Florida Fish and Wildlife Conservation Commission, dennis.giardina@myfwc.com

Janice Duquesnel, Florida Park Service, Florida Department of Environmental Protection, janice.duquesnel@dep.state.fl.us

Alan Franck, Florida International University, Department of Biological Sciences, afranck@fiu.edu

Roger L. Hammer, Retired Naturalist and Author, kaskazi44@comcast.net

John Kunzer, Florida Fish and Wildlife Conservation Commission, john.kunzer@myfwc.com

James Lange, Fairchild Tropical Botanic Garden, jlange@fairchildgarden.org

Kenneth Langeland, Professor Emeritus, University of Florida/IFAS, Agronomy Department, gator8@ufl.edu

Deah Lieurance, University of Florida/IFAS, Agronomy Department, dmlieurance@ufl.edu

Chris Lockhart, Habitats Specialists Inc., chris@lockharts.org

Jean McCollom, Natural Ecosystems, jeanm@naples.net

Gil Nelson, Professor Emeritus, Florida State University/ iDigBio, gilnelson@bio.fsu.edu

Jennifer Possley, Fairchild Topical Botanic Garden, jpossley@fairchildgarden.org

Jimi L. Sadle, National Park Service, Everglades National Park, jimi_sadle@nps.gov

Dexter Sowell, Florida State University, FNAI, dsowell@fnai.fsu.edu

Jessica Spencer, US Army Corps of Engineers, jessica.e.spencer@usace.army.mil

Arthur Stiles, Florida Park Service, arthur.stiles@dep.state.fl.us

Richard P. Wunderlin, Professor Emeritus, University of South Florida, rwunder@usf.edu

Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species

*The mission of the **Florida Exotic Pest Plant Council** is to reduce the impacts of invasive plants in Florida through the exchange of scientific, educational, and technical information.*

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatic Plants, or in local ordinances are regulated by law.

Purpose of the List

To provide a list of plants determined by the Florida Exotic Pest Plant Council to be invasive in natural areas of Florida and routinely update the list based upon information of newly identified occurrences and changes in distribution over time. Also, to focus attention on:

- The adverse effects exotic pest plants have on Florida's biodiversity and native plant communities,
- The habitat losses in natural areas from exotic pest plant infestations,
- The impacts on endangered species via habitat loss and alteration,
- The need for pest plant management,
- The socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- Changes in the severity of different pest plant infestations over time,
- Providing information to help managers set priorities for research and control programs.

www.fleppc.org

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.

Scientific Name	Common Name	Zone
Abrus precatorius	rosary pea	C, S
Acacia auriculiformis	earleaf acacia	C, S
Albizia julibrissin	mimosa, silk tree	N, C
Albizia lebbeck	woman's tongue	C, S
Ardisia crenata	coral ardisia	N, C, S
Ardisia elliptica	shoebutton ardisia	C, S
Asparagus aethiopicus	asparagus fern	N, C, S
Bauhinia variegata	orchid tree	C, S
Bischofia javanica	bishopwood	C, S
Calophyllum antillanum	Santa Maria	S
Casuarina equisetifolia	Australian-pine	N, C, S
Casuarina glauca	suckering Australian-pine	C, S
Cenchrus purpureus (*Pennisetum purpureum*)	elephantgrass, Napier grass	N, C, S
Cinnamomum camphora	camphor-tree	N, C, S
Colocasia esculenta	wild taro	N, C, S
Colubrina asiatica	latherleaf	S
Cupaniopsis anacardioides	carrotwood	C, S
Deparia petersenii	Japanese false spleenwort	N, C
Dioscorea alata	winged yam	N, C, S
Dioscorea bulbifera	air potato	N, C, S
Dolichandra unguis-cati (*Macfadyena unguis-cati*)	cat's-claw vine	N, C, S
Eichhornia crassipes	water-hyacinth	N, C, S
Eugenia uniflora	Surinam cherry	C, S
Ficus microcarpa[1]	laurel fig	C, S
Hydrilla verticillata	hydrilla	N, C, S
Hygrophila polysperma	green hygro	N, C, S
Hymenachne amplexicaulis	West Indian marsh grass	N, C, S
Imperata cylindrica	cogongrass	N, C, S
Ipomoea aquatica	water-spinach	C
Jasminum dichotomum	Gold Coast jasmine	C, S
Jasminum fluminense	Brazilian Jasmine	C, S
Lantana strigocamara[2]	lantana, shrub verbena	N, C, S
Ligustrum lucidum	glossy privet	N, C
Ligustrum sinense	Chinese privet	N, C, S
Lonicera japonica	Japanese honeysuckle	N, C, S
Ludwigia peruviana	Peruvian primrosewillow	N, C, S
Lumnitzera racemosa	black mangrove	S
Luziola subintegra	Tropical American watergrass	S
Lygodium japonicum	Japanese climbing fern	N, C, S
Lygodium microphyllum	Old World climbing fern	N, C, S
Manilkara zapota	sapodilla	S
Melaleuca quinquenervia	melaleuca, paper bark	C, S
Melinis repens	Natalgrass	C, S
Microsorum grossum[4]	serpent fern, wart fern	S
Microstegium vimineum	Japanese stiltgrass	N
Mimosa pigra	catclaw mimosa	C, S
Nandina domestica	heavenly bamboo, nandina	N, C
Nephrolepis brownii	Asian sword fern	C, S
Nephrolepis cordifolia	sword fern	N, C, S
Neyraudia reynaudiana	Burma reed	S
Nymphoides cristata	crested floatingheart	C, S
Paederia cruddasiana	sewer vine	S
Paederia foetida	skunk vine	N, C, S
Panicum repens	torpedograss	N, C, S
Pistia stratiotes	water-lettuce	N, C, S
Psidium cattleianum	stawberry guava	C, S
Psidium guajava	guava	C, S
Pueraria montana var. *lobata*	kudzu	N, C, S
Rhodomyrtus tomentosa	downy rose-myrtle	C, S
Ruellia simplex	Mexican petunia	N, C, S
Salvinia minima	water spangles	N, C, S
Scaevola taccada	beach naupaka, half-flower	N, C, S
Schefflera actinophylla	schefflera, umbrella tree	C, S
Schinus terebinthifolia	Brazilian pepper	N, C, S
Scleria lacustris	Wright's nutrush	C, S
Scleria microcarpa[*]	tropical nutrush	C, S
Senna pendula var. *glabrata*	Christmas senna, climbing cassia	C, S
Solanum tampicense	wetland night shade	C, S
Solanum viarum	tropical soda apple	N, C, S
Sporobolus jacquemontii	West Indian dropseed	C, S
Syngonium podophyllum	arrowhead vine	N, C, S
Syzygium cumini	Java plum	C, S
Tectaria incisa	incised halberd fern	S
Thelypteris opulenta	jeweled maidenhair fern	S
Thespesia populnea	seaside mahoe	C, S
Tradescantia fluminensis	small-leaf spiderwort	N, C
Tradescantia spathacea	oyster plant	C, S
Triadica sebifera (*Sapium sebiferum*)	Chinese tallow-tree	N, C, S
Urena lobata	Caesar's weed	N, C, S
Urochloa mutica	paragrass	N, C, S
Vitex rotundifolia	beach vitex	N

[1] Does not include *Ficus microcarpa* var. *fuyuensis*, which is sold as "green island ficus".

[2] Historically this non-native has been referred to as *Lantana camara,* a species not known to occur in Florida.

[3] Does not include the native endemic *Spermacoce neoterminalis.*

[4] *Microsorum grossum* has been previously misidentified as *Microsorum scolopendria.*

[*] Added to the FLEPPC List of Invasive Species in 2019.

Plant names are those published in the Atlas of Florida Plants (http://www.florida.plantatlas.usf.edu). For historical species nomenclature see "Guide to Vascular Plants of Florida Third Edition." Wunderlin and Hansen, University of Florida Press. 2011.

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category 1 species. These species may become Category 1 if ecological damage is demonstrated.

Scientific Name	Common Name	Zone
Adenanthera pavonina	red sandalwood	S
Agave sisalana	sisal hemp	C, S
Alstonia macrophylla	devil tree	S
Alternanthera philoxeroides	alligatorweed	N, C, S
Antigonon leptopus	coral vine	N, C, S
Ardisia japonica	Japanese ardisia	N
Aristolochia elegans (*Aristolochia littoralis*)	calico flower	N, C, S
Asystasia gangetica	Ganges primrose	C, S
Begonia cucullata	wax begonia	N, C, S
Broussonetia papyrifera	paper mulberry	N, C, S
Bruguiera gymnorrhiza	large-leafed mangrove	S
Callisia fragrans	Inch plant	C, S
Casuarina cunninghamiana	river sheoak	C, S
Cecropia palmata	trumpet tree	S
Cenchrus polystachios (*Pennisetum polystachios*)	mission grass	S
Cenchrus setaceus (*Pennisetum setaceum*)	fountain grass	S
Cestrum diurnum	day jessamine	C, S
Chamaedorea seifrizii	bamboo palm	S
Clematis terniflora	Japanese clematis	N, C
Cocos nucifera	coconut palm	S
Crassocephalum crepidioides	redflower ragleaf	C, S
Cryptostegia madagascariensis	Madagascar rubbervine	C, S
Cyperus involucratus	umbrella plant	C, S
Cyperus prolifer	dwarf papyrus	C, S
Dactyloctenium aegyptium	Durban crow's-foot grass	C, S
Dalbergia sissoo	Indian rosewood, sissoo	C, S
Dalechampia scandens[*]	spurge-creeper	S
Distimake tuberosus (*Merremia tuberosa*)	Spanish arbor vine, wood-rose	C, S
Dracaena hyacinthoides (*Sansevieria hyacinthoides*)	bowstring hemp	C, S
Elaeagnus pungens	silverthorn, thorny olive	N, C
Elaeagnus umbellata	autumn olive, silverberry	N
Epipremnum pinnatum cv. *'Aureum'*	pothos	C, S
Eulophia graminea	Chinese crown orchid	C, S
Ficus altissima	council tree, false banyan	S
Flacourtia indica	governor's plum	S
Hemarthria altissima	limpograss	C, S
Heteropterys brachtiata	redwing	S
Hyparrhenia rufa	jaragua	N, C, S
Ipomoea carnea subsp *fistulosa*	shrub morning-glory	C, S
Kalanchoe x houghtonii	mother of millions	N, C, S
Kalanchoe pinnata	life plant	C, S
Koelreuteria elegans subsp. *formosana*	flamegold tree	C, S
Landoltia punctata	spotted duckweed	N, C, S
Leucaena leucocephala	leadtree	N, C, S
Limnophila sessiliflora	Asian marshweed	N,C, S
Livistona chinensis	Chinese fan palm	C, S
Macroptilium lathyroides	wild bushbean	N, C, S
Melaleuca viminalis (*Callistemon viminalis*)	bottlebrush	C, S
Melia azedarach	Chinaberry	N, C, S
Melinis minutiflora	molasses grass	C S
Mikania micrantha	mile-a-minute vine	S
Momordica charantia	balsam-apple	N, C, S
Murraya paniculata	orange-jessamine	S
Myriophyllum spicatum	Eurasian water-milfoil	N, C, S
Passiflora biflora	twin-flowered passion vine	S
Phoenix reclinata	Senegal date palm	C, S
Phyllostachys aurea	golden bamboo	N, C
Pittosporum pentandrum	Taiwanese cheesewood	S
Platycerium bifurcatum	staghorn fern	S
Praxelis clematidea	praxelis	C
Pteris vittata	Chinese brake, ladder brake	N, C, S
Ptychosperma elegans	solitary palm	S
Richardia grandiflora	largeflower Mexican clover	N, C, S
Ricinus communis	castorbean	N, C, S
Rotala rotundifolia	dwarf rotala, roundleaf toothcup	S
Ruellia blechum	green shrimp plant	N, C, S
Sesbania punicea	rattlebox	N, C, S
Sida planicaulis	mata-pasto	C, S
Solanum diphyllum	twinleaf nightshade	N, C, S
Solanum torvum	turkey berry	N, C, S
Spermacoce verticillata[3]	shrubby false buttonweed	C, S
Sphagneticola trilobata	wedelia	N, C, S
Stachytarpheta cayennensis	nettle-leaf porterweed	S
Syagrus romanzoffiana	queen palm	C, S
Syzygium jambos	Malabar plum, rose-apple	N, C, S
Taliparitti tiliaceum	mahoe, sea hibiscus	C, S
Terminalia catappa	tropical-almond	C, S
Terminalia muelleri	Australian–almond	C, S
Tribulus cistoides	puncture vine, burr-nut	N, C, S
Urochloa maxima (*Panicum maximum*)	Guineagrass	N, C, S
Vernicia fordii	tung-oil tree	N, C, S
Vitex trifolia	simple-leaf chastetree	C, S
Washingtonia robusta	Washington fan palm	C, S
Wisteria sinensis	Chinese wisteria	N, C
Xanthosoma sagittifolium	malanga, elephant ear	N, C, S

Appendix E.
Materials and Costs for Proposed Improvements

Cost Estimates for LMCA Trailhead, Trails, Dock, Kayak Launch, & Boardwalk				
Trailhead				
DESCRIPTION	**UNIT**	**UNIT PRICE**	**QUANTITY**	**COST**
Parking Lot Grading	LS	$5,000.00	1	$5,000.00
Clearing & Grubbing	AC	$3,750.00	0.22	$825.00
1.5" SP-9.5 ACSC	SY	$19.75	1,080	$21,330.00
Limerock Base (6")	SY	$20.00	1,080	$21,600.00
Stabilized Sub-Base (12")	SY	$18.00	1,100	$19,800.00
Header Curb (6" x 12")	LF	$20.00	396	$7,920.00
Concrete Wheel Stops	EA	$80.00	12	$960.00
Striping	LS	$965.00	1	$965.00
SWPPP	LS	$1,600.00	1	$1,600.00
			Subtotal for Trailhead:	*$80,000.00*
Trails				
Clearing & Grubbing	AC	$3,750.00	3.2	$12,000
			Subtotal for Trails:	*$12,000*
Stationary Dock				
Dock (50' x 75')	SF	$52.00	3750	$195,000.00
Gangway (5' x 25')	SF	$52.00	125	$6,500.00
			Subtotal for Dock:	*$201,500.00*
Kayak Launch				
Floating Platform (10' x 16')	SF	$38.00	160	$6,080.00
Gangway (5' x 25')	LS	$9,500.00	1	$9,500.00
Boardwalk (6' x 24')	SF	$135.00	144	$19,440.00
			Subtotal for Kayak Launch:	$35,020.00
Elevated Boardwalk				
Boardwalk (6' x 420')	SF	$140.00	2520	$352,800.00
			Subtotal for Elevated Boardwalk:	*$352,800.00*
Survey, Design, & Permitting				
Trailhead	LS	$25,000.00	1	$25,000.00
Trails, Dock, Kayak Launch, and Boardwalk	LS	$15,000.00	1	$15,000.00
			Subtotal for Mobilization/Layout/Survey	*$40,000.00*
			Subtotal Costs:	**$721,320.00**
			20% Contingency:	**$158,970.00**
			Total Costs with 20% Contingency:	**$880,290.00**

Definitions:
LS: Lump Sum, AC= Acres, SY= Square Yards, LF= Linear Feet, EA= Each

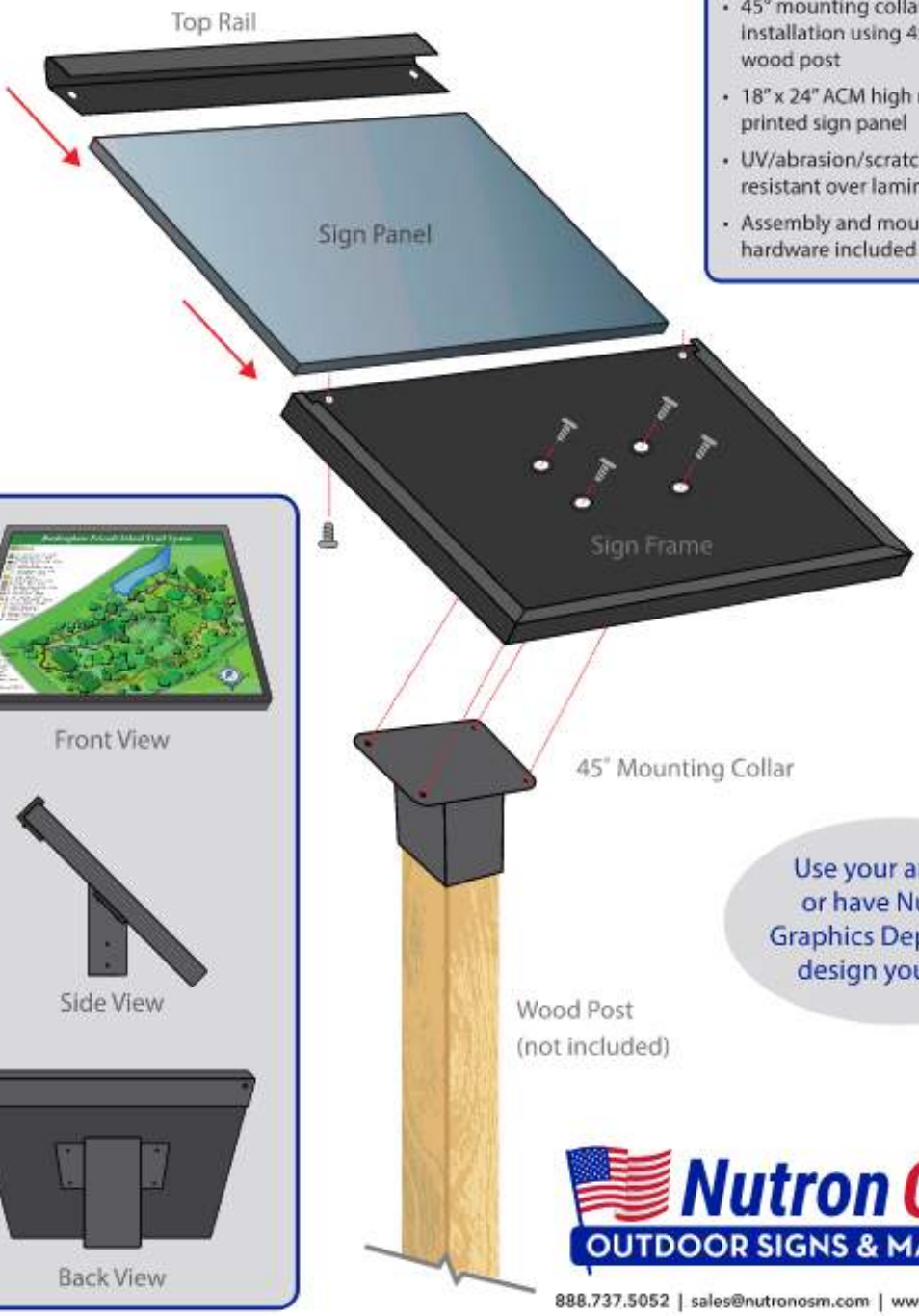
Reflective Trail Markers: *3.125” diameter, 0.30 aluminum*

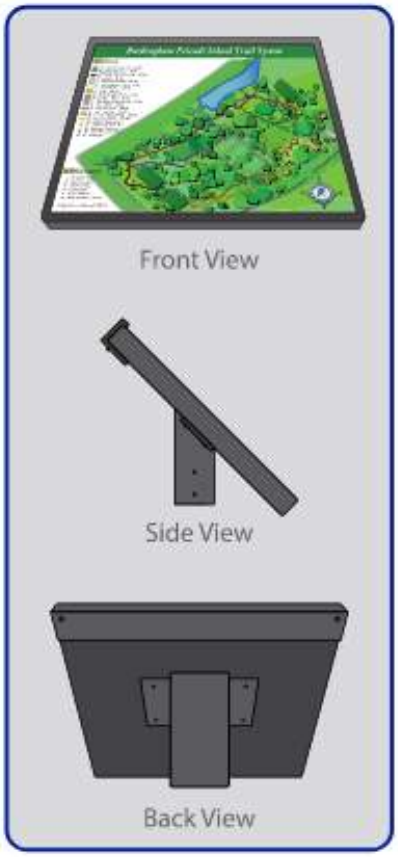
Pedestal Trail Signs: *18" x 24'*

Trail Signage System
INFORMATION SHEET

Part # SPF1824

- Powder coated galvannealed steel frame and mounting collar.
- Removable top rail for easy sign panel installation
- 45° mounting collar for easy installation using 4x4 outdoor wood post
- 18" x 24" ACM high resolution UV printed sign panel
- UV/abrasion/scratch/chemical resistant over laminate film
- Assembly and mounting hardware included





Use your artwork, or have Nutron's Graphics Department design your sign.

Nutron OSM
OUTDOOR SIGNS & MARKERS

888.737.5052 | sales@nutronosm.com | www.nutronosm.com

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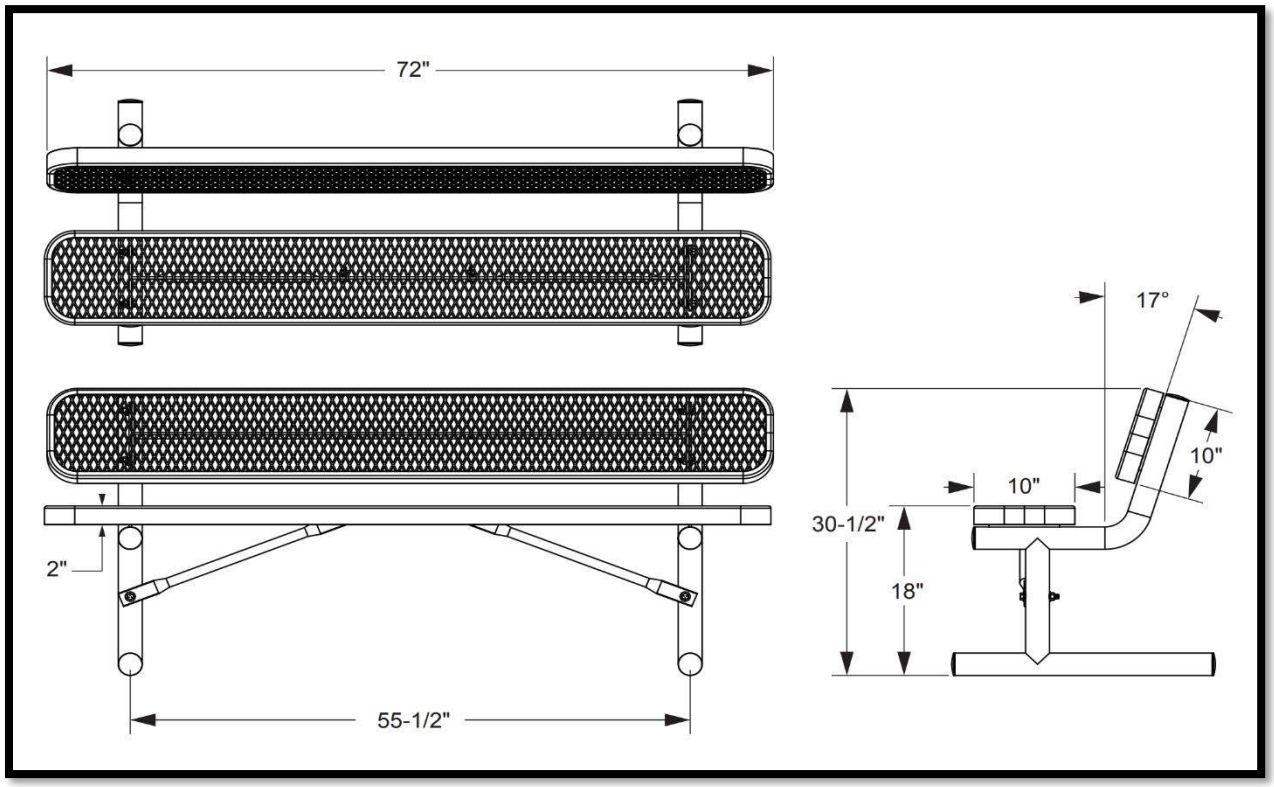
UV-Laminate Kiosk: *4’ x 7’ frame/panel*

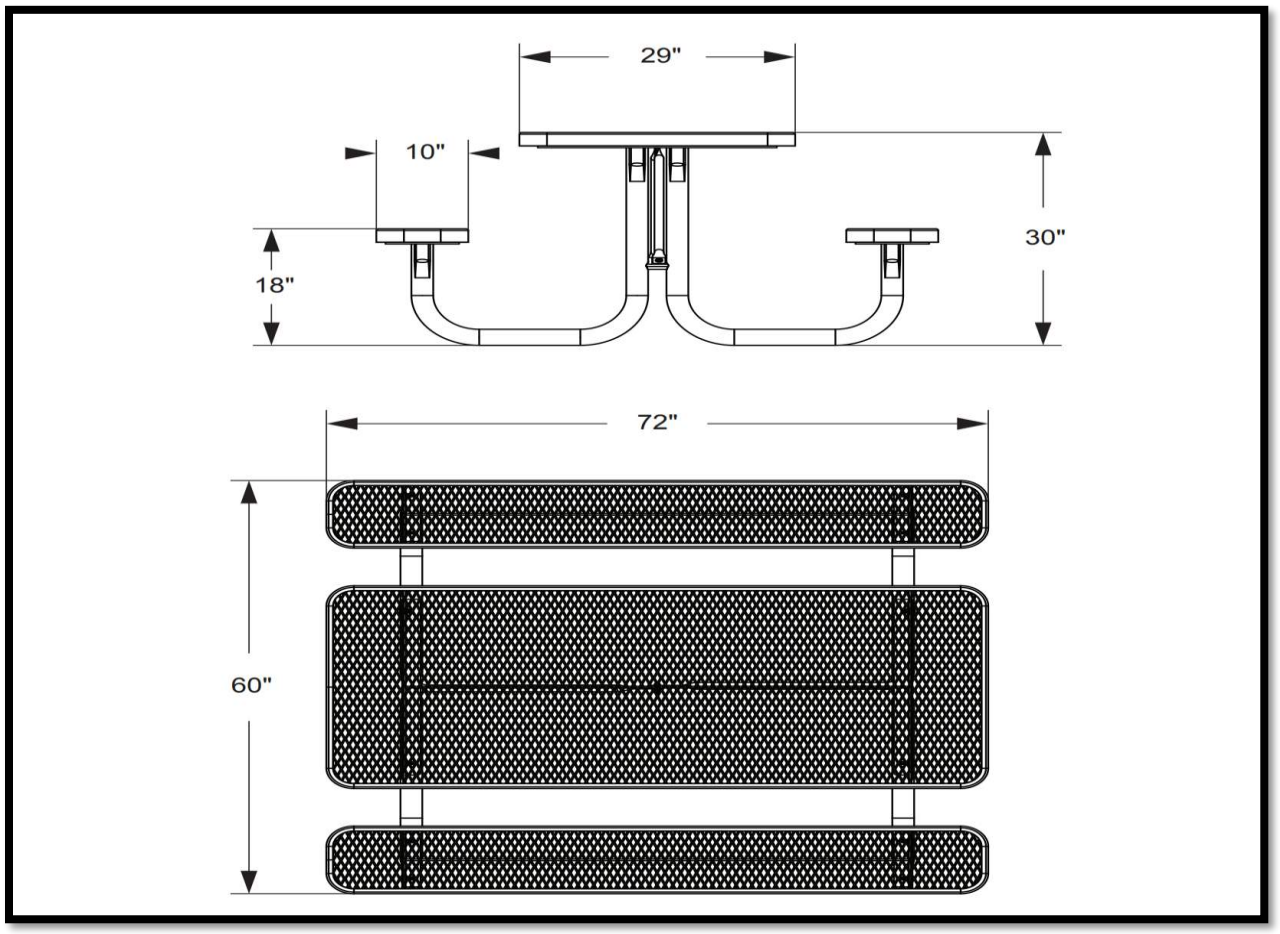
UV-Laminate Kiosk: *4’ x 4’ frame/panel*

Bear Proof Trash Can (32 Gallon): *24” × 28” × 49”*

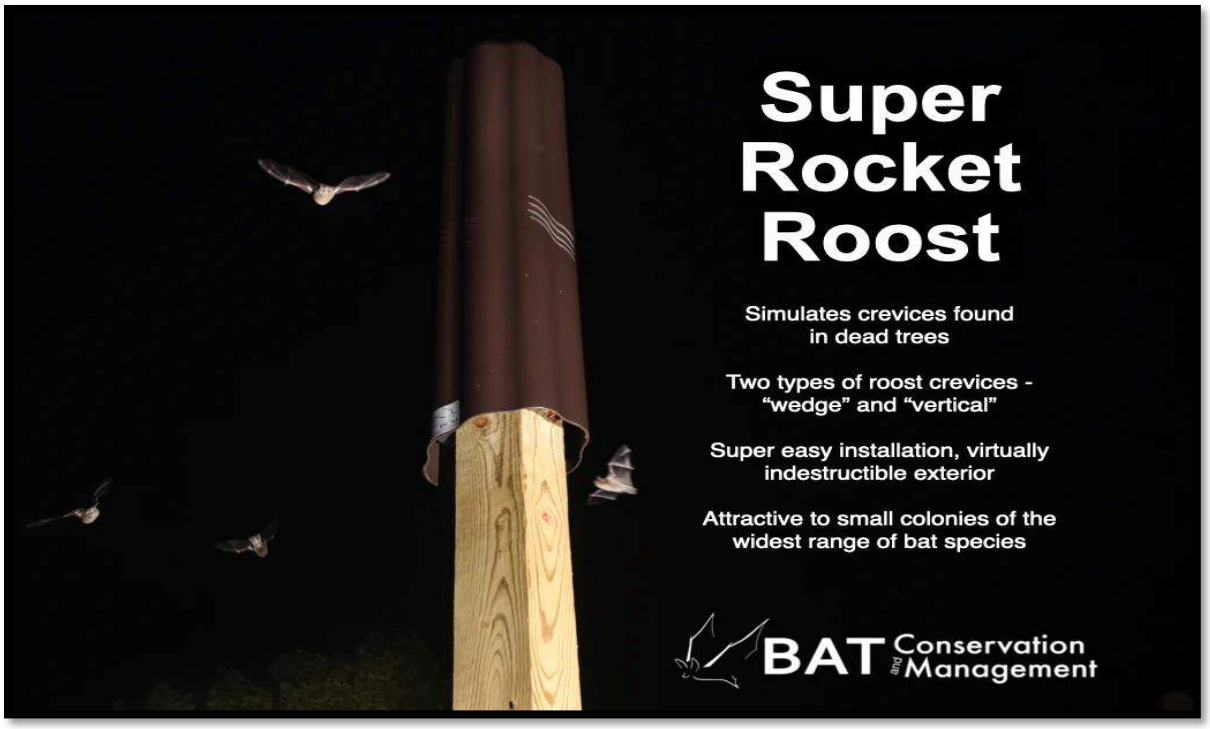
6’ Coated Steel Bench



Rectangular Coated Steel Picnic Table



***Super Rocket Bat Roost**: 8" x 56"*



***Super Duplex Bat House**: two-four chamber houses, 24" x 18' x 5.75"*

Appendix F.
Wildlife Observation Checklist Example

Lake Moore Conservation Area

Wildlife Checklist

Location

Lake Moore Conservation Area (LMCA) is located approximately 0.14 miles east of Dr. Martin Luther King Jr Boulevard and is located directly north of Victoria Park Preserve. LMCA is open to the public from sunrise to sunset.

City of Deland
Parks and Recreation
230 N Stone St.
Deland, Florida 32720

DELAND FLORIDA

Introduction

The wildlife listed in this brochure have either been directly or indirectly observed or have the potential to occur within the boundary of Lake Moore Conservation Area.

Each animal is listed by a common name as well as scientific name. Some species listed on this brochure may be difficult to observe directly. If any species are observed that are not listed on this brochure, please contact the City of Deland Parks and Recreation Department at (email) or (phone number).

Tips for Viewing Wildlife

- **Field guides, interpretive literature, binoculars, and trail maps may enhance your wildlife viewing experience.**
- **Indirect observation of species may include tracks, scat, burrows, and tunnels.**
- **Please take only pictures; do not remove, touch, or disturb wildlife or plants.**
- **Do not release any wildlife into the conservation area.**
- **For your safety and their well-being, do not feel wildlife.**

Amphibians

Bufonidae

- o Oak Toad *Bufo quercicus*
- o Southern Toad *Bufo terrestris*

Hylidae

- o Green Treefrog *Hyla cinerea*
- o Squirrel Treefrog *Hyla squirella*

Microhylidae

- o Narrow-mouthed Frog *Gastrophryne carolinensis*

Ranidae

- o Gopher Frog Rana capito

Reptiles

Alligatoridae

- o Alligator *Alligator mississippiensis*

Colubridae

- o Black Racer, Eastern Racer *Coluber constrictor*
- o Eastern Indigo Snake *Drymarchon couperi*
- o Yellow Rat Snake *Elaphe obsolete quadrivittata*
- o Common Garter Snake *Thamnophis sirtalis*

Polychrotidae

- o Green Anole *Anolis carolinensis*

Scincidae

- o Southeastern Five-lined Skink *Eumeces inexpectatus*
- o Common Ground Skink *Scincella lateralis*

Teiidae

- o Six-lined Racerunner *Cnemidophorus sexlineatus*

Testudinidae

- o Gopher Tortoise *Gopherus polyphemus*

Viperidae

- o Water Moccasin *Agkistrodon piscivorus*
- o Eastern Diamondback Rattlesnake *Crotalus adamanteus*
- o Pygmy Rattlesnake *Sistrurus miliarius*

Birds

Accipitridae

- o Red-tailed Hawk *Buteo jamaicensis*
- o Red-shouldered Hawk *Buteo lineatus*
- o Swallow-tailed Kite *Elanoides forficatus*
- o Bald Eagle *Haliaeetus leucocephalus*

Ardeidae

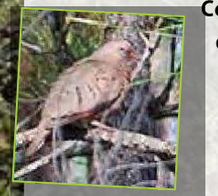
- o Great Egret *Ardea alba*
- o Great Blue Heron *Ardea herodias*
- o Little Blue Heron *Egretta caerulea*

Cathartidae

- o Turkey Vulture *Cathartes aura*
- o Black Vulture *Coragyps atratus*

Ciconiidae

- o Wood Stork *Mycteria americana*



Columbidae

- o Common Ground Dove *Columbina passerine*
- o Eurasian Collared Dove *Streptopelia decaocto*
- o Mourning Dove *Zenaida macroura*

Corvidae

- o Blue Jay *Cyanocitta cristata*

Emberizidae

- o Bachman's Sparrow *Aimophila aestivalis*

Falconidae

- o American Kestrel *Falco sparverius*

Fringillidae

- o Northern Cardinal *Cardinalis cardinalis*

Gruidae

- o Sandhill Crane *Grus canadensis*

Mimidae

- o Gray Catbird *Dumetella carolinensis*
- o Northern Mockingbird *Mimus polyglottos*

Muscicapidae

- o American Robin *Turdus migratorius*

Odontophoridae

- o Northern Bobwhite Quail *Colinus virginianus*

Pelecaniformes

- o Double-crested Cormorant *Phalacrocorax auritus*

Phasianidae

- o Wild Turkey *Meleagris gallopavo*

Picidae

- o Pileated Woodpecker *Dryocopus pileatus*
- o Downy Woodpecker *Picoides pubescens*

Polioptilidae

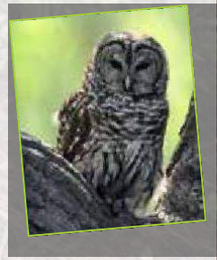
- o Blue-gray Gnatcatcher *Polioptila caerulea*

Scolopacidae

- o Killdeer *Charadrius vociferus*

Sittidae

- o Brown-headed Nuthatch *Sitta pusilla*



Strigidae

- o Barred Owl *Strix varia*

Threskiornithidae

- o White Ibis *Eudocimus albus*

Turdidae

- o Eastern Bluebird *Sialia sialis*
- o White-eyed Vireo *Vireo griseus*
- o Red-eyed Vireo *Vireo olivaceus*

Mammals

Canidae

- o Coyote *Canis latrans*
- o Gray Fox *Urocyon cinereoargenteus*

Cervidae

- o White-tailed Deer *Odocoileus virginianus*

Dasypodidae

- o Nine-banded Armadillo *Dasypus novemcinctus*

Felidae

- o Bobcat *Lynx rufus*

Leporidae

- o Eastern Cottontail *Sylvilagus floridanus*

Muridae

- o Golden Mouse *Ochrotomys nuttalli*
- o Cotton Mouse *Peromyscus gossypinus*

Mustelidae

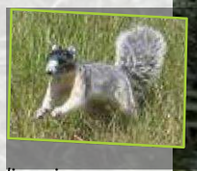
- o Northern American River Otter *Lutra canadensis*

Procyonidae

- o Raccoon *Procyon lotor*

Sciuridae

- o Gray Squirrel *Sciurus carolinensis*
- o Sherman's Fox Squirrel *Sciurus niger shermani*



Soricidae

- o Short-tailed Shrew *Blarina cauolinensis*

Suidae

- o Wild Boar *Sus scrofa*

Ursidae

- o Florida Black Bear *Ursus americanus floridanus*

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re Task Order Assignment, 2025 Water Main Improvements Design.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order Proposal

APPROVED BY: Michael Pleus, City Manager, May 15, 2024

SUMMARY/HIGHLIGHT:

The FY 23/24 budget contains several water pipeline construction projects which have been identified as necessary to loop existing water mains and replace undersized lines in order to provide better water circulation and pressure or to extend lines to areas previously underserved. When completed, these projects are expected to improve the water system's performance and increase customer satisfaction with the potable water product they receive.

In December 2023, the City Commission approved a continuing professional services contract with McKim & Creed Engineering, who provided the attached proposal dated April 26, 2024 for survey and subsurface investigation to locate and identify underground piping, design, permitting, as well as bid phase. A separate task for construction administration, and (limited) construction phase inspection services will be provided in the future.

The proposed water main reinforcement projects include pipelines throughout our service area. They are identified verbally by sketches in the attached Task Order Proposal dated 4/26/2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the Future/Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

A total of $350,000 is included in the current fiscal year budget to design and permit these projects in the Water Trust Fund. Proposed fees for professional services associated with this project, including project management, design, permitting, bid phase services, subsurface investigations, and surveying total $346,130.

RECOMMENDATION:

Staff recommends the City Commission authorize McKim & Creed Engineering to perform professional services outlined in Task Order Proposal dated 4/26/2024 for the total amount of $346,130.

BACKGROUND/DISCUSSION:

Staff has reviewed and negotiated the proposed professional services fee for Task Order Proposal. Staff

believes that the fees proposed are consistent with those paid in the past for similar projects to this and other utility consultants.

CITY OF DELAND

ENGINEERING SCOPE OF SERVICES

PART A THROUGH PART D WATER MAIN IMPROVEMENTS – 2025

APRIL 26, 2024

PROJECT OVERVIEW

The City of DeLand, (hereinafter referred to as CITY) is to replace the existing two-inch galvanized water main within areas the CITY has designated PART A through PART D Water Main Improvements - 2025. The streets affected within the improvement area are the following:

PART A

1. 1st Avenue from Nectarine Road to Milton Lane: new 6″ main.
2. Milton Lane from 1st Avenue to West Lake Drive: new 6″ main.
3. West Lake Drive from West Parkway (south) to Milton Lane: new 12″ main.
4. Nectarine Road from 3rd Avenue to West Parkway: new 6″ main.
5. 3rd Avenue from Nectarine Road to Milton Lane: new 6″ main.
6. West Parkway from West Lake Drive to Oleander Road: new 12″ main.

PART B

1. Greenland Terrace from Canary Drive to 650′ west of Canary Drive: new 6″ main.
2. Canary Drive from Cardinal Lane to 370′ north of Greenland Terrace: new 8″ main.
3. Cardinal Lane from Robin Court to Spring Garden Avenue: new 8″ main.
4. Robin Court from Flamingo Circle to 200′ south of Cardinal Lane: new 8″ main.
5. Flamingo Circle from Greenland Trace to 350′ east of Robin Court: new 6″ main.
6. Greenland Trace from Flamingo Circle to the end of Greenland Trace: new 6 & 8″ main.
7. Street serving Nos. 1306 & 1312 Greenland Trace: new 6″ main.

PART C

1. Greenland Hammock from N. Spring Garden Avenue to 1000′ west of N. Spring Garden Avenue: new 6″ main.
2. Shady Oak Lane from N. Spring Garden Avenue to the end of Shady Oak Lane cul-de-sac: new 6″ main.

PART D

1. Skyridge Drive from S. Blue Lake Avenue to the end of Skyridge Drive cul-de-sac: new 6″ main.

The project area locations are shown on Exhibit "A". McKim & Creed, Inc. (hereinafter referred to as CONSULTANT) has been requested by the CITY to provide engineering phase services for the water main replacement and improvement.

BASIC SERVICES

This Scope of Services has been developed to address the anticipated project requirements. Task items not specifically identified in this Scope are not included. If, during the Work Assignment, it is determined that additional work or assistance is necessary to complete this project, those items can be included in a Supplemental Agreement before proceeding with the work.

In preparing this Scope of Work and engineering service fee, the CONSULTANT makes the following assumptions:

- The CITY shall provide available record drawings of any of the streets that fall within the project area.
- The CITY shall provide GIS data for all piping, valves, hydrants, and other incidentals along the streets within the project area.
- Consistent with the professional standard of care and unless specifically provided herein, the CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

The CONSULTANT shall provide the SCOPE OF SERVICES as further outlined below:

TASK 1: Project Management & Kick-Off Meeting

A. **Status Reports, Coordination, Administration and Data Collection**

CONSULTANT shall apply managerial functions for the entire length of the project, to include review of billing invoices, generate monthly status reports, addressing questions during the billing process and any other project management activities. CONSULTANT shall coordinate and obtain any data from the CITY that would be beneficial to the completion of the project.

B. **Project Kick-Off Meeting**

CONSULTANT shall conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the meeting.

At that time, additional requests for project information such as as-built drawings, will be submitted to the CITY. Following the meeting, CONSULTANT shall prepare written minutes of the meeting and distribute same to all attendees.

C. **Site Visit of Street Sections**

CONSULTANT shall coordinate site visits with the CITY for each street section proposed for water main replacement to ascertain site conditions and right-of-way constraints and to determine the most economical procedure for replacement of the water mains and services.

Task 2: Design Phase

A. **Utility Coordination**

CONSULTANT shall execute a design ticket with Sunshine State One to determine the existing utility owners in the proposed water main replacements and points of connection with the existing distribution system. Conceptual drawings will be submitted to utility owners identified on the design ticket for markup of existing facilities, which shall be transferred to the design drawings upon receipt.

B. **Survey**

CONSULTANT's survey subcontractor will conduct a topographic survey within the suburban neighborhood corridors. Survey will be limited to the right-of-way of each roadway plus five (5) feet beyond each right-of-way line. A minimum of two (2) horizontal and vertical control points/temporary benchmarks will be physically established on the ground for each roadway segment within the project area.

- Topographic information will include visible site improvements such as pavement types, streets, sidewalks, fences, concrete pads, parking areas, utility valves and manholes, utility poles, electrical panels, utilities flagged or marked by Sunshine State One, storm structures, etc.
- Underground utility appurtenances such as rims and valve covers will be noted with type and elevations. Inverts, bottom of structures, and direction of flow within pipes will also be noted for storm and sanitary sewer utilities.
- No survey data will be included within any covered or enclosed structure.
- Data for storm sewer inlets will be obtained.
- Ditch and swale cross sections will be made as necessary to indicate drainage patterns if applicable.
- Trees larger than 4 inches in diameter as well as landscaped areas will be located.
- Underlying platted information or property deed descriptions will be referenced on the survey as being best fit by recovered field monumentation.
- Property addresses and existing roadway names as determined from field observations will be noted upon the survey.
- The most current aerial photographs available will be referenced into the electronic drawing file.
- Survey information will be tied to State plane coordinates; vertical control and elevations will be referenced to the North American Vertical Datum of 1988 (NAVD 1988).

C. **Subsurface Utility Engineering**

Below ground utilities flagged or marked by Sunshine State One will be shown on the survey; soft dig or subsurface utility engineering (SUE) services are included in this proposal as an allowance if needed for crossings or size confirmation.

D. **Geotechnical Services**

The CONSULTANT will NOT retain the services of a geotechnical subconsultant to perform borings at the locations where the horizontal directional drills will occur.

E. **Design Services**

- CONSULTANT shall develop 60% and 100% design drawings. The design will include abandonment or removal of existing galvanized steel pipe, installation of new water mains, new valves, installation of new service lines from the new main to the existing meter boxes, transfer of water services to the new water main, and installation of new fire hydrants as per the DeLand Land Development Code. Field survey data and existing record drawings will be utilized to create base drawings needed for construction.

- As part of the design, CONSULTANT will incorporate horizontal directional drilling for the installation of new water mains. The drilling will lessen the impact of construction related restoration activities.

- CONSULTANT shall prepare 60% and 100% technical specifications and bidding documents utilizing the City Standard Front-End Documents.

- CONSULTANT shall provide a 60% and 100% Opinion of Probable Construction Cost.

- CONSULTANT shall conduct an internal Quality Assurance/Quality Control (QA/QC) review of the 60%, 90% and 100% design drawings, specifications, and Opinion of Probable Construction Cost. This activity will be performed by a senior level engineer not directly involved with the project, in accordance with the CONSULTANT'S QA/QC procedures.

- CONSULTANT shall prepare the 60% and 100% design packages and submit to the CITY for review and comment. The submittal will include one (1) digital set of Drawings, Technical Specifications, and the Engineer's Opinion of Probable Construction Cost. It is assumed that the CITY will conduct their review within a two (2) week period and a meeting will be held at the end of the CITY'S review.

- CONSULTANT shall prepare an agenda for the 60% and 100% Design Review Meetings and meet with CITY staff to review comments on the submittal packages. CITY comments will be incorporated into all three (3) design packages.

- CONSULTANT shall prepare written minutes of the project meeting and distribute to the attendees.

- CONSULTANT's services under the Design Phase Services will be considered complete on the date the 100% design package is delivered to the CITY.

F. **Franchise Utility Conflict Coordination**

- Based on information received from existing utilities, CONSULTANT shall coordinate any required conflict requiring utility relocations directly with the franchise utility companies. CONSULTANT shall act on behalf of the CITY to coordinate relocations of existing franchise utilities required to permit the new infrastructure to be constructed without conflict from existing utilities.

- Services in this phase are limited to the budgeted amount. If additional coordination is required above the budgeted amount, these services will be considered additional services to be negotiated with the CITY as required.

Task 3: Permitting Phase

A. CONSULTANT will prepare a submittal to the Volusia County Health Department for the Florida Department of Environmental Protection (FDEP) "Application for Specific Permit to Construct PWS Components" [FDEP Form 62-555.900(1)] with supporting documentation for approval. This Scope of Services includes CONSULTANT addressing and responding to one (1) Request for Information (RFI) from the permitting agency.

B. CONSULTANT shall prepare and apply for right-of-way use permit to Volusia County for construction of water main installation within the rights-of-way of all the streets that are included in this project.

C. This Scope of Services includes CONSULTANT addressing and responding to Request for Information (RFI) responses from each permitting agency. As noted above, one (1) RFI response is included in this Scope. Should extensive RFI's be received that are not a result of inadequate design issues or inadequate response to previous RFI's, the CONSULTANT may request additional compensation.

D. Permit fees for activities within Volusia County rights-of-way and the application fee to the Volusia County Health Department will be paid directly by the CITY.

Task 4: Public Involvement

CONSULTANT shall provide for public notification of the proposed project to area residents which will include two written notifications (one prior to start of survey, and one prior to bidding) along with the coordination of one public meeting (following the 60% plan submittal).

Task 5: Bidding Phase

A. CONSULTANT shall prepare and forward the 100% Drawings, Project Manual and Opinion of Probable Construction Cost electronically to the CITY for posting on their website.

B. CONSULTANT shall provide to the CITY one (1) digital signed and sealed set of the construction Drawings and Project Manual and the Engineer's Opinion of Probable Construction Cost.

C. CONSULTANT shall assist the CITY staff with bidding services.

D. CONSULTANT shall attend a pre-bid meeting to discuss the project with prospective Contractors and answer questions they may have about the project.

E. CONSULTANT shall assist with and distribute any necessary clarifications or addenda during the bidding phase.

F. CONSULTANT shall review and evaluate the bids for the project and prepare/submit a Bid Tabulation to the CITY.

G. CONSULTANT shall provide a Letter of Recommendation to the CITY for award of the Contract.

H. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

PROJECT SCHEDULE

The following timeline/schedule is predicated on receiving the Notice to Proceed for all Parts (A through D) simultaneously. Engineering design for Part A through Part D Water Main Improvements – 2025 shall be completed to the following timeline:

a. 30% - 6 months from Notice to Proceed (includes Survey and Subsurface Utility Engineering).
b. 60% - 9 months from Notice to Proceed.
c. 100% - 13.5 months from Notice to Proceed.

If the CITY desires to proceed with the design on an individual basis rather than as one project, the CONSULTANT will provide a schedule to the CITY as each project is authorized to proceed.

FEES AND BILLING

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the continuing contract between CONSULTANT and the City of DeLand. Expenses for sub-consultants and all other related charges have been estimated and included in the not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed the amounts shown below**.** A Fee Matrix showing the estimated hours and the rates is attached for your review.

Part A: $104,455.00

Part B: $130,515.00

Part C: $ 69,065.00

Part D: $ 42,095.00

FEE MATRIX
CITY OF DELAND
PART A WATER MAIN IMPROVEMENTS - 2025
DESIGN SERVICES
APRIL 26, 2024

STAFF CLASSIFICATION		Engineer Manager		Project Manager III		ProjectEngineer IV		Project Engineer III		Project Manager I		CAD Designer II		Senior Administrator		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	$270	RATE:	$230	RATE:	$220	RATE:	$205	RATE:	$190	RATE:	$130	RATE:	$105		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	**PROJECT MANAGEMENT & KICKOFF MEETING**																
1.1	Status Reports, Administration, Data Collection		$0	4	$920			6	$1,230					10	$1,050		
1.2	Project Kickoff Meeting		$0	3	$690	2	$440	2	$410	2	$380	2	$260	3	$315		
1.3	Site Visit of Street Sections		$0	4	$920		$0	10	$2,050				$0				
TASK 1 SUBTOTAL			**$0**		**$2,530**		**$440**		**$3,690**		**$380**		**$260**		**$1,365**		$8,665
2	**DESIGN PHASE SERVICES**																
2.1	Utility Coordination		$0	1	$230		$0	2	$410		$0		$0	4	$420		
2.2	Perform Topographic Survey		$0		$0		$0	1	$205		$0		$0			$16,000	
2.3	Subsurface Utility Engineering		$0		$0			1	$205		$0		$0			$5,100	
2.4	Develop 60% and 100% Design Drawings		$0	2	$460		$0	60	$12,300	8	$1,520	230	$29,900				
2.5	Incorporate Horizontal Directional Drill as part of Water Main Design			1	$230	6	$1,320	2	$410		$0		$0				
2.6	Prepare Project Manual		$0	1	$230		$0	8	$1,640		$0		$0	12	$1,260		
2.7	Develop Opinion of Probable Cost at 60% and 100% Submittals		$0	1	$230		$0	8	$1,640	1	$190		$0	2	$210		
2.8	Submit 60% and 100% Design to City/Attend Review Meeting		$0	2	$460		$0	6	$1,230		$0		$0	2	$210		
2.9	Revise Design Based Upon City Comments		$0	2	$460		$0	8	$1,640	2	$380	12	$1,560		$0		
2.10	Conduct Quality Assurance/Quality Control (QA/QC) Review	18	$4,860				$0		$0		$0		$0		$0		
2.11	Franchise Utility Contract Coordination		$0		$0		$0	1	$205		$0			1	$105		
TASK 2 SUBTOTAL			**$4,860**		**$2,300**		**$1,320**		**$19,885**		**$2,090**		**$31,460**		**$2,205**		$64,120
3	**PERMITTING PHASE SERVICES**																
3.1	Prepare Permit Application to Volusia County Health Department		$0	1	$460		$0	6	$1,230		$0	2	$260	2	$210		
3.2	Prepare Permit Application for Volusia County Right-of-Way Use		$0	1	$230		$0	6	$1,230		$0		$0	4	$420		
3.3	Address RFI's from Volusia County Government		$0		$0		$0	2	$410		$0		$0	2	$210		
TASK 3 SUBTOTAL			**$0**		**$690**		**$0**		**$2,870**		**$0**		**$260**		**$840**		$4,660
4	**PUBLIC INVOLVEMENT**																
4.1	Provide for Public Notification to Area Residents		$0	1	$0		$0	2	$410		$0		$0	6	$630		
4.2	Coordinate One (1) Public Meeting		$0	1	$0		$0	2	$410		$0		$0	4	$420		
TASK 4 SUBTOTAL			$0		**$0**		$0		**$820**		**$0**		**$0**		**$1,050**		$1,870
5	**BIDDING PHASE SERVICES**																
5.1	Forward Drawings, Manual and Opinion of Cost to the City		**$0**		$0		**$0**				$0		$0	2	$210		
5.2	Pre-Bid Meeting		$0	2	$460		$0	2	$410		$0		$0	2	$210		
5.3	Prepare/Distribute Addenda		$0		$0		$0	4	$820	1	$190	2	$260	4	$420		
5.4	Prepare Bid Tabulation and Recommendation of Award Letter		$0	1	$230		$0	2	$410		$0		$0	4	$420		
TASK 5 SUBTOTAL			**$0**		**$690**		**$0**		**$1,640**		**$190**		**$260**		**$1,260**		$4,040
	Subtotal	18	$4,860	28	$6,210	8	$1,760	141	$28,905	14	$2,660	248	$32,240	64	$6,720	$21,100	

Subtotal	**$83,355**
Direct Expenses	**$21,100**
TOTAL TASK NOS. 1 - 5	**$104,455**

FEE MATRIX
CITY OF DELAND
PART B WATER MAIN IMPROVEMENTS - 2025
DESIGN SERVICES

APRIL 26, 2024

STAFF CLASSIFICATION		Engineer Manager		Project Manager III		Project Engineer IV		Project Engineer III		Project Manager I		CAD Designer III		Senior Administrator		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	$270	RATE:	$230	RATE:	$220	RATE:	$205	RATE:	$190	RATE:	$130	RATE:	$105		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	**PROJECT MANAGEMENT & KICKOFF MEETING**																
1.1	Status Reports, Administration, Data Collection		$0	4	$920			6	$1,230					12	$1,260		
1.2	Project Kickoff Meeting		$0	3	$690	2	$440	2	$410	2	$380	2	$260	3	$315		
1.3	Site Visit of Street Sections		$0	4	$920		$0	8	$1,640				$0				
TASK 1 SUBTOTAL			**$0**		**$2,530**		**$440**		**$3,280**		**$380**		**$260**		**$1,575**		$8,465
2	**DESIGN PHASE SERVICES**																
2.1	Utility Coordination		$0	1	$230		$0	2	$410		$0		$0	4	$420		
2.2	Perform Topographic Survey		$0		$0		$0	1	$205		$0		$0			$24,500	
2.3	Subsurface Utility Engineering		$0		$0			1	$205		$0		$0			$9,000	
2.4	Develop 60% and 100% Design Drawings		$0	2	$460		$0	60	$12,300	10	$1,900	315	$40,950				
2.5	Incorporate Horizontal Directional Drill as part of Water Main Design			2	$460	10	$2,200	2	$410		$0		$0				
2.6	Prepare Project Manual		$0	1	$230		$0	10	$2,050		$0		$0	12	$1,260		
2.7	Develop Opinion of Probable Cost at 60% and 100% Submittals		$0	1	$230		$0	8	$1,640	1	$190		$0	2	$210		
2.8	Submit 60% and 100% Design to City/Attend Review Meeting		$0	3	$690		$0	6	$1,230		$0		$0	2	$210		
2.9	Revise Design Based Upon City Comments		$0	2	$460	4	$880	10	$2,050	2	$380	6	$780		$0		
2.10	Conduct Quality Assurance/Quality Control (QA/QC) Review	20	$5,400		$0		$0		$0		$0		$0		$0		
2.11	Franchise Utility Contract Coordination		$0		$0		$0	1	$205		$0			1	$105		
TASK 2 SUBTOTAL			**$5,400**		**$2,760**		**$3,080**		**$20,705**		**$2,470**		**$41,730**		**$2,205**		$78,350
3	**PERMITTING PHASE SERVICES**																
3.1	Prepare Permit Application to Volusia County Health Department		$0		$0		$0	4	$820		$0	2	$260	2	$210		
3.2	Prepare Permit Application for Volusia County Right-of-Way Use		$0	1	$230		$0	6	$1,230		$0		$0	2	$210		
3.3	Address RFI's from Volusia County Government		$0	1	$230		$0	2	$410		$0		$0	2	$210		
TASK 3 SUBTOTAL			**$0**		**$460**		**$0**		**$2,460**		**$0**		**$260**		**$630**		$3,810
4	**PUBLIC INVOLVEMENT**																
4.1	Provide for Public Notification to Area Residents		$0	1	$230		$0	2	$410		$0		$0	4	$420		
4.2	Coordinate One (1) Public Meeting		$0	1	$230		$0	2	$410		$0		$0	4	$420		
TASK 4 SUBTOTAL			$0		**$460**		$0		**$820**		**$0**		**$0**		**$840**		$2,120
5	**BIDDING PHASE SERVICES**																
5.1	Forward Drawings, Manual and Opinion of Cost to the City		**$0**				**$0**				$0		$0	2	$210		
5.2	Pre-Bid Meeting		$0	2	$460		$0	2	$410		$0		$0	2	$210		
5.3	Prepare/Distribute Addenda		$0	1	$230		$0	4	$820	1	$190	2	$260	4	$420		
5.4	Prepare Bid Tabulation and Recommendation of Award Letter		$0	1	$230		$0	2	$410		$0		$0	4	$420		
TASK 5 SUBTOTAL			**$0**		**$920**		**$0**		**$1,640**		**$190**		**$260**		**$1,260**		$4,270
	Subtotal	20	$5,400	31	$7,130	16	$3,520	141	$28,905	16	$3,040	327	$42,510	62	$6,510	$33,500	

Subtotal	**$97,015**
Direct Expenses	**$33,500**
TOTAL TASK NOS. 1 - 5	**$130,515**

FEE MATRIX
CITY OF DELAND
PART C WATER MAIN IMPROVEMENTS - 2025
DESIGN SERVICES
APRIL 26, 2024

STAFF CLASSIFICATION		Engineer Manager		Project Manager III		Project Engineer IV		Project Engineer III		Project Manager I		CAD Designer II		Senior Administrator		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	$270	RATE:	$230	RATE:	$220	RATE:	$205	RATE:	$190	RATE:	$130	RATE:	$105		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	**PROJECT MANAGEMENT & KICKOFF MEETING**																
1.1	Status Reports, Administration, Data Collection		$0	2	$460			4	$820					8	$840		
1.2	Project Kickoff Meeting		$0	3	$690	2	$440	2	$410	2	$380	2	$260	3	$315		
1.3	Site Visit of Street Sections		$0	4	$920		$0	8	$1,640				$0				
TASK 1 SUBTOTAL			**$0**		**$2,070**		**$440**		**$2,870**		**$380**		**$260**		**$1,155**		$7,175
2	**DESIGN PHASE SERVICES**																
2.1	Utility Coordination		$0		$0		$0	1	$205		$0		$0	2	$210		
2.2	Perform Topographic Survey and Subsurface Utility Engineering		$0		$0		$0	1	$205		$0		$0			$13,000	
2.3	Perform Geotechnical Services		$0		$0			1	$205		$0		$0			$3,500	
2.4	Develop 60%, 90% and 100% Design Drawings		$0	1	$230		$0	24	$4,920	6	$1,140	120	$15,600				
2.5	Incorporate Horizontal Directional Drill as part of Water Main Design			1	$230	8	$1,760	2	$410		$0		$0				
2.6	Prepare Project Manual		$0	1	$230		$0	8	$1,640		$0		$0	12	$1,260		
2.7	Develop Opinion of Probable Cost at 60%, 90% and 100% Submittals		$0	1	$230		$0	6	$1,230	1	$190		$0	2	$210		
2.8	Submit 60%, 90% and 100% Design to City/Attend Review Meeting		$0	3	$690		$0	6	$1,230		$0		$0	2	$210		
2.9	Revise Design Based Upon City Comments		$0	1	$230	1	$220	4	$820	1	$190	6	$780		$0		
2.10	Conduct Quality Assurance/Quality Control (QA/QC) Review	8	$2,160		$0		$0		$0		$0		$0		$0		
2.11	Franchise Utility Contract Coordination		$0		$0		$0	1	$205		$0			1	$105		
TASK 2 SUBTOTAL			**$2,160**		**$1,840**		**$1,980**		**$11,070**		**$1,520**		**$16,380**		**$1,995**		$36,945
3	**PERMITTING PHASE SERVICES**																
3.1	Prepare Permit Application to Volusia County Health Department		$0		$0		$0	4	$820		$0	2	$260	2	$210		
3.2	Prepare Permit Application for Volusia County Right-of-Way Use		$0	1	$230		$0	4	$820		$0		$0	2	$210		
3.3	Address RFI's from Volusia County Government		$0	1	$230		$0	2	$410		$0		$0	2	$210		
TASK 3 SUBTOTAL			**$0**		**$460**		**$0**		**$2,050**		**$0**		**$260**		**$630**		$3,400
4	**PUBLIC INVOLVEMENT**																
4.1	Provide for Public Notification to Area Residents		$0	1	$230		$0	1	$205		$0		$0	3	$315		
4.2	Coordinate One (1) Public Meeting		$0	1	$230		$0	1	$205		$0		$0	3	$315		
TASK 4 SUBTOTAL			$0		**$460**		$0		**$410**		**$0**		**$0**		**$630**		$1,500
5	**BIDDING PHASE SERVICES**																
5.1	Forward Drawings, Manual and Opinion of Cost to the City		**$0**				**$0**				$0		$0	2	$210		
5.2	Pre-Bid Meeting		$0	2	$460		$0	2	$410		$0		$0	2	$210		
5.3	Prepare/Distribute Addenda		$0	1	$230		$0	2	$410	1	$190	2	$260	2	$210		
5.4	Prepare Bid Tabulation and Recommendation of Award Letter		$0	1	$230		$0	2	$410		$0		$0	3	$315		
TASK 5 SUBTOTAL			**$0**		**$920**		**$0**		**$1,230**		**$190**		**$260**		**$945**		$3,545
	Subtotal	8	$2,160	25	$5,750	11	$2,420	86	$17,630	11	$2,090	132	$17,160	51	$5,355	$16,500	

Subtotal	**$52,565**
Direct Expenses	**$16,500**
TOTAL TASK NOS. 1 - 5	**$69,065**

FEE MATRIX
CITY OF DELAND
PART D WATER MAIN IMPROVEMENTS - 2025
DESIGN SERVICES
APRIL 26, 2024

STAFF CLASSIFICATION		Engineer Manager		Project Manager III		Project Engineer IV		Project Engineer III		Project Manager I		CAD Designer II		Senior Administrator		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	$270	RATE:	$230	RATE:	$220	RATE:	$205	RATE:	$190	RATE:	$130	RATE:	$105		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	**PROJECT MANAGEMENT & KICKOFF MEETING**																
1.1	Status Reports, Administration, Data Collection		$0	1	$230			2	$410					6	$630		
1.2	Project Kickoff Meeting		$0	2	$460	2	$440	2	$410	2	$380	2	$260	3	$315		
1.3	Site Visit of Street Sections		$0	2	$460		$0		$0				$0				
TASK 1 SUBTOTAL			**$0**		**$1,150**		**$440**		**$820**		**$380**		**$260**		**$945**		$3,995
2	**DESIGN PHASE SERVICES**																
2.1	Utility Coordination		$0		$0		$0	1	$205		$0		$0	2	$210		
2.2	Perform Topographic Survey		$0		$0		$0		$0		$0		$0			$6,000	
2.3	Subsurface Utility Engineering		$0		$0				$0		$0		$0			$1,650	
2.4	Develop 60% and 100% Design Drawings		$0	1	$230		$0	16	$3,280	4	$760	70	$9,100				
2.5	Incorporate Horizontal Directional Drill as part of Water Main Design				$0	6	$1,320	2	$410		$0		$0				
2.6	Prepare Project Manual		$0	1	$230		$0	6	$1,230		$0		$0	8	$840		
2.7	Develop Opinion of Probable Cost at 60% and 100% Submittals		$0		$0		$0	4	$820	1	$190		$0	2	$210		
2.8	Submit 60% and 100% Design to City/Attend Review Meeting		$0	3	$690		$0	4	$820		$0		$0	2	$210		
2.9	Revise Design Based Upon City Comments		$0		$0		$0	2	$410	1	$190	4	$520		$0		
2.10	Conduct Quality Assurance/Quality Control (QA/QC) Review	8	$2,160		$0		$0		$0		$0		$0		$0		
2.11	Franchise Utility Contract Coordination		$0		$0		$0	1	$205		$0			1	$105		
TASK 2 SUBTOTAL			**$2,160**		**$1,150**		**$1,320**		**$7,380**		**$1,140**		**$9,620**		**$1,575**		$24,345
3	**PERMITTING PHASE SERVICES**																
3.1	Prepare Permit Application to Volusia County Health Department		$0		$0		$0	2	$410		$0	2	$260	2	$210		
3.2	Prepare Permit Application for Volusia County Right-of-Way Use		$0		$0		$0	2	$410		$0		$0	1	$105		
3.3	Address RFI's from Volusia County Government		$0		$0		$0	1	$205		$0		$0	2	$210		
TASK 3 SUBTOTAL			**$0**		**$0**		**$0**		**$1,025**		**$0**		**$260**		**$525**		$1,810
4	**PUBLIC INVOLVEMENT**																
4.1	Provide for Public Notification to Area Residents		$0	1	$230		$0	1	$205		$0		$0	2	$210		
4.2	Coordinate One (1) Public Meeting		$0	1	$230		$0	1	$205		$0		$0	2	$210		
TASK 4 SUBTOTAL			$0		**$460**		$0		**$410**		**$0**		**$0**		**$420**		$1,290
5	**BIDDING PHASE SERVICES**																
5.1	Forward Drawings, Manual and Opinion of Cost to the City		**$0**				**$0**				$0		$0	2	$210		
5.2	Pre-Bid Meeting		$0	2	$460		$0	2	$410		$0		$0	2	$210		
5.3	Prepare/Distribute Addenda		$0		$0		$0	2	$410	1	$190	2	$260	2	$210		
5.4	Prepare Bid Tabulation and Recommendation of Award Letter		$0	1	$230		$0	1	$205		$0		$0	2	$210		
TASK 5 SUBTOTAL			**$0**		**$690**		**$0**		**$1,025**		**$190**		**$260**		**$840**		$3,005
	Subtotal	8	$2,160	15	$3,450	8	$1,760	52	$10,660	9	$1,710	80	$10,400	41	$4,305	$7,650	

Subtotal	**$34,445**
Direct Expenses	**$7,650**
TOTAL TASK NOS. 1 - 5	**$42,095**

EXHIBIT “A”

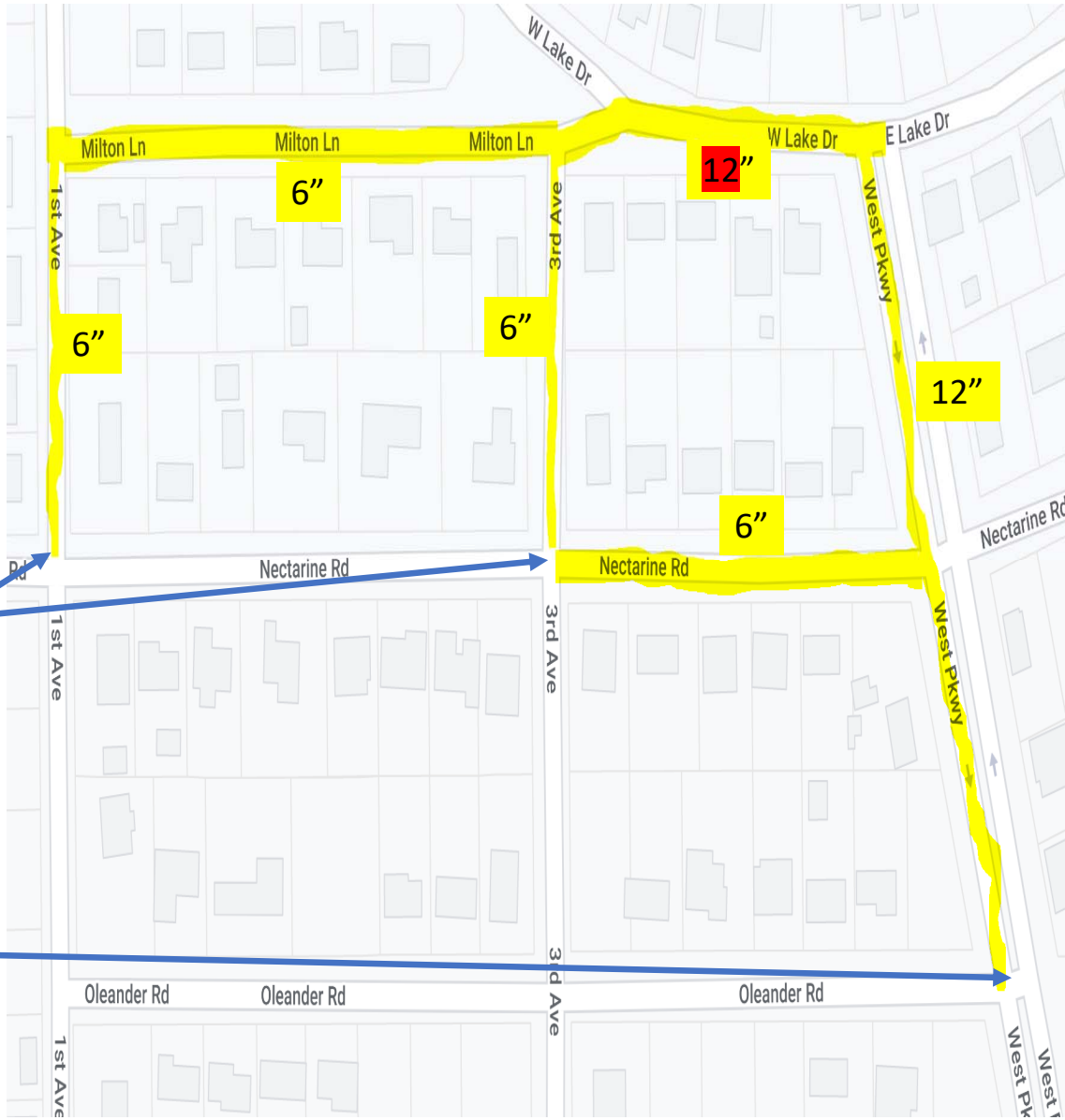
1st Ave / Milton Ln / W Lake Drive / W Parkway / Nectarine Rd / 3rd Ave
12” & 6” Reinforcement
Part A

Approximately 2,389Ft of 6”

Approximately 740Ft of 12”

Tie in to Existing 6”
2019 WM
Improvement

Tie in to Existing 12”
2022 WM
Improvement



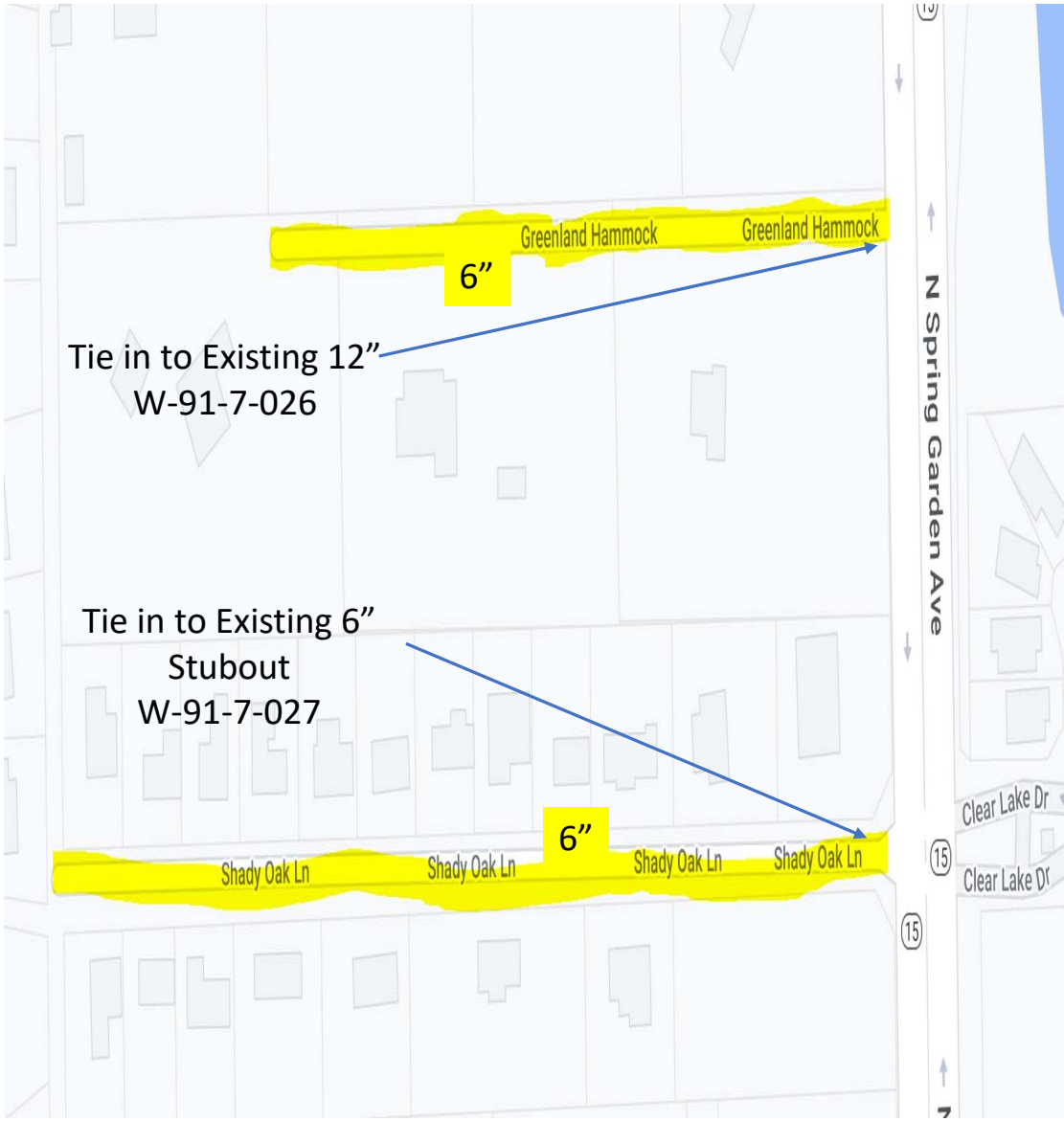
Greenland Trce / Greenwood Terrace / Canary Dr /
Cardinal Ln / Flamingo Cir / Robin Ct
8” and 6” Reinforcement
Part B

Approximately
3,847Ft of 8”

Approximately
2,005Ft of 6”

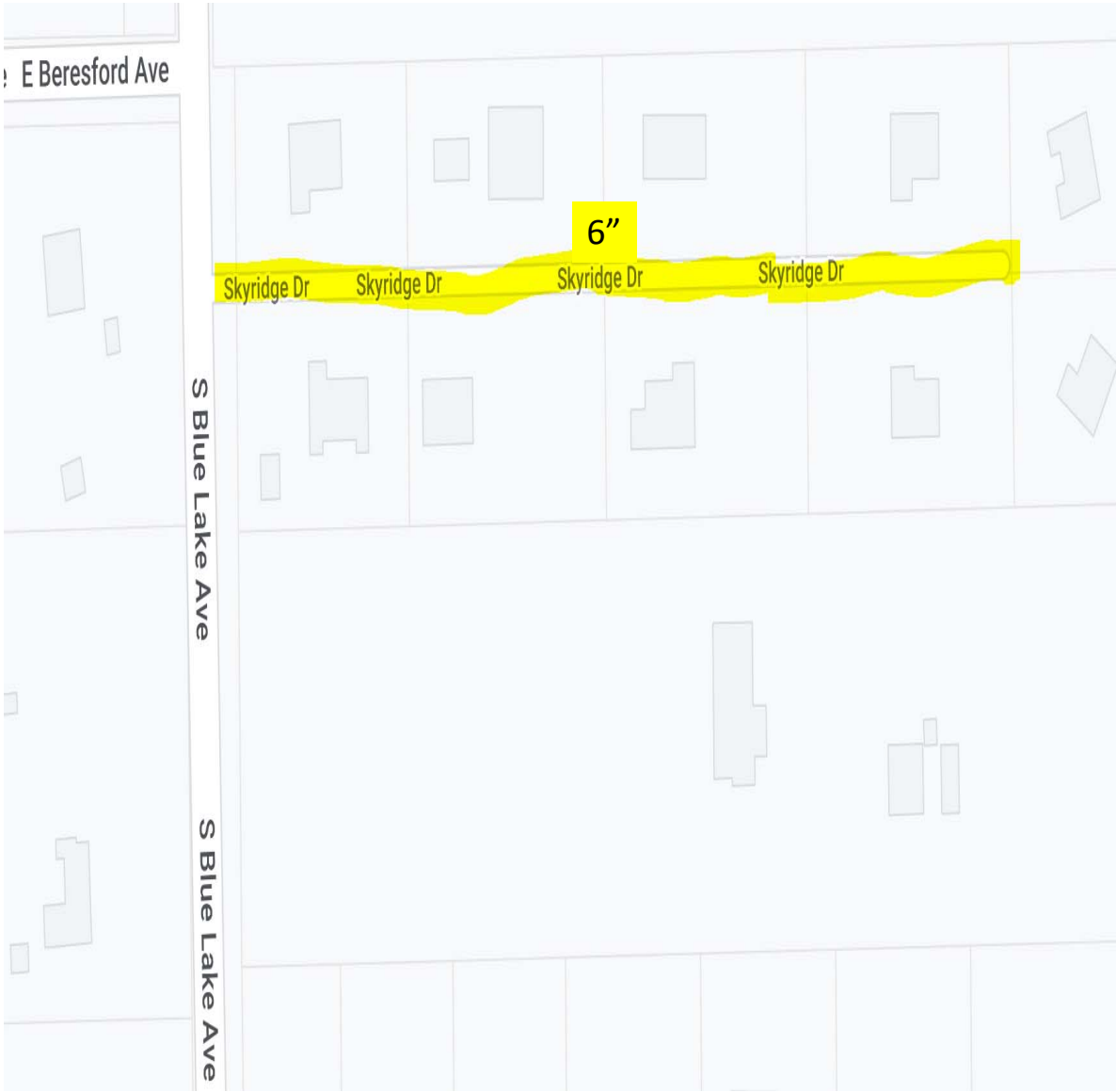
Greenland Hammock / Shady Oak Ln
6” Reinforcement
Part C

Approximately
2,140Ft of 6”



Skyridge Drive
6” Reinforcement
Part D

Approximately
1,045Ft of 6”



CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re Task Order Assignment, Downtown Water Main Improvements Design.

DEPARTMENT: Utilities

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

ATTACHMENTS: DeLand Downtown South - Task Order Proposal

APPROVED BY: Michael Pleus, City Manager, May 15, 2024

SUMMARY/HIGHLIGHT:

The FY 22/23 budget contained a downtown water main pipeline design project which has been identified as necessary to loop existing water mains and replace undersized lines in order to provide better water circulation, fire protection, and pressure for the increased density expected in the Downtown Fair Share Study Area. When completed, these projects are expected to improve the water system's performance and increase customer satisfaction with the potable water product they receive.

In December 2023, the City Commission approved a continuing professional services contract with McKim & Creed Engineering, who provided the attached proposal dated April 24, 2024 for survey and subsurface investigation to locate and identify underground piping, design, permitting, as well as bid phase. A separate task for construction administration, and (limited) construction phase inspection services will be provided in the future.

The proposed water main design project will include pipelines only in the southern area of the Downtown Corridor called out in the Downtown Fair Share Study. They are identified verbally by sketches in the attached Task Order Proposal dated 4/24/2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preparing for the Future/Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed fees for professional services associated with this project, including project management, design, permitting, bid phase services, subsurface investigations, and surveying total $312,585. A total of $79,925 is included in last year's fiscal budget to design and permit this project. In addition, we have collected $191,673 in connection fees from a few Downtown projects that can be applied to this design cost to date. The remaining $40,987 is available in Water Trust Fund reserves to cover and will be included in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends the City Commission authorize McKim & Creed Engineering to perform professional services outlined in Task Order Proposal dated 4/24/2024 for the total amount of $312,585.

BACKGROUND/DISCUSSION:

Staff has reviewed and negotiated the proposed professional services fee for Task Order Proposal. Staff believes that the fees proposed are consistent with those paid in the past for similar projects to this and other utility consultants.

CITY OF DELAND

ENGINEERING SCOPE OF SERVICES

DOWNTOWN SOUTH WATER MAIN IMPROVEMENTS - 2024

April 24, 2024

PROJECT OVERVIEW

The City of DeLand, (hereinafter referred to as CITY) is to replace the existing two-inch galvanized water main within a specific area known as Downtown South. The streets affected within the improvement area are the following:

1. Howry Avenue from Clara Avenue to a block east of Alabama Avenue: new 12" main.
2. Voorhis Avenue from Clara Avenue to Woodland Boulevard: new 12" main.
3. Voorhis Avenue from Alabama Avenue to Amelia Avenue: new 12" main.
4. Clara Avenue from Voorhis Avenue to New York Avenue: new 12" main.
5. Florida Avenue from Voorhis Avenue to New York Avenue: new 12" main.
6. Alabama Avenue from New York Avenue to just south of Howry Avenue: new 8" main.
7. Alabama Avenue from Voorhis Avenue to Euclid Avenue: new 12" main.

The project area locations are shown on Exhibit "A". McKim & Creed, Inc. (hereinafter referred to as CONSULTANT) has been requested by the CITY to provide engineering phase services for the water main replacement and improvement.

BASIC SERVICES

This Scope of Services has been developed to address the anticipated project requirements. Task items not specifically identified in this Scope are not included. If, during the Work Assignment, it is determined that additional work or assistance is necessary to complete this project, those items can be included in a Supplemental Agreement before proceeding with the work.

In preparing this Scope of Work and engineering service fee, the CONSULTANT makes the following assumptions:

- The CITY shall provide available record drawings of any of the streets that fall within the project.
- The CITY shall provide GIS data for all piping, valves, hydrants, and other incidentals along the streets within the project.
- Consistent with the professional standard of care and unless specifically provided herein, the CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

The CONSULTANT shall provide the SCOPE OF SERVICES as further outlined below:

TASK 1: Project Management & Kick-Off Meeting

A. **Status Reports, Coordination, Administration and Data Collection**

CONSULTANT shall apply managerial functions for the entire length of the project, to include review of billing invoices, generate monthly status reports, addressing questions during the billing process and any other project management activities. CONSULTANT shall coordinate and obtain any data from the CITY that would be beneficial to the completion of the project.

B. **Project Kick-Off Meeting**

CONSULTANT shall conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. CONSULTANT shall prepare the meeting agenda and a detailed schedule for the meeting.

At that time, additional requests for project information such as as-built drawings, will be submitted to the CITY. Following the meeting, CONSULTANT shall prepare written minutes of the meeting and distribute same to all attendees.

C. **Site Visit of Street Sections**

CONSULTANT shall coordinate site visits with the CITY for each street section proposed for water main replacement to ascertain site conditions and right-of-way constraints and to determine the most economical procedure for replacement of the water mains and services.

Task 2: Design Phase

A. **Utility Coordination**

CONSULTANT shall execute a design ticket with Sunshine State One to determine the existing utility owners in the proposed water main replacements and points of connection with the existing distribution system. Conceptual drawings will be submitted to utility owners identified on the design ticket for markup of existing facilities, which shall be transferred to the design drawings upon receipt.

B. **Survey**

CONSULTANT's survey subcontractor will conduct a topographic survey within the suburban neighborhood corridors. Survey will be limited to the right-of-way of each roadway plus five (5) feet beyond each right-of-way line, if possible. A minimum of two (2) horizontal and vertical control points/temporary benchmarks will be physically established on the ground for each roadway segment within the project area.

- Topographic information will include visible site improvements such as pavement types, streets, sidewalks, fences, concrete pads, parking areas, utility valves and manholes, utility poles, electrical panels, utilities flagged or marked by Sunshine State One, storm structures, etc.

- Underground utility appurtenances such as rims and valve covers will be noted with type and elevations. Inverts, bottom of structures, and direction of flow within pipes will also be noted for storm and sanitary sewer utilities.

- No survey data will be included within any covered or enclosed structure.

- Data for storm sewer inlets will be obtained.

- Ditch and swale cross sections will be made as necessary to indicate drainage patterns if applicable.

- Trees larger than 4 inches in diameter as well as landscaped areas will be located.

- Underlying platted information or property deed descriptions will be referenced on the survey as being best fit by recovered field monumentation.

- Property addresses and existing roadway names as determined from field observations will be noted upon the survey.

- The most current aerial photographs available will be referenced into the electronic drawing file.

- Survey information will be tied to State plane coordinates; vertical control and elevations will be referenced to the North American Vertical Datum of 1988 (NAVD 1988).

C. **Subsurface Utility Engineering**

Below ground utilities flagged or marked by Sunshine State One will be shown on the survey; soft dig or subsurface utility engineering (SUE) services are included in this proposal as an allowance if needed for crossings or size confirmation.

D. **Geotechnical Services**.

The CONSULTANT will retain the services of a geotechnical subconsultant to perform 16 soil borings (15 feet deep each) to confirm soil strata for use in a Bore-Aid program. No compaction density tests will be performed by the CONSULTANT or subconsultant during construction.

E. **Design Services**

- CONSULTANT shall develop 60% and 100% design drawings. The design will include abandonment or removal of existing galvanized steel pipe, installation of new water mains, new valves, installation of new service lines from the new main to the existing meter boxes, transfer of water services to the new water main, and installation of new fire hydrants as per the DeLand Land Development Code. Field survey data and existing record drawings will be utilized to create base drawings needed for construction.

- As part of the design, CONSULTANT will incorporate horizontal directional drilling for the installation of new water mains. The drilling will lessen the impact of construction related restoration activities.

- CONSULTANT shall prepare 60% and 100% technical specifications and bidding documents utilizing the City Standard Front-End Documents.

- CONSULTANT shall provide a 60% and 100% Opinion of Probable Construction Cost.

- CONSULTANT shall conduct an internal Quality Assurance/Quality Control (QA/QC) review of the 60%, 90% and 100% design drawings, specifications, and Opinion of Probable Construction Cost. This activity will be performed by a senior level engineer not directly involved with the project, in accordance with the CONSULTANT'S QA/QC procedures.

- CONSULTANT shall prepare the 60% and 100% design packages and submit to the CITY for review and comment. The submittal will include one (1) digital set of Drawings, Technical Specifications, and the Engineer's Opinion of Probable Construction Cost. It is assumed that the CITY will conduct their review within a two (2) week period and a meeting will be held at the end of the CITY'S review.

- CONSULTANT shall prepare an agenda for the 60% and 100% Design Review Meetings and meet with CITY staff to review comments on the submittal packages. CITY comments will be incorporated into all design packages.

- CONSULTANT shall prepare written minutes of the project meeting and distribute to the attendees.

- CONSULTANT's services under the Design Phase Services will be considered complete on the date the 100% design package is delivered to the CITY.

F. **Franchise Utility Conflict Coordination**

- Based on information received from existing utilities, CONSULTANT shall coordinate any required conflict requiring utility relocations directly with the franchise utility companies. CONSULTANT shall act on behalf of the CITY to coordinate relocations of existing franchise utilities required to permit the new infrastructure to be constructed without conflict from existing utilities.

- Services in this phase are limited to the budgeted amount. If additional coordination is required above the budgeted amount, these services will be considered additional services to be negotiated with the CITY as required.

Task 3: Permitting Phase

A. CONSULTANT will prepare a submittal to the Volusia County Health Department for the Florida Department of Environmental Protection (FDEP) "Application for Specific Permit to Construct PWS Components" [FDEP Form 62-555.900(1)] with supporting documentation for approval. This

Scope of Services includes CONSULTANT addressing and responding to one (1) Request for Information (RFI) from the permitting agency.

B. CONSULTANT shall prepare and apply for right-of-way use permit to Volusia County for construction of water main installation within the rights-of-way of all the streets that are included in this project.

C. This Scope of Services includes CONSULTANT addressing and responding to Request for Information (RFI) responses from each permitting agency. As noted above, one (1) RFI response is included in this Scope. Should extensive RFI's be received that are not a result of inadequate design issues or inadequate response to previous RFI's, the CONSULTANT may request additional compensation.

D. Permit fees for activities within Volusia County rights-of-way and the application fee to the Volusia County Health Department will be paid directly by the CITY.

Task 4: Public Involvement

CONSULTANT shall provide for public notification of the proposed project to area residents which will include two written notifications (one prior to start of survey, and one prior to bidding) along with the coordination of one public meeting (following the 60% plan submittal).

Task 5: Bidding Phase

A. CONSULTANT shall prepare and forward the 100% Drawings, Project Manual and Opinion of Probable Construction Cost electronically to the CITY for posting on their website.

B. CONSULTANT shall provide to the CITY one (1) digital set of signed and sealed construction Drawings and Project Manual and the Engineer's Opinion of Probable Construction Cost. In addition, CONSULTANT shall provide one (1) digital set in PDF format of the Bid Documents.

C. CONSULTANT shall assist the CITY staff with bidding services.

D. CONSULTANT shall attend a pre-bid meeting to discuss the project with prospective Contractors and answer questions they may have about the project.

E. CONSULTANT shall assist with and distribute any necessary clarifications or addenda during the bidding phase.

F. CONSULTANT shall review and evaluate the bids for the project and prepare/submit a Bid Tabulation to the CITY.

G. CONSULTANT shall provide a Letter of Recommendation to the CITY for award of the Contract.

H. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

PROJECT SCHEDULE

Engineering design of the for Downtown South Water Main Improvements - 2024 shall be completed to the following timeline:

a. 30% - 6 months from Notice to Proceed (includes Survey, Subsurface Utility Engineering and Geotechnical Engineering).
b. 60% - 9 months from Notice to Proceed.
c. 100% - 13.5 months from Notice to Proceed.

FEES AND BILLING

The proposed not-to-exceed fee has been calculated utilizing rates as approved in the continuing contract between CONSULTANT and the City of DeLand. Expenses for sub-consultants, printing, travel, telephone, and all other related changes have been estimated and included in the not-to-exceed fee. CONSULTANT shall invoice the CITY based on actual time and expenses and the total amount invoiced to the CITY shall not exceed **$312,585.** A Fee Matrix showing the estimated hours and the rates is attached for your review.

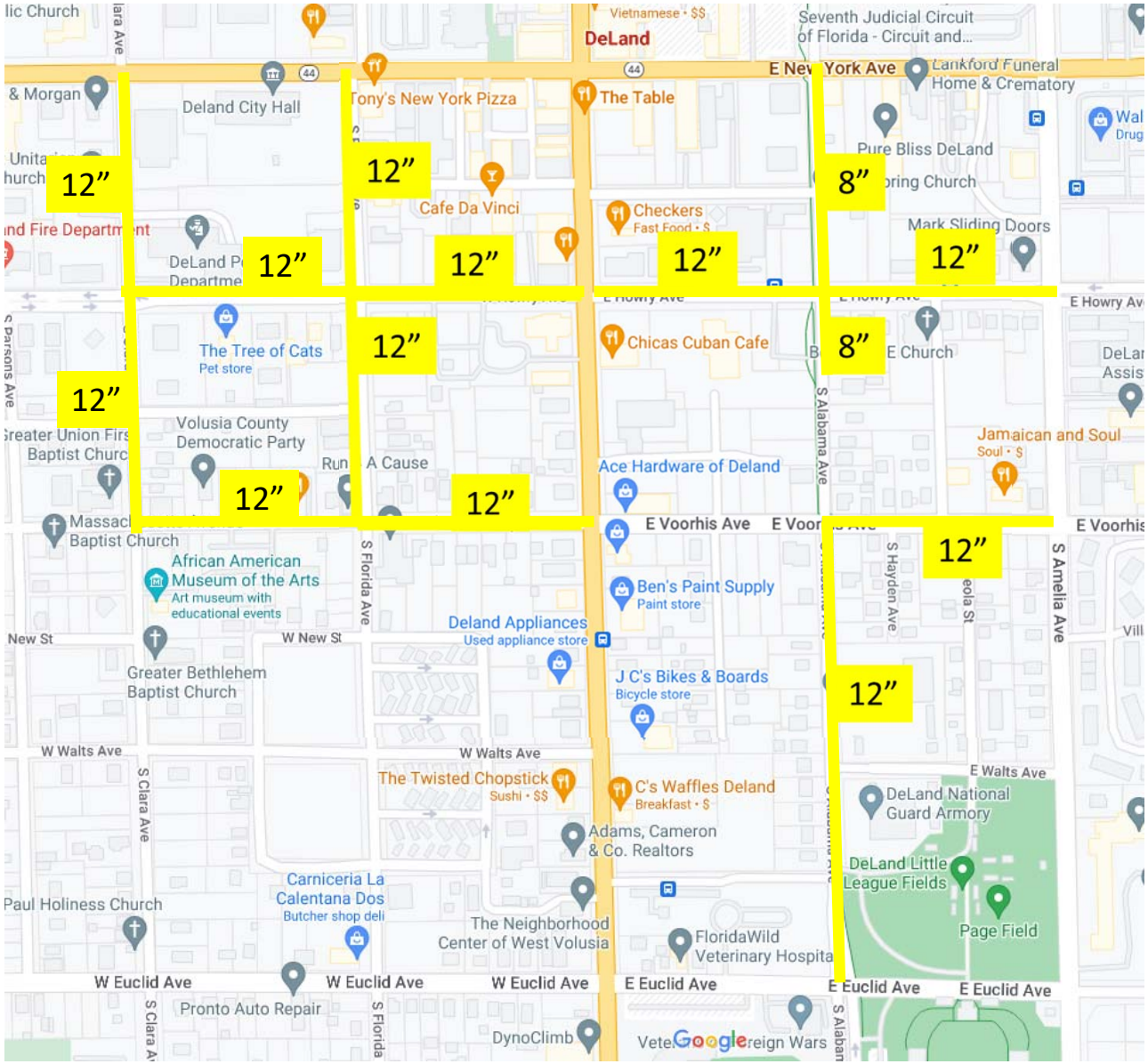
K:\Water\City Of Deland, FL\240863_Downtown South Water Main Improvements 2024_Fee Proposal\240863 - Downtown South Water Main Improvements - 2024 Scope.Docx

FEE MATRIX
CITY OF DELAND
DOWNTOWN SOUTH WATER MAIN IMPROVEMENTS - 2024
DESIGN SERVICES
APRIL 24, 2024

STAFF CLASSIFICATION		Engineer Manager		Project Manager III		Project Engineer IV		Project Engineer III		Project Manager I		CAD Designer III		Senior Administrator		Direct Expenses	TOTAL PER TASK
TASK NO.	DESCRIPTION	RATE:	$270	RATE:	$230	RATE:	$220	RATE:	$205	RATE:	$190	RATE:	$140	RATE:	$105		
		HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL	HOURS	TOTAL		
1	**PROJECT MANAGEMENT & KICKOFF MEETING**																
1.1	Status Reports, Administration & Data Collection		$0	4	$920		$0	8	$1,640		$0		$0	12	$1,260		
1.2	Project Kickoff Meeting		$0	3	$690	2	$440	3	$615	2	$380	2	$280	3	$315		
1.3	Site Visit of Street Sections		$0	12	$2,760	18	$3,960	12	$2,460		$0		$0		$0		
TASK 1 SUBTOTAL			**$0**		**$4,370**		**$4,400**		**$4,715**		**$380**		**$280**		**$1,575**		$15,720
2	**DESIGN PHASE SERVICES**																
2.1	Utility Coordination		$0		$0		$0	12	$2,460		$0		$0	10	$1,050		
2.2	Perform Topographic Survey		$0		$0		$0	2	$410		$0		$0		$0	$40,000	
2.3	Subsurface Utility Engineering				$0			2	$410							$15,000	
2.4	Geotechnical Investigation															$18,000	
2.5	Develop 60% and 100% Design Drawings		$0	24	$5,520	8	$1,760	220	$45,100	32	$6,080	670	$93,800		$0		
2.6	Incorporate Horizontal Directional Drill as part of Water Main Design			4	$920	32	$7,040	8	$1,640								
2.7	Prepare Project Manual		$0	4	$920		$0	12	$2,460		$0		$0	12	$1,260		
2.8	Develop Opinion of Probable Cost at 60% and 100% Submittals		$0	4	$920		$0	12	$2,460	6	$1,140		$0	4	$420		
2.9	Submit 60% and 100% Design to City/Attend Review Meeting		$0	8	$1,840	6	$1,320	8	$1,640		$0		$0	4	$420		
2.10	Revise Design Based Upon City Comments		$0	6	$1,380		$0	24	$4,920	6	$1,140		$0		$0		
2.11	Conduct Quality Assurance/Quality Control (QA/QC) Review	40	$10,800		$0												
2.12	Franchise Utility Contract Coordination			4	$920			8	$1,640					2	$210		
TASK 2 SUBTOTAL			**$10,800**		**$12,420**		**$10,120**		**$63,140**		**$8,360**		**$93,800**		**$3,360**		$202,000
3	**PERMITTING PHASE SERVICES**																
3.1	Prepare Permit Application to Volusia County Health Department		$0	2	$460		$0	8	$1,640		$0	4	$560	2	$210		
3.2	Prepare Permit Application for Volusia County Right-of-Way Use		$0	2	$460		$0	8	$1,640		$0	2	$280	2	$210		
3.3	Address RFI's from Volusia County Government		$0		$0		$0	4	$820		$0		$0	2	$210		
TASK 3 SUBTOTAL			**$0**		**$920**		**$0**		**$4,100**		**$0**		**$840**		**$630**		$6,490
4	**PUBLIC INVOLVEMENT**																
4.1	Provide for Public Notification to Area Residents		$0	2	$460		$0	4	$820		$0	4	$560	18	$1,890		
4.2	Coordinate One (1) Public Meeting		$0	2	$460		$0	4	$820		$0		$0	8	$840		
TASK 4 SUBTOTAL			**$0**		**$920**		**$0**		**$1,640**		**$0**		**$560**		**$2,730**		$5,850
5	**BIDDING PHASE SERVICES**																
5.1	Forward Drawings, Manual and Opinion of Cost to the City		$0				$0	1	$205	2	$380		$0	4	$420		
5.2	Pre-Bid Meeting		$0	2	$460	2	$440	4	$820	1	$190		$0	2	$210		
5.3	Prepare/Distribute Addenda		$0	2	$460	4	$880	12	$2,460		$0	8	$1,120	4	$420		
5.4	Prepare Bid Tabulation and Recommendation of Award Letter		$0	1	$230		$0	2	$410		$0		$0	4	$420		
TASK 5 SUBTOTAL			**$0**		**$1,150**		**$1,320**		**$3,895**		**$570**		**$1,120**		**$1,470**		$9,525
	Subtotal	40	$10,800	86	$19,780	72	$15,840	378	$77,490	49	$9,310	690	$96,600	93	$9,765	$73,000	

Subtotal	**$239,585**
Direct Expenses	**$73,000**
TOTAL TASK NOS. 1 - 5	**$312,585**

EXHIBIT “A”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The Table
Cafe Da Vinci
Checkers
Fast Food · $
Pure Bliss DeLand
Mark Sliding Doors
The Tree of Cats
Pet store
Chicas Cuban Cafe
Volusia County
Democratic Party
Ace Hardware of Deland
Jamaican and Soul
Soul · $
E Voorhis Ave
African American
Museum of the Arts
Art museum with
educational events
Ben's Paint Supply
Paint store
Deland Appliances
Used appliance store
New St
W New St
Greater Bethlehem
Baptist Church
J C's Bikes & Boards
Bicycle store
W Walts Ave
The Twisted Chopstick
Sushi · $$
C's Waffles Deland
Breakfast · $
Adams, Cameron
& Co. Realtors
DeLand National
Guard Armory
DeLand Little
League Fields
Page Field
Carniceria La
Calentana Dos
Butcher shop deli
Paul Holiness Church
The Neighborhood
Center of West Volusia
FloridaWild
Veterinary Hospita
W Euclid Ave
E Euclid Ave
Pronto Auto Repair
DynoClimb
Google
S Clara Ave
S Florida Ave
S Alabama Ave
S Hayden Ave
S Amelia Ave
E Howry Ave

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re Task Order Assignment, Lift Station 79 Replacement Construction Phase Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order Proposal

APPROVED BY: Michael Pleus, City Manager, May 15, 2024

SUMMARY/HIGHLIGHT:

In the 23/24 fiscal budget, the City Commission approved a capital project to redesign and replace the Lift Station 79 Master Lift Station located on Orange Camp. This project task assignment will oversee the demo/ bypass pumping, new pumps, piping, electrical panels, generator, and backup diesel pump system, driveway replacement, and associated fencing and landscaping.

An agreement is in place between the City and Mead & Hunt, as an approved provider for construction, engineering, and inspection services. The subject task order, if approved, will provide services for the project management, contract administration services, construction engineering and inspection (CEI) service, construction observation, and project closeout documents. These tasks described above, due to the nature of this project, require a more technical inspector than what is normal for our city utility inspectors.

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 $84,639.00 per the attached scope. The FY 23/24 Budget includes $2,350,000.00 in total for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with Mead & Hunt to provide Construction Phase Services for the Lift Station 79 Replacement project.

BACKGROUND/DISCUSSION:

This project will replace and upgrade the station on Orange Camp Road that experienced a major emergency issue last year and had to be bypassed while lines where replaced. It is critical to the proper operation of the southern section of the DeLand Utility Service area sewer system.

May 13, 2024

James V. Ailes
Deputy Public Services/ Utilities Director
City of DeLand
1101 S. Amelia Ave.
DeLand, FL, 32724

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

Subject: City of DeLand Lift Station #79 Rehabilitation – Construction Phase Services

Dear Mr. Ailes,

We are pleased to present the enclosed scope of services and fee estimate for the above referenced project for construction phase services. The proposed scope of services includes: project management, part time construction observation and Engineer of Record (EOR), contract administration and closeout services for rehabilitation and modifications to City lift station #79 at Victoria Hills.

The project consists of complete rehabilitation, electrical and mechanical outfitting of existing LS #79. The project includes extensive bypass pumping and tie-in connections for a large regional lift station that must maintain the flow of sewage throughout construction. We are proposing 'part time' resident project representative (RPR) services during construction.

Thank you for this opportunity to continue to be of service on this important and challenging project. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad T Blais, P.E.
Vice President/Client Manager

Noah Adamoski
Construction Services Supervisor

NJA/BTB;bf

Enclosure Scope of Services

CITY OF DELAND
SCOPE OF SERVICES
FOR
LIFT STATION 79 REPLACEMENT - CONSTRUCTION PHASE SERVICES

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
This project involves the construction phase services for the proposed DeLand Lift Station #79 Rehabilitation. The project consists of the following elements:

- Existing site demo / bypass pumping
- Triplex submersible pump station within existing wetwell
- New above grade piping, valves and flow meter
- Modify underground piping.
- New electrical and I&C equipment.
- Permanent skid mounted emergency standby diesel bypass pump
- Reuse existing Odor Control Unit
- New access drive
- Associated site fencing and landscaping

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 twelve (12) month project duration, month the construction duration is dependent upon equipment delivery times; however, a six (6) month construction period is assumed for the purposes of this proposal. The PM will manage the development of project work and subconsultant efforts.

PHASE 2 – ENGINEER OF RECORD AND CONTRACT ADMINISTRATION SERVICES

MEAD & HUNT will provide the following CEI services to the OWNER:

Issued for Construction Documents
MEAD & HUNT will prepare conformed drawings and technical specifications "Issued for Construction" by incorporating bidder questions and addendums and provide those to the OWNER (in electronic format) for inclusion in the Contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting
MEAD & HUNT will coordinate and preside over an in-person pre-construction meeting with the OWNER, contractor, and other project stakeholders. MEAD & HUNT will prepare an agenda and distribute to all invitees prior to meeting. MEAD & HUNT will prepare a meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

Notice to Proceed
MEAD & HUNT will issue the notice to proceed (NTP) to the contractor on behalf of the OWNER.

Deliverables – Notice to Proceed

- Notice to Proceed Letter

Progress Meetings
MEAD & HUNT will coordinate and preside over six (6) in-person construction progress meetings. MEAD & HUNT will prepare agendas, meeting summaries, and distribute to all attendees.

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Construction Submittals
MEAD & HUNT will receive, review, and respond to up to fifteen (15) Contractor construction submittals and resubmittals for conformance with construction and contract requirements. Such review or other

action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by the Contractor, or to safety precautions and programs.

MEAD & HUNT will receive, review, and respond to Contractor assembled submittals for operations and maintenance manuals, guarantees, and certificates of inspection (for general contents as required by the Contract documents). These are included in the construction submittals count noted above.

MEAD & HUNT will maintain a log of submittals with submittal number, submittal name, date received, reviewer, action taken, and date returned. MEAD & HUNT will review and return shop drawings within fourteen (14) calendar days of receipt of the submittal. Contractor requests for substitute materials and/or equipment shall be reviewed during submittal process and MEAD & HUNT will provide a recommendation on the submittal response to the OWNER.

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Requests for Information (RFI's)

MEAD & HUNT will receive and respond to up to five (5) contractor RFI's related to clarification of the contract documents, design intent, or field conditions. MEAD & HUNT will prepare and maintain an RFI log, noting the date received, subject, resolution and date response was returned to the contractor.

Deliverables – RFIs

- RFI response packages
- RFI response log

Field/Change Orders

MEAD & HUNT will prepare, issue, and coordinate up to three (3) field order's, requests for proposals (RFP's), and change orders in coordination with the OWNER. MEAD & HUNT will maintain a log of field changes and pending changes. MEAD & HUNT will provide assistance during negotiations of contractor cost proposals and will review claims and provide recommendations to the OWNER.

Deliverables – Field/Change Orders

- Field and change order packages and supporting documentation
- Field and change order log

Pay Applications

MEAD & HUNT will review up to six (6) monthly payment applications from the contractor and provide a written recommendation for payment to the OWNER based on construction progress. MEAD & HUNT will

review pay application supporting documentation, including updated construction schedules, record drawings, stored materials, release of liens, and as approved change/field orders.

Deliverables – Pay Applications

- Pay application recommendations

PHASE 3 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation for the expected six (6) months of construction activity. At this time, the needed construction observation efforts are estimated to be ten (10) hours per week for twenty-two (22) weeks. The duration and amount of work effort may vary based on the contractor's efforts and the OWNER's needs. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward and verify resolution of resident/property owner complaints. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

- Reports of Construction
- Construction Photographs

PHASE 4 – PROJECT CLOSEOUT

Substantial and Final Completion

MEAD & HUNT will determine substantial completion and attend substantial and final walkthroughs. RPR will document punchlist items at both substantial and final walkthroughs and verify completion of punchlist items before final closeout.

Deliverables – Substantial and Final Completion

- Substantial completion punchlist items (electronic PDF format)
- Final completion punchlist items (electronic PDF format)

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents. MEAD & HUNT will prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to the OWNER.

Deliverables – As-Built Review and Record Drawings

- Acceptable Contractor as-builts (Electronic PDF and AutoCAD Format)
- Record Drawings (Electronic PDF and AutoCAD Format)

PHASE 5 – SUBCONSULTANTS AND REIMBURSABLES

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

EXCLUSIONS

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

- Preliminary Design
- Easement Acquisition
- Design Services
- Permitting
- Bidding Assistance
- Geotechnical Engineering
- Special Studies
- Land Surveying
- Subsurface Utility Exploration
- Laboratory Services
- Value Engineering
- Redesign per Owner or Contractor
- Investigations
- Funding Assistance
- Environmental
- Professional Services Acquisition Assistance
- Completed Project Assessment
- Site Security
- Fire Protection
- Zoning Modifications

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
Phase 1 – Project Management	*180 days*	*Receipt of notice to proceed*
Phase 2 – Construction Engineering and Inspection (CEI) Services	*120 days*	*OWNER award to Contractor*
Phase 3 – Construction Observation	*150 days*	*OWNER award to Contractor (concurrent)*
Phase 4 – Project Closeout	*30 days*	*OWNER approval of Contractor as-builts*

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$84,639** based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$5,707*	*Lump Sum*
Phase 2 – EOR and Contract Administration	*$31,975*	*Lump Sum*
Phase 3 – Construction Observation	*$39,242*	*Time & Expenses*
Phase 4 – Project Closeout	*$7,214*	*Lump Sum*
Subtotal	*$84,139*	
Phase 5 – Subconsultants/Reimbursables	*$500*	*Actual cost*
TOTAL	***$84,639***	

AUTHORIZATION:

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

Accepted by:	CITY OF DELAND	Approved by:	MEAD & HUNT, INC.
By:	_____	By:	_____
Name:	_____	Name:	Brad T. Blais
Title:	_____	Title:	Vice President/Market Leader
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:	_____	Date	May 13, 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 (MEAD & HUNT, INC.'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 20, 2024

SUBJECT: Consideration re Award of Bid, Miscellaneous Right-of-Way ADA Improvements CDBG FY 22-23.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Bid Tabulation

APPROVED BY: Michael Pleus, City Manager, May 15, 2024

SUMMARY/HIGHLIGHT:

The Public Works Department has identified a number of sidewalk curb ramps and sidewalk segments throughout the City which need to be improved to meet requirements of the Americans with Disability Act (ADA). Ramps in these areas do not meet the current dimensional requirements or cross slope requirements and are considered non-compliant.

Staff formulated a list of priority improvements needed within the Community Development Block Grant (CDBG) target areas. Plans and specifications were prepared and the project was bid via the local news media and the internet-based DemandStar System. A total of four (4) bids were received as indicated on the attached bid tabulation.

Targeted areas will be in the following locations.
- Ramp improvements at N Garfield Ave and E Wisconsin Ave.
- Sidewalk connection point and ramp improvements on S Stone St from W Euclid Ave to W Hubbard Ave.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the Connected Community

SUSTAINABILITY:

Mobility

FISCAL IMPACT:

Award to the low bidder, PSG Concrete & Excavation, LLC will result in an expenditure of $98,499.98. Staff notes that this amount is based on the sum of extended unit prices with quantities which were estimated by staff. Community Development Block Grant funds in the amount of $161,213.00 are available for this project in the Grants and Special Revenue Fund.

RECOMMENDATION:

Staff recommends that the City Commission award the Miscellaneous Right of Way ADA Improvements project to PSG Concrete & Excavation, LLC for an amount not to exceed $98,499.98

BACKGROUND/DISCUSSION:

These are yearly ADA Improvement projects that Public Works completes with CDBG Funding.

120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET

Bid Title: FY 22/23 Right-of-Way ADA Improvements
Bid No: B-24-07
OPENING DATE & TIME: April 25, 2024 @ 3:00 PM
POSTING DATE: May 2, 20224 **POSTED BY: Corey McMillen**

Vendor	City, State	Bid Price
PSG Concrete & Excavation, LLC	**DeLand, FL**	**$98,499.98**
Garcia Civil Contractors, LLC	Orlando, FL	$123,353.37
Turnbull Construction Group	DeLand, FL	$208,461.00
Firm Foundations Asphalt & Concrete LLC	Tampa, FL	$211,385.60

***Note: All bids are subject to review and tabulation is not final.**

Bid tabulations with award recommendations are posted to DemandStar at www.demandstar.com & VendorLink at www.vendorlink.com.

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re Additional Funding for Aaron's Backflow for the Backflow Program.

DEPARTMENT: Utilities

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

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

The City of DeLand's Backflow program is required to test and repair backflow devices throughout its Utility Service area. This testing must be performed by a certified tester and repair person per the Florida Department of Environmental Protection and enforced locally by the Department of Health. An annual compliance report must be submitted by February for the prior year. The program is paid for by the homeowners each month on their water bill by a stipend amount based on meter size that creates a revenue stream to pay for this mandated program.

Presently, the City maintains a contract with Aaron's Backflow to test the City's maintained devices and perform needed repairs. In addition, any non-compliance devices that have failed to submit a report after three notification letters are sent to Aaron's Backflow to force a test and possible repair that is by the city, and subsequently billed back to the resident or business owner for reimbursement.

With the uptick in development over recent years, we have been adding devices to our service area at an significant rate. Development, coupled with sending non-compliant commercial devices to Aaron's to force test, has caused us to exceed our current purchase order. We are requesting additional funds be added to the contract to absorb the cost of standard backflow testing and force tests of commercial devices through the current fiscal year.

Staff is requesting that the $30,000.00 remaining in our fiscal 23/24 budget, but not currently tied to the purchase order, be released in order to process current invoices. In addition, staff estimates that an additional amount of $180,000.00 will be necessary to cover the testing and repair of City devices and any non-compliance devices to carry us through the end of the fiscal year.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

Approval of this funding will result in a total obligation of $210,000.00 for a change order to the current contract, but is offset by the collection of fees in the Utilities Enterprise Fund to cover this amount. This will be included in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve this request for additional funding for the backflow program in the amount of $210,000.00 for a change order to the Aaron's Backflow purchase order.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re Utility Service Agreement for SMA Healthcare, Located at 1251 North Stone Street.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

The SMA Healthcare commercial project will be located at 1251 N. Stone Street in DeLand. The proposed commercial project will provide an additional building to the existing facility when completed. The attached Utility Service Agreement contains the usual terms and conditions required by the city for utility service. No reimbursement for oversizing of offsite utilities is provided.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Infrastructure.

FISCAL IMPACT:

At buildout, the city will receive water and sewer impact fees and ongoing utility revenue from the commercial project once constructed.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for SMA Healthcare.

BACKGROUND/DISCUSSION:

N/A

UTILITY SERVICE AGREEMENT
FOR
SMA HEALTHCARE

THIS AGREEMENT is entered into this ____ day of _____, 2024, between the City of DeLand (City) and SMA Healthcare (Developer) regarding utility service for the, SMA Healthcare project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located on the North East Side of the intersection of North Stone Street and North Orange Ave at 1251 N. Stone St, FL and described as:

TAX PARCEL NUMBERS
700500000060

5-17-30 N 5 CHS OF W 9 CHS OF SE 1/4 & S 1/2 LAKE LOT 9 & ADJ LAND EASTERLY OF S 1/2 LAKE LOT 9 EXTENDED E TO THE E/L OF W 1/2 OF NE 1/4 SCARLETT SUB MB 12 PG 141 PER OR 2641 PG 1500 PER OR 6107 PG 2190 PER OR 6150 PGS 2560-2561 PER OR 7117 PG 4107 PER OR 7117 PG 4110

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

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

- Connect to existing Water Main with a stainless steel 8" X 8" X 6" tapping sleeve, 6" Gate Valve and approximately 45 LF +/- of 6" C900 or HDPE Piping.
- Connect to existing Reclaim Water Main with a stainless steel 12" X 12" X 2" tapping sleeve and approximately 15 LF +/- of 2" poly
- All onsite piping, valves, hydrants, fire department connections, double detector check valves, all potable mains and services beyond meter, all sewer gravity lines, and irrigation or reclaimed water piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.
- All connections to City facilities shall be made at Developer's expense. All water and reuse meters 2" and below will be installed by the City at the Developer's expense.

- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.

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

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

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

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

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

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

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

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reuse charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the City for water, sewer, or reuse service shall be in accordance with its rate schedule, which shall be subject to change from time to time.

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

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

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

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

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

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

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

Section 19. Miscellaneous.

A. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

B. Binding Nature and Covenants Running with the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real

property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the Project.

C. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by email copy of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

D. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Volusia County, Florida.

E. Severability. If any word, phrase, sentence, paragraph or other portion of this Agreement is finally determined by a court of competent jurisdiction to be void or unenforceable then such word, phrase, sentence, paragraph or other portion shall be severed from this Agreement and the balance shall remain in full force and effect to the greatest extent permitted by law.

F. Effective Date. The effective date of this agreement shall be the date that it is last executed by a party as set forth below.

SMA Healthcare

Name: Ivan Cosimi
Title: Chief Executive Officer

ATTEST:

Name: Deborah B Allen
Secretary

Witness

Witness

CITY OF DELAND

Christopher M. Cloudman
Mayor

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____as identification

Notary Public - State of Florida

Name:_____
My Commission expires:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of May, 2024 by Ivan Cosimi, the Chief Executive Officer of SMA HEALTHCARE who is ☒ personally known to me or ☐ who has produced, _____as identification.

BETTY L. CATES
MY COMMISSION # HH 444946
EXPIRES: November 16, 2027

Notary Public - State of Florida

Name: Betty L. Cates
My Commission expires: 11-16-2027

Contact Information:

OWNER:

SMA HEALTHCARE, DIRECTOR OF FINANCIAL OPERATIONS
150 MAGNOLIA AVE.
DAYTONA BEACH, FLORIDA 32114
PHONE NUMBER: (386) 236-1801
FAX NUMBER
CONTACT PERSON: ERIC HORST
e-mail: ehorst@smahealthcare.org

CIVIL ENGINEER:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT: HALUK KILIC, P.E.
e-mail: hkilic@zevcohen.com

SURVEYOR:

BLACKWELL & ASSOCIATES LAND SURVEYORS, INC
995 W VOLUSIA AVE
DELAND, FL 32720
PHONE NUMBER: (386) 734-8050
FAX NUMBER: (386) 734-7660
CONTACT PERSON: ROBERT R. EVERS, P.S.M.
e-mail: info@blackwellsurveying.co

GEOTECHNICAL ENGINEER:

UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA, FL 32119
PHONE NUMBER: (386) 756-1105
FAX NUMBER: (386) 760-4067
CONTACT PERSON: BRIAN C. POHL, P.E.
e-mail: bpohl@universalengineering.com

LANDSCAPE ARCHITECT:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

Utility Contact

City of Deland Utilities
1101 South Amelia Ave
Deland Fl, 32724
(386) 626 7250

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution, Department Head Memo-Fire, Department Head Memo-PD, Department Head Memo-Utilities

APPROVED BY: Michael Pleus, City Manager, May 15, 2024

SUMMARY/HIGHLIGHT:

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

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2024 –

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

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

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

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

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

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

FIRE VEHICLE #	MAKE/MODEL	VIN/SERIAL NO.	DEPT/ASSET NO. CITY WORKS ID
1222-N/A	(7) Seven Philips Heart Start Defibrillators and Accessories		N/A
1222-N/A	(8) SSCOR Suction Units		N/A

POLICE VEHICLE #		MAKE/MODEL	VIN/SERIAL NO.	DEPT/ASSET NO. CITY WORKS ID
1226-5059	PD127-51	Ford Crown Victoria	2FAFP71W46X131157	
1226-5411	PD126-97	Toyota Camry	4T1BD1FK0CU007163	

UTILITIES VEHICLE #		MAKE/MODEL	VIN/SERIAL NO.	DEPT/ASSET NO. CITY WORKS ID
4203-5518	Pickup /Utility Bed / Lift Gate	Ford F250	1FTBF2A68EEB42841	
4203-4269	Auxiliary Generator	Kohler34273 DD71	306348907	
4205-4215	Factory Suite Software	Wonderware Discs	101862	
4205-5017	2005 4W Drive	Jeep Liberty	1J4GL48K35W605180	
4205-3418	Alum Pump #1	Wallace 44-115	N/A	
4205-3419	Alum Pump #2	Wallace 44-115	N/A	
4205-3420	Alum Pump #3	Wallace 44-115	N/A	
4205-4849	Alum Pump #4	Wallace Encore	DF-46779	
4205-4856	HVAC System Sludge #2	Marvair VA148	DL42305	
4205-N/A	Sludge Windrow Facility	Metal Stran	N/A	
4205-N/A	Air Compressor	Chicago Pneumatic	ITJ042515	
4205-N/A	Air Compressor	Chicago Pneumatic	ITJ042477	
4205-N/A	Air Compressor	Chicago Pneumatic	ITJ042351	
4205-5774	Stainless Steel Panel Box	Orege Powerdex	63574-4-1-1	
4205-5775	Stainless Steel Panel Box	Orege Powerdex	63574-4-1-2	
4205-5776	Stainless Steel Panel Box	Orege Powerdex	63574-4-1-3	

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

PASSED AND ADOPTED this 20th 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 Fire Department
Office of the Fire Chief Fire Chief

Todd B. Allen
Fire Chief

MEMORANDUM

NUMBER: 24-002

DATE: February 1, 2024

TO: Julia Hewitt, Deputy City Clerk

FROM: Michael Vazquez, Division Chief – Administration

SUBJECT: Surplus of expired equipment, AEDs and suction units

The equipment described is recommended for surplus due to age.

1. Total of 7, Philips Heart Start automatic external defibrillators and accessories
2. Total of 8, SSCOR Suction Units

DeLand Police Department
Jason D. Umberger
Chief of Police

TO: Julia Hewitt, Deputy City Clerk
FROM: Jason Umberger, Chief of Police
SUBJECT: Surplus of Vehicle
DATE: March 13, 2024

JDU 3/18/24

Listed below is City equipment we are requesting to surplus as we have received its replacement.

Vehicle Number	Department	Asset Number	Make/Model	VIN
PD127-51	1226	5059	Ford Crown Victoria	2FAFP71W46X131157

DeLand Police Department
Jason D. Umberger
Chief of Police

TO: Julia Hewitt, Deputy City Clerk
FROM: Jason Umberger, Chief of Police JDU 3/18/24
SUBJECT: Surplus of Vehicle
DATE: March 13, 2024

Listed below is City equipment we are requesting to surplus as we have received its replacement.

Vehicle Number	Department	Asset Number	Make/Model	VIN
PD126-97	1226	~~5511~~ 5411	Toyota Camry	4T1BD1FK0CU007163

219 W. Howry Avenue • DeLand, FL 32720 • Phone: (386) 626-7400 • Fax: (386) 626-6842
www.delandpd.org

M E M O R A N D U M

Date: February 15, 2024

To: Julie Hennessy, City Clerk

From: Jim Ailes, Utilities Director

Re: Surplus Equipment

Listed below is equipment that I need to surplus on the next City Commission Agenda on March 4, if at all possible.

Dept.	Asset #	Description	Make	Model	Serial #
4203	5518	Pickup /Utility Bed / Lift Gate	Ford	F250	1FTBF2A68EEB42841
4203	4269	Auxiliary Generator	Kohler34273	DD71	306348907
4205	4215	Factory Suite Software	Wonderware	Discs	101862
4205	5017	2005 4W Drive	Jeep	Liberty	1J4GL48K35W605180
4205	3418	Alum Pump #1	Wallace	44-115	Non-Readable
4205	3419	Alum Pump #2	Wallace	44-115	Non-Readable
4205	3420	Alum Pump #3	Wallace	44-115	Non-Readable
4205	4849	Alum Pump #4	Wallace	Encore	DF-46779
4205	4856	HVAC System Sludge #2	Marvair	VA148	DL42305
4205	None	Sludge Windrow Facility	Metal	Stran	Demolished
4205	None	Air Compressor	Chicago	Pneumatic	ITJ042515
4205	None	Air Compressor	Chicago	Pneumatic	ITJ042477
4205	None	Air Compressor	Chicago	Pneumatic	ITJ042351
4205	5774	Stainless Steel Panel Box	Orege	Powerdex	63574-4-1-1
4205	5775	Stainless Steel Panel Box	Orege	Powerdex	63574-4-1-2
4205	5776	Stainless Steel Panel Box	Orege	Powerdex	63574-4-1-3

I have also attached additional information for the vehicles. Please contact me if you should have any questions.

CC.

Nick Segel, Budget Manager
Julia Hewitt, Deputy City Clerk
Stepfanie Cooper-Whites, Administrative Coordinator

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Consideration re Approval of Conceptual Design Contract with CPH for South Clara Avenue Trail.

DEPARTMENT: City Manager

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Clara Ave Trail Conceptual Design

APPROVED BY: Michael Pleus, City Manager, May 15, 2024

SUMMARY/HIGHLIGHT:

City staff recently had meetings with members of FDOT, Volusia County and the River 2 Sea Loop Alliance where there was discussion on partnering together on creating a trail from the SunRail station and connecting it to the Paiva Greenway downtown. The multi-jurisdictional trail is in early planning stages and part of this planning is conceptualizing which route may be best. An option that was being heavily considered by all the parties takes the trail along West New York Avenue, South on South Clara Avenue and East on West Voorhis Avenue where it will connect to the Paiva Greenway on East Voorhis Avenue.

As part of the preliminary planning phase, staff requested that CPH design a concept plan that includes a ROW and topographical survey in order to provide the technical data needed for future potential grants and budgeting purposes.

CPH submitted a price of $49,233.00 to create the conceptual design and topographic survey.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the Connected Community; Walkability and alternative mobility.

SUSTAINABILITY:

Efficient transportation, multi-modal, rail

FISCAL IMPACT:

The conceptual design and topographic survey will cost $49,233. Funding for this project will come from General Fund capital reserves and be included in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

City staff recommends that the City Commission approve the conceptual design contract with CPH Consulting, LLC in the amount of $49,233.

BACKGROUND/DISCUSSION:

Since SunRail was confirmed to open the DeLand stop, staff has been looking at ways to move people from the station to downtown. One of the proposed solutions, in addition to Vo-ride is a multimodal trail that will take

people from the SunRail station and connect them to the Pavia Greenway through downtown via West Voorhis Avenue. City staff has recommended that the Downtown CRA approve a design change to the West Voorhis Avenue Streetscape in order to increase the sidewalk size on the north sidewalk to better accommodate trail type use. The City's portion of the mutlijursidictional project would start on South Clara Avenue and go along West Voorhis Avenue to where it will be joined to the Paiva Greenway at the intersection of East Voorhis and South Alabama Avenue.

500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639

TASK ASSIGNMENT NO. 28

CITY OF DELAND
S. CLARA AVENUE TRAIL
CONCEPTUAL DESIGN CONTRACT

May 9, 2024

The City of DeLand (hereafter referred to as the "CITY") has requested CPH, LLC (hereafter referred to as "CPH") to provide conceptual and engineering design services for the proposed **S. Clara Avenue Trail Conceptual Design Project.** The Conceptual Trail Design may include utility relocation, driveway reconstruction, drainage analysis, and the proposed trail. The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and the CITY.

SCOPE OF SERVICES

A. SURVEYING SERVICES

1.0 TOPOGRAPHIC SURVEY

Perform a Topographic Survey as per Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida for approximately 2,000 feet of right of way. See "Survey Site Exhibit" for limits.

- Depict right of way geometry. The following will be used to depict the apparent right of way line for the project area:
  - Recorded Plats
  - Right of way documentation
  - Viewable Legal Descriptions recorded in Official Records
  - Field locate existing monumentation.
- Locate the full apparent right-of-way of Clara Avenue plus 20 feet within the limits as depicted on the attached "Survey Site Exhibit".
- Locate the full apparent right-of-way 100 feet east and west at each intersection plus 20 feet within the limits as depicted on the attached "Survey Site Exhibit".
- Location of visible improvements within right of way of the project area.
- Location of visible accessible gravity sewer structures within the scope. Provide top elevations, pipe dimensions, invert elevations and type of pipe.
- A certified right of way map will ***not*** be provided.
- Locate trees with 6" diameter within the scope
- Evaluation of ownership and encumbrances, i.e., title reports, are not included in this scope of services.

State Plane: The project coordinate system will be based horizontally on the North American Datum 83 (NAD 83). The project will be referenced to state plane coordinates by field locating published control points.

Benchmarks and Horizontal Control: The project will be based on the North American Vertical Datum 88 (NAVD 88). The project will be referenced to these published elevations by field locating published benchmarks.

SURVEY SITE EXHIBIT

The following related services are not included in the scope of this proposal, and may or may not be required, but can be provided at an additional fee: Boundary Survey, ALTA/NSPS Land Title Survey, As-built Survey, Platting, Soil Borings, Sketch and Descriptions, Wetland Location/Delineation, Tree Location and Ordinary High Water/Mean High.

B. ENGINEERING SERVICES

1.0 PROJECT ADMINISTRATION

CPH will provide general project management, including communication and coordination with the CITY, preparing project billing, preparing invoice report, and tracking project budget and schedule, and attend one (1) general project meeting in addition to the design specific meetings identified below. CPH anticipates monthly conference calls/status updates as part of the project administration task. The estimated project duration is assumed to be 3 months.

2.0 CONCEPTUAL DESIGN

Upon receipt of the survey CPH will review the available right-of-way and existing topographic features to develop up to three (3) Conceptual Trail layouts (2-D line work) based on City staff correspondence. The layout of the trail will not include any landscape, hardscape, or lighting elements. The Concept Design will also include typical sections and preliminary Engineer's Estimate of Probable Construction Costs (EEOPCC). Within the fee identified for this task, the scope includes up to four (4) coordination meetings with City Staff, attendance at one (1) public meeting facilitated by the CITY, and one (1) modification of the concepts to prepare the preferred Conceptual Trail Layout. CPH will prepare color 2-D renderings based on the Conceptual Trail layouts over an aerial based drawing to graphically display the proposed improvements. Upon selection of the preferred Conceptual Design, CPH will begin to prepare an amendment to this scope of services to prepare the final design and permitting of the project.

CITY-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CITY. In the performance of these services, CPH will coordinate its efforts with the City's Project Manager, or designated person and other project team members as required. The CITY shall provide CPH with available project-related technical data. CPH will rely upon the accuracy and completeness of City-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the City and is exclusive of City and stakeholder coordination of interim products. If the City requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the breakdown of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The City will be informed when the services are about to exceed this limit.

Phase No.	Phase Description	Billing Method	Fee
A.	**SURVEYING SERVICES**		
1.0	Topographic Survey	Lump Sum	$15,016.00
C.	**ENGINEERING SERVICES**		
1.0	Project Administration	Lump Sum	$3,309.00
2.0	Conceptual Design	Lump Sum	$21,952.00
		Total	**$49,233.00**

Reimbursable Expenses

Lump Sum fees above include reimbursable, project specific expenditures such as, but not limited to travel, printing and reprographics, postage, and phone usage.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Storm water modeling and/or analysis of the existing stormwater sewer or pond system
- Environmental studies and coordination of environmental issues with the regulatory agencies
- Traffic studies
- Lighting Design
- Landscape and Hardscape Plans
- Any permitting or pre-application meetings not identified herein
- Special meetings with agencies or other consultants not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CITY's request, which contains the Scope of Services, fee, and schedule required to complete the additional work item.

SIGNATURE BLOCKS

ATTEST:

_____
Printed Name: ___Patricia Hunt_____
Title: ____Secretary_____
Authorized Signatory Of Entity

ATTEST:

_____
Julie A. Hennessy, MMC
City Clerk - Auditor

Approved as to form and legal sufficiency.

_____
Darren J. Elkind
City Attorney

CPH Consulting, LLC

By: _____
Printed Name: Kurt R. Luman, Jr., P.E.
Title: Sr. Vice President
Authorized Signatory Of Entity

CITY OF DELAND

By: _____
Chris Cloudman
Mayor - Commissioner
Date: _____

S. Clara Avenue Trail Conceptual Design

City of DeLand

ITEM	DESCRIPTION	DISCIPLINE MANAGER I	SURVEYOR III	DESIGNER IV	COORDINATOR III	SURVEY 2-MAN CREW	ADMIN IV		Expenses	Cost by Task
Current CPH Hourly Rates		**$280.00**	**$188.00**	**$132.00**	**$147.00**	**$335.00**	**$121.00**		**$**	**$**
Surveying and Geotechnical Services										
A	Topographic Survey	2	10	36	6	20	2			$ 15,016.00
										$ 8,956.00
	Surveying Services Total									**$23,972.00**

ITEM	DESCRIPTION	PROJECT MANAGER V	PROJECT MANAGER III	ENGINEER II	DESIGNER IV	ENGINEER I	CADD I	ADMIN II	Expenses	Cost by Task
Current CPH Hourly Rates		**$275.00**	**$190.00**	**$151.00**	**$132.00**	**$123.00**	**$88.00**	**$75.00**	**$**	**$**
Engineering Services										
C1	Project Administration (3 months)	6		9				4		$ 3,309.00
C2	Conceptual Design	8	18	32		60	40	8		$ 21,952.00
	Engineering Design Services Total	**14**	**18**	**41**	**0**	**60**	**40**	**12**	**$ -**	**$25,261.00**
TOTAL S. CLARA AVE TRAIL CONCEPTUAL DESIGN										**$49,233.00**

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Second Reading of Ordinances Amending City of DeLand Charter. (1st. Rdg. 05-06-24).

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: ORD-2024-15 SEC. 7, 8, 14, 15, 16, 33, 44, 51, ORD-2024-16 SEC. 4 (17), ORD-2024-17 SEC. 4 (33), ORD-2024-18 SEC. 34, ORD-2024-19 SEC. 39, ORD-2024-20 SEC. 40, ORD-2024-21 SEC. 42 , ORD-2024-22 SEC. 58 , ORD-2024-23 SEC. 64, ORD-2024-24 SEC. 127

APPROVED BY: Michael Pleus, City Manager, May 16, 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:

N/A

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 or her~~ 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 gender specific 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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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 <u>underlined</u> 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~~ <u>manager</u>.

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

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.

P**ASSED AND DULY ADOPTED** this 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Second Reading of Ordinance No. 2024-25, Amending and Restating the Summit Place Planned Development Agreement. (1st Rdg. 05-06-24).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-25.Summit Place, Exhibit A- Legal Description, Exhibit B - Summit PD, Exhibit A- Legal Description, Exhibit B - Concept Plan, Exhibit C - Phasing Plan, Z23-250 Staff Report - Summit Place PD Rezone, Z23-250 Zoning Map, Z23-250 Aerial Map

APPROVED BY: Michael Pleus, City Manager, May 16, 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.

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.

The City Commission approved first reading with conditions at their may 5, 2024 meeting.

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 second 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 - 25

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 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

EXHIBIT "A"

Legal Description

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT SOUTHEAST CORNER OF THE NORTH 7 CHAINS OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AND RUN SOUTH 00°22'01" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, A DISTANCE OF 97.23 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89° 34'48" EAST, A DISTANCE OF 115.05 FEET; THENCE RUN NORTH 39°30'34" EAST, A DISTANCE OF 234.81 FEET; THENCE RUN NORTH 73°26'58" EAST, A DISTANCE OF 328.99 FEET; THENCE RUN SOUTH 83°07'08" EAST, A DISTANCE OF 228.92 FEET; THENCE RUN NORTH 73°54'21" EAST, A DISTANCE OF 159.10 FEET; THENCE RUN SOUTH 47°20'56" EAST, A DISTANCE OF 117.55 FEET; THENCE RUN SOUTH 26°45'29" EAST, A DISTANCE OF 216.76 FEET; THENCE RUN NORTH 65°29'38" EAST, A DISTANCE OF 327.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 4139 AS RECORDED ON RIGHT OF WAY MAP SECTIONS 79070-2505 AND 79110 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING 6 COURSES ALONG SAID WESTERLY RIGHT OF WAY: SOUTH 19°57'26" EAST, A DISTANCE OF 1100.55 FEET; SOUTH 70°04'49" WEST, A DISTANCE OF 14.60 FEET; SOUTH 19°57'36" EAST, A DISTANCE OF 50.00 FEET; SOUTH 70°02'24" WEST; A DISTANCE OF 124.00 FEET; SOUTH 19°57'36" EAST, A DISTANCE OF 495.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 522.96 FEET AND A CENTRAL ANGLE OF 35°32'20", THENCE RUN SOUTHEAST ALONG THE ARC OF SAID CURVE A DISTANCE OF 324.38 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 89°59'28" WEST ALONG THE NORTH LINE OF THE SOUTH 235.00 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, A DISTANCE OF 517.99 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN NORTH 00°45'20" WEST ALONG SAID EAST LINE, A DISTANCE OF 791.90 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°53'53" WEST, A DISTANCE OF 1342.71 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°22'01" WEST ALONG SAID WEST LINE, A DISTANCE OF 1119.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY LAND CONTAINED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5551, PAGE 2688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

FOR A POINT OF REFERENCE, BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF WAY LINE OF INTERSTATE HIGHWAY 4, AND THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 4139, AND RUN NORTH 24°27'12" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 434.81 FEET; THENCE RUN NORTH 19°05'23" WEST, CONTINUTING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.02 FEET; THENCE RUN NORTH 20°00'50" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 371.26 FEET; THENCE RUN SOUTH 89°00'48" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 671.24 FEET, TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY INE OF INTERSTATE HIGHWAY 4 AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5879.65 FEET AND A CHORD WHICH BEARS SOUTH 21°51'47"

WEST, FOR A DISTANCE OF 890.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°41’18” FOR A LENGTH OF 891.59 FEET TO THE POINT OF BEGINNING.

"EXHIBIT B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Z23-250, Application of

D.R. Horton, Inc.

ORDINANCE # _____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM SUMMIT PLACE PD

TO

THE FIRST AMENDED AND RESTATED SUMMIT PLACE PD (PLANNED

DEVELOPMENT)

The application of D.R. Horton, Inc., hereinafter, "Applicant," for rezoning was heard by and before the City Commission, DeLand Florida, on _____. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on March 13, 2024, and otherwise 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.

C. That the Official Zoning Map of the City of DeLand is hereby amended to show the rezoning of said parcel to First Amended and Restated Summit Place PD.

D. That the City of DeLand Land Development Regulations Ordinance #2013-11, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict between Land Development Regulations Ordinance #2013-11, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance #2013-11, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The City of DeLand, the Applicant or Unified Owner(s) will ensure overall compliance with this Ordinance.

E. Unless otherwise provided for herein, the City of DeLand's Land Development Regulations, Ordinance # 2013-11, as amended, shall apply to the First Amended and Restated Summit Place PD in the same manner as the R-16 (with respect to any residential development) and C-2 (with respect to any non-residential development) zoning classifications.

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

DEVELOPMENT AGREEMENT

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

The purpose and intent of the First Amended and Restated Summit Place PD is to create a scenic entryway to the City of DeLand along CR 4139 with a balanced mixture of urban land uses to protect and enhance the natural and built environment. The goal is to attract a mix of high-quality office, retail, residential and ancillary support commercial uses so that complementary uses can be located in close proximity to facilitate walking, bicycling and the use of local roads for trips from home to work or school and shopping. This First Amended and Restated Summit Place PD severs the previously connected two development agreements known as the "Summit Place PD" and the "Gateway East PD"

1. Planned Development Plan The Planned Development Plan shall consist of the Development Plan Map prepared by Zev Cohen & Associates, Inc. bearing a final revision date of August 23, 2023 and this Development Agreement. The Development Plan Map is hereby approved and incorporated in this Ordinance by reference as Exhibit B. The Planned Development Plan shall be filed and retained for public inspection in the Planning Department, and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. The foregoing notwithstanding, minor amendments

not altering the intent and purpose of the Planned Development Plan may be approved by the Planning Director after such departmental comment as he or she deems appropriate. The Planning Director may not authorize administrative amendments which change approved land uses or location thereof, the development standards set forth in Section E of this Development Agreement, or any special condition or specific requirement of this Development Agreement. In the event the City adopts a minor amendment process in its land development code, then the adopted code provisions for such process shall control the process for minor amendments to this Planned Development Plan.

3. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a combined preliminary and final plat of the area to be subdivided shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development Regulations, Ordinance #2013-11, as amended.

4. Final Site Plan Approval. For development activity that requires site plan review and approval in addition to subdivision, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article 12 of the City of DeLand, Land Development Regulations Ordinance #2013-11, as amended, prior to any construction, including clearing and grading.

5. Easements for Public and Private Facilities. Planning, design and construction of all connections and extensions to potable water, sanitary sewer and electrical power lines shall be the responsibility of the Developer and shall be reviewed and approved by the City as part of the subdivision or site plan application process. Consistent with the applicable standards from the City of DeLand, all subdivisions or site plans shall make accommodations for the 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

b. Rear yard: 10 FT

c. Side yard:

i. Interior side yard: 0 FT

ii. Exterior side yard: 7.5 FT

4. Minimum floor area: 900 SF

5. Maximum building coverage for individual townhome lots: 85%*

6. Maximum building height: 35 FT

7. Maximum number of units: 300

8. Off-Street Parking: Parking shall adhere to the City of DeLand Land Development Regulations Ordinance #2013-11, as amended, except, guest parking shall be at a rate of 0.33 parking spaces per unit. Enforcement of parking and maintenance of the access road shall be the responsibility of the property owners' association.

*Any build to rent or residential project that requires a site plan shall not exceed 70% impervious surface.

Commercial Structures:

1. Minimum lot area: 9,000 s.f.

2. Minimum lot width: 75 feet

3. Minimum building setbacks:

a. Front yard: 20 ft.

b. Rear yard

- 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.. All mulching will be conducted in accordance with the most current version

of the Florida Green Industries Best Management Practices (BMPs) handbook guidelines. Mowing in common areas shall be done in accordance with the most current version of the Florida Green Industries BMPs handbook and by certified landscaping contractors. Mowing adjacent to swales shall be performed such that no clippings are deposited into any swales or water bodies. All clippings that may have been deposited on impervious surfaces will be swept back into the vegetated area. All pesticide applications in common areas shall be done by a certified professional in accordance with the most current version of the Florida Green Industries BMPs handbook.

A buffer standard "C" as per the City of DeLand Land Development Regulations shall apply to the perimeter of the First Amended and Restated Summit Place PD at a width of 40-foot average with a minimum of 25 feet on W. McKenzie Road, except along the interstate where there shall be a 15-foot buffer at a buffer standard of "B".

2. Community Design Standards. The community design standards within the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended shall apply to the First Amended and Restated Summit Place PD.

3. Signage: Signage for the First Amended and Restated Summit Place PD shall be provided per the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended, except as provided herein. The entry 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, excluding any required right-of-way dedication areas, shall be maintained as shown on Exhibit

"B".

3. All Tree Protection Areas shall be maintained by the property owners' association.

4. The protection of Tatum Lake as a valuable asset shall be accomplished through wetland protection, wetland buffers, and stormwater runoff filtration. Development shall integrate wetlands and other environmentally sensitive lands into the open space network. This network should be linked to similar systems on the same property or adjacent properties.

5. Property adjacent to the First Amended and Restated Summit Place PD has been acquired by the City for conservation land. The applicant or its successors or assigns shall dedicate or otherwise provide any access or secondary access to such conservation area as may be required or deemed appropriate by the City during subdivision and / or site plan review. However, any such dedication or provision of land by the applicant or its successors or assigns shall be limited to such area or that is necessary to provide connectivity to such conservation area and the applicant agrees that any such dedication or provision of land is not an exaction by the City and is proportionate to the impact being created by the rezoning to the First Amended and Restated Summit Place PD.

6. The development of this Property shall be clustered such that it avoids and minimizes impacts to wetlands and other environmentally sensitive areas.

7. All master lighting on the Property shall utilize DarkSky compliant light fixtures, to the degree feasible. 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. Low Impact Design Elements: The following Low Impact Development

elements shall be provided:

a. Stormwater Plantings. All stormwater ponds shall utilize supplemental plantings to enhance the functionality and/or aesthetics of the stormwater system. Littoral plantings shall be utilized if viability is likely – i.e. if a stormwater pond is designed to remain wet. If a pond is designed to remain dry and littoral plantings are unlikely to survive, the supplemental plantings shall be Florida Friendly plants.

b. Swales. If it is practicable to incorporate swales into the development, then bioswales will be provided which utilize Florida friendly plants that require 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.

G. Sewage Disposal and Potable Water. Provision for sewage disposal and potable water needs of the First Amended and Restated Summit Place 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. Other than as specifically provided for herein, provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance #2013-11, as amended and any applicable governmental regulations, and shall otherwise comply with the Low Impact Design elements otherwise set forth herein.

I. Access and Transportation System Improvements. All access and transportation

system improvements shall be provided in accordance with the Land Development Regulations, Ordinance #2013-11, as amended. The property shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Specific points of ingress and egress to the site are generally described on Exhibit B.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies. The Traffic Impact Analysis will include projected trips from the Lake Winnemissett Gateway Corridor land not included within this development agreement.

J. Building or Property Owners Association. The Applicant shall create one or more building or property owner's association(s) for both the residential and non-residential portions of the development. The charter and by-laws of said association(s) and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand at the time of creation. The Applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the Applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the First Amended and Restated Summit Place PD, the City of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand Land Development Regulations Ordinance #2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

K. Reverter Provision: The development rights granted herein shall vest as to any

portion of the property that has received a development order upon issuance of such development order. As to any portion of the property that has not received a final development order (final plat or site plan) within ten (10) years of approval of this Development Agreement the Planned Development Plan shall expire and will be of no further force or effect and no development shall occur on such portions of the property until rezoned. The City Commission may rezone the any portion of the property as to which the Planned Development Plan has expired as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare.

L. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The First Amended and Restated Summit Place PD zoning, provisions of the "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.

1

ATTEST: City Commission of DeLand Florida

_____ _____

Michael Pleus Christopher M. Cloudman
City Manager 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:_____

WITNESSES:

D.R. Horton, Inc.

_____ By: _____

Print Name _____ _____, Manager

_____

Print Name _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as Manager of D.R. Horton, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

Type or Print Name:

_____

Commission #:_____

My Commission Expires:_____

WITNESSES:

DEPROP, LLC

_____ By: _____

Print Name _____ _____, Manager

_____

Print Name _____

STATE OF _____
COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as Manager of DEPROP, LLC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

Type or Print Name:

_____

Commission #:_____

My Commission Expires:_____

EXHIBIT "A"

Legal Description

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT SOUTHEAST CORNER OF THE NORTH 7 CHAINS OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, AND RUN SOUTH 00°22'01" EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, A DISTANCE OF 97.23 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89° 34'48" EAST, A DISTANCE OF 115.05 FEET; THENCE RUN NORTH 39°30'34" EAST, A DISTANCE OF 234.81 FEET; THENCE RUN NORTH 73°26'58" EAST, A DISTANCE OF 328.99 FEET; THENCE RUN SOUTH 83°07'08" EAST, A DISTANCE OF 228.92 FEET; THENCE RUN NORTH 73°54'21" EAST, A DISTANCE OF 159.10 FEET; THENCE RUN SOUTH 47°20'56" EAST, A DISTANCE OF 117.55 FEET; THENCE RUN SOUTH 26°45'29" EAST, A DISTANCE OF 216.76 FEET; THENCE RUN NORTH 65°29'38" EAST, A DISTANCE OF 327.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 4139 AS RECORDED ON RIGHT OF WAY MAP SECTIONS 79070-2505 AND 79110 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING 6 COURSES ALONG SAID WESTERLY RIGHT OF WAY: SOUTH 19°57'26" EAST, A DISTANCE OF 1100.55 FEET; SOUTH 70°04'49" WEST, A DISTANCE OF 14.60 FEET; SOUTH 19°57'36" EAST, A DISTANCE OF 50.00 FEET; SOUTH 70°02'24" WEST; A DISTANCE OF 124.00 FEET; SOUTH 19°57'36" EAST, A DISTANCE OF 495.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 522.96 FEET AND A CENTRAL ANGLE OF 35°32'20", THENCE RUN SOUTHEAST ALONG THE ARC OF SAID CURVE A DISTANCE OF 324.38 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 89°59'28" WEST ALONG THE NORTH LINE OF THE SOUTH 235.00 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE AFOREMENTIONED SECTION 24, A DISTANCE OF 517.99 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE RUN NORTH 00°45'20" WEST ALONG SAID EAST LINE, A DISTANCE OF 791.90 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°53'53" WEST, A DISTANCE OF 1342.71 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 00°22'01" WEST ALONG SAID WEST LINE, A DISTANCE OF 1119.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY LAND CONTAINED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5551, PAGE 2688, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS:

FOR A POINT OF REFERENCE, BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF WAY LINE OF INTERSTATE HIGHWAY 4, AND THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 4139, AND RUN NORTH 24°27'12" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 434.81 FEET; THENCE RUN NORTH 19°05'23" WEST, CONTINUTING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 99.02 FEET; THENCE RUN NORTH 20°00'50" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 371.26 FEET; THENCE RUN SOUTH 89°00'48" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 671.24 FEET, TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY INE OF INTERSTATE HIGHWAY 4 AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5879.65 FEET AND A CHORD WHICH BEARS SOUTH 21°51'47"

WEST, FOR A DISTANCE OF 890.73 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°41’18” FOR A LENGTH OF 891.59 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

PD Plan

EXHIBIT "C"

Phasing Plan

EXHIBIT "A"

Legal Description

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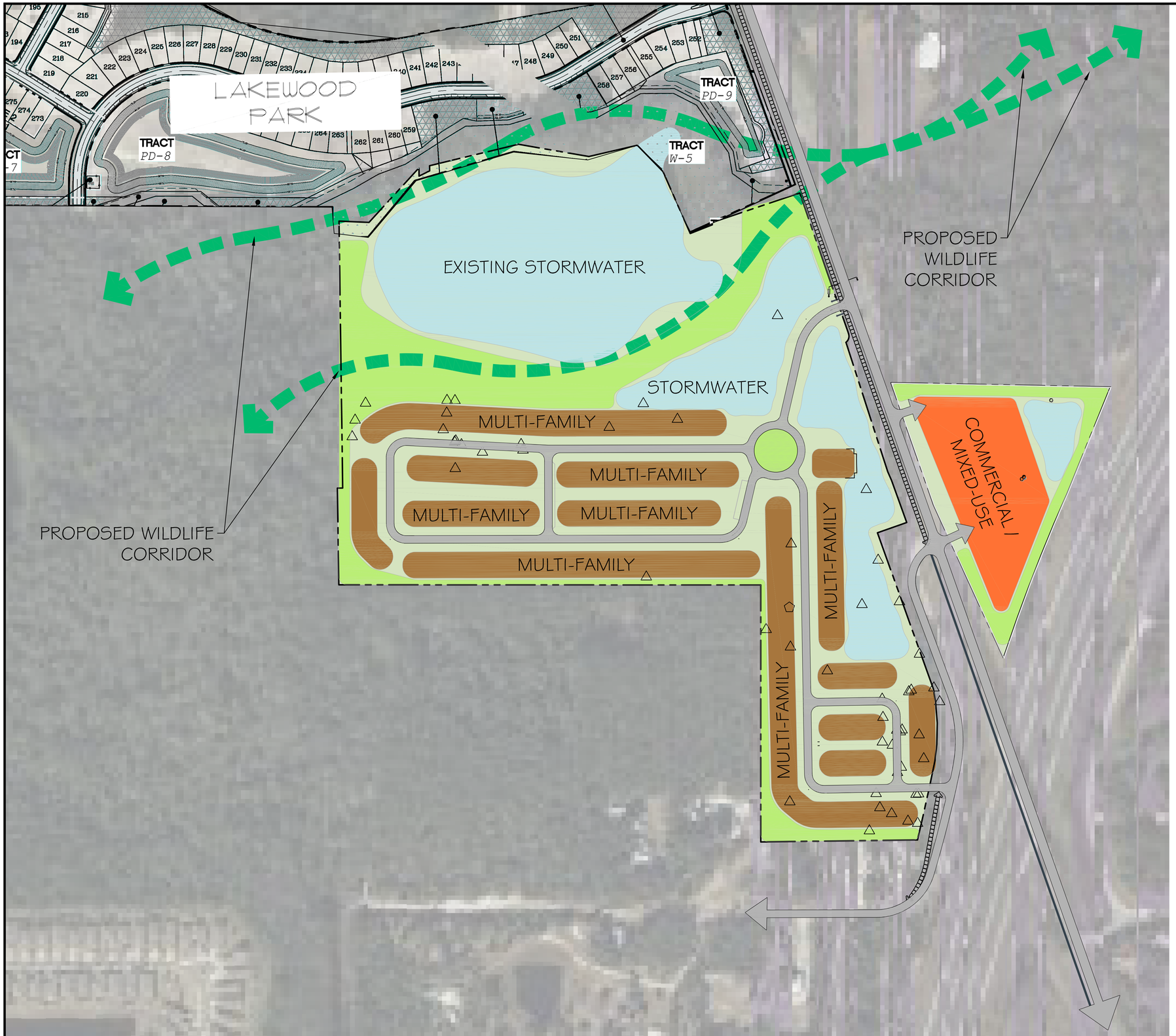


CONCEPT GRAPHICS SCHEDULE

2023-05-25 08:15

- EXISTING SPECIMEN TREE
- EXISTING HISTORIC TREE
- WILDLIFE CORRIDOR
- MULTI-MODAL TRAIL

ZONING SCHEDULE

2023-07-24 14:56

SYMBOL	NOTES	ACRES
	STORMWATER AREA	3.14
	MULTI-FAMILY	300 UNITS
	COMMERCIAL/ MIXED-USE	75,000 SF
	OPEN SPACE	10.25
	SIDEWALK	

0 125 250 275 500

SCALE : 1" = 250'

CONCEPTUAL PLAN NOTES:

1. EXISTING ZONING: PLANNED DEVELOPMENT
2. 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.
3. THIS CONCEPT PLAN REPRESENTS A POTENTIAL LAYOUT THAT WILL BE USED FOR ASSESSING THE TRAFFIC IMPACTS THAT COULD RESULT FROM DEVELOPMENT OF THE PROPERTY.
4. THIS CONCEPTUAL PLAN IS NOT INTENDED TO IMPLY OWNERSHIP OF THE LAND SHOWN HEREON.
5. 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.
6. 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.
7. THE STORMWATER MANAGEMENT SYSTEM ON THIS CONCEPTUAL PLAN IS PRELIMINARY BASED ON THE BEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE.
8. 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.
9. SIDEWALK WILL BE PROVIDED ADJACENT TO ALL FRONTAGE ROADS/CONNECTOR ROADS. SIDEWALK HAS NOT BEEN SHOWN DUE TO GRAPHIC CONSTRAINTS.
10. 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 CITYS LAND DEVELOPMENT REGULATIONS.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #26)
(EB #458)

NO.	DATE	REVISIONS	BY
01	10/7/22	REVISED PER CLIENT COMMENT	JES
02	5/31/23	REVISED PER CLIENT COMMENT	
03	7/22/23	REVISED PER CITY COMMENTS	
04	8/23/23	REVISED PER CITY COMMENTS	

FOR REVIEW ONLY NOT FOR CONSTRUCTION

DELAND GATEWAY / DEPROP
TIA
CONCEPTUAL PLAN

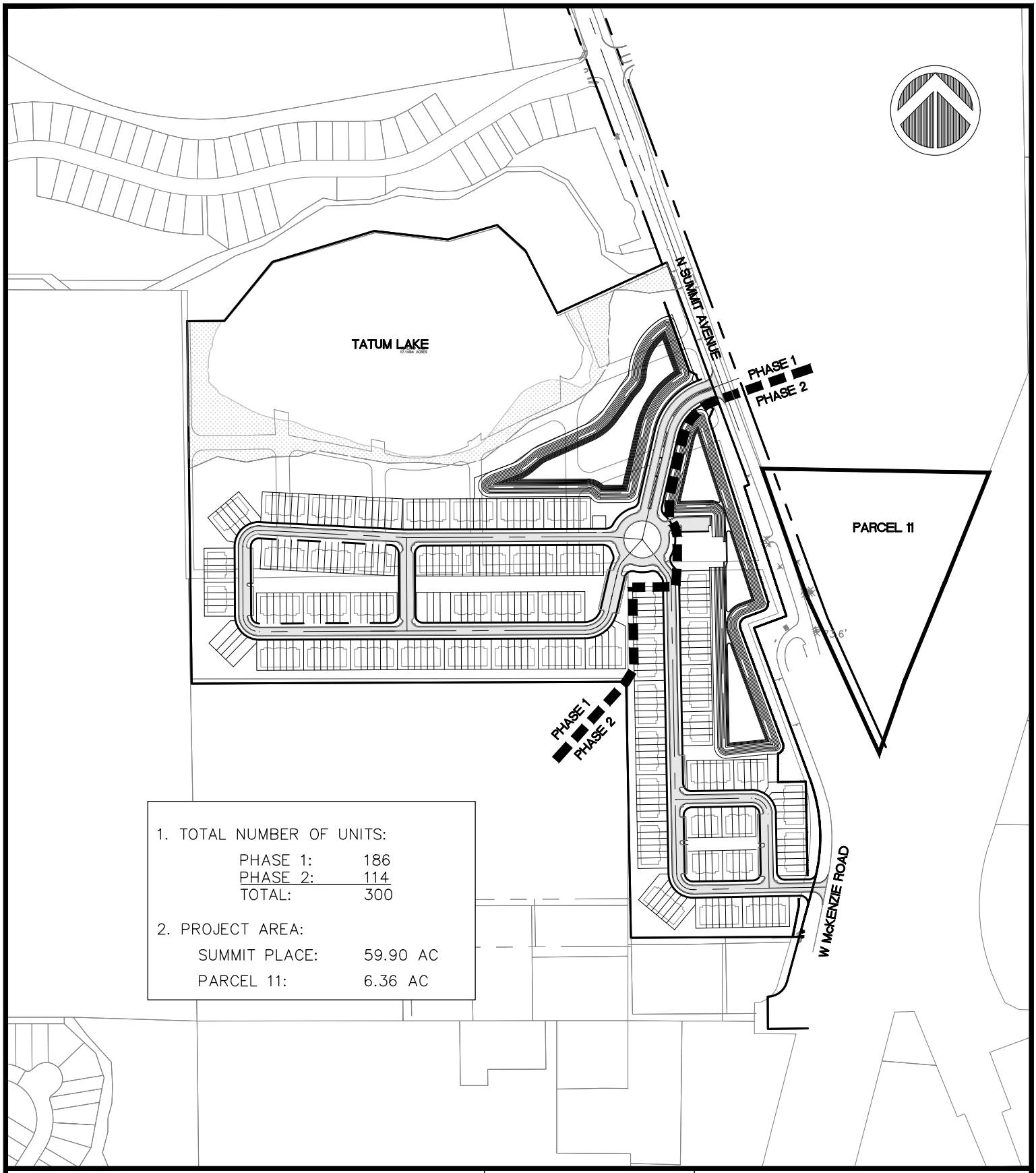
VOLUSIA COUNTY, FLORIDA

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:
XREFS:

SCALE: 1" = 150'

SHEET: EX1 OF 2



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:

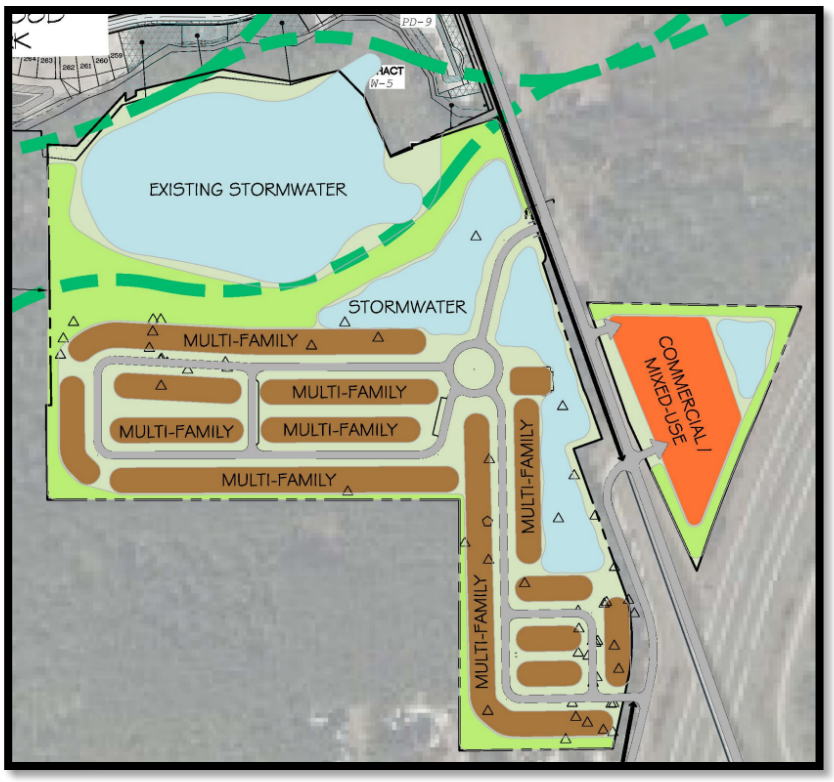
Location: SW of Daytona State College, NW corner of I-4 and N. Summit Ave. (County Road 4139) and portion of NE corner of I-4 and N. Summit Ave. (County Road 4139)
Parcel Size: ± 66.46 acres
Land Use: Gateway/Activity Center
Existing Zoning: PD (Planned Development)
Existing Use: Vacant

	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.

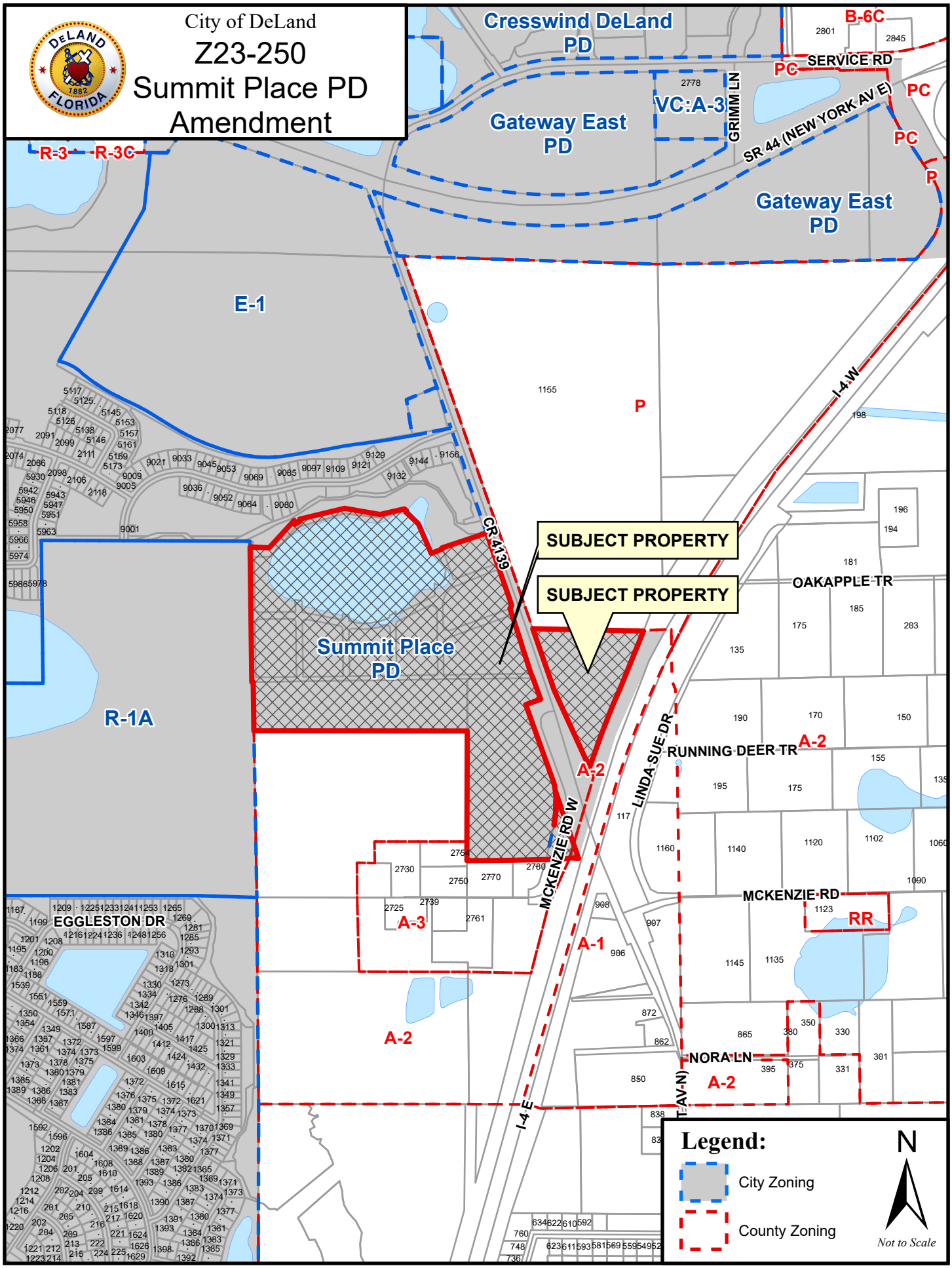
A multi-modal trail is proposed in front of the development to allow for variety of transportation alternatives to surrounding uses, such as Daytona State College and future development of the area. At the time of subdivision review, the City and Developer may also explore options City acquisition of 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
Cresswind DeLand PD
Gateway East PD
Gateway East PD
VC:A-3
GRIMM LN
SERVICE RD
SR 44 (NEW YORK AV E)
B-6C
PC
PC
PC
P
R-3
R-3C
E-1
P
I-4 W
SUBJECT PROPERTY
SUBJECT PROPERTY
Summit Place PD
R-1A
CR 4139
OAKAPPLE TR
RUNNING DEER TR
LINDA SUE DR
MCKENZIE RD W
MCKENZIE RD
EGGLESTON DR
A-2
A-3
A-1
A-2
RR
A-2
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I-4 E
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City Zoning
County Zoning
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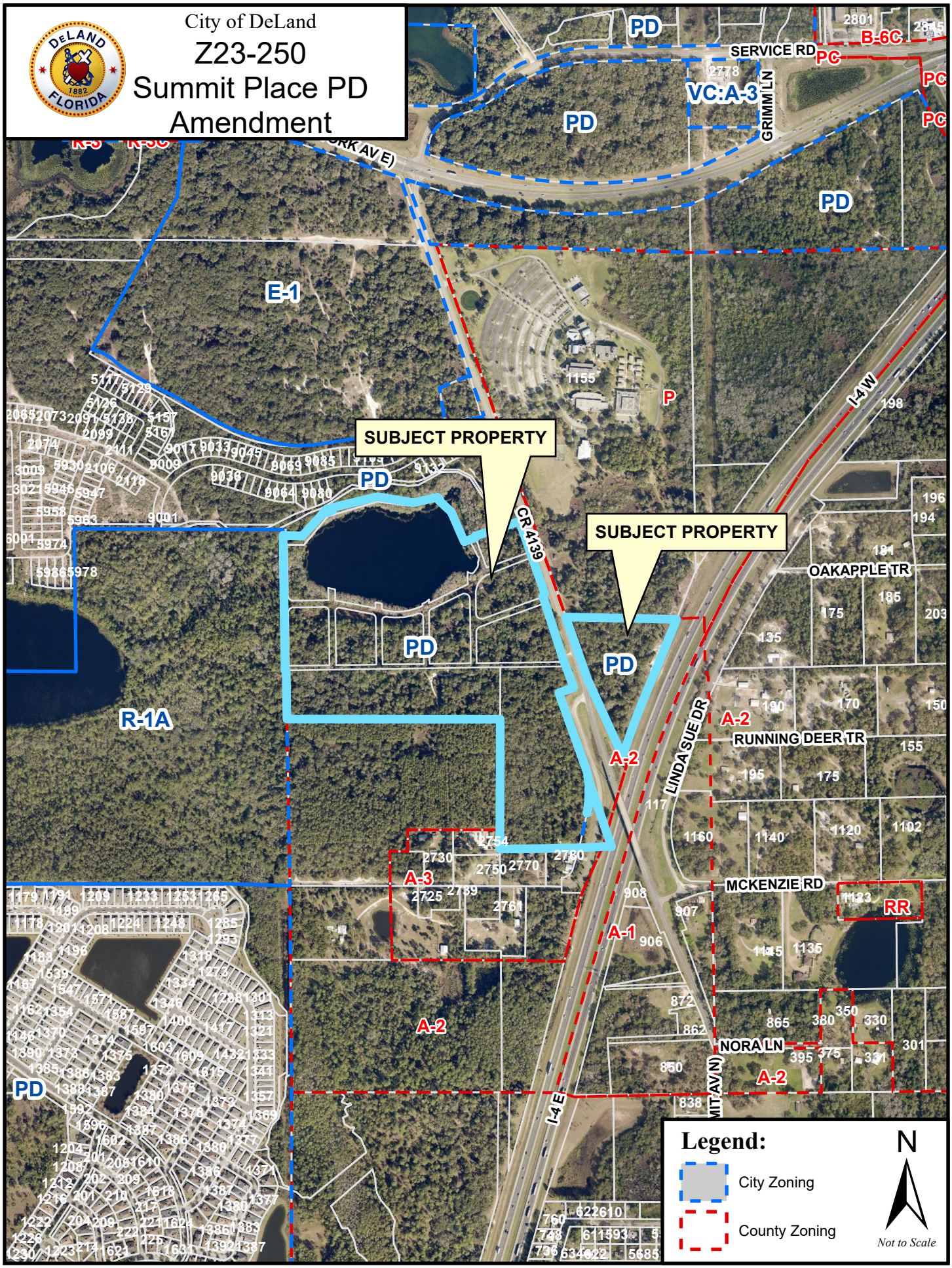

City of DeLand
Z23-250
Summit Place PD Amendment
SUBJECT PROPERTY
SUBJECT PROPERTY
PD
E-1
R-1A
A-1
A-2
A-3
P
RR
B-6C
PC
VC:A-3
SERVICE RD
GRIMM LN
CR 4139
I-4 W
I-4 E
LINDA SUE DR
OAKAPPLE TR
RUNNING DEER TR
MCKENZIE RD
NORA LN
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Second Reading of Ordinance No. 2024-26, Amending and Restating the Gateway East Planned Development Agreement. (1st Rdg. 05-06-24).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2024-26.Gateway East, Exhibit A - Legal Description, Exhibit B - Gateway PD, Exhibit A - Legal Description, Exhibit B -Concept Plan, Property Survey - North, Property Survey - South, Staff Report - Gateway East PD Rezone, Z23-259 Zoning Map, Z23-259 Aerial Map

APPROVED BY: Michael Pleus, City Manager, May 16, 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.

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.

The City Commission approved first reading with conditions at their May 5, 2024 meeting.

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 aprove second 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 - 26

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 20th day of May, 2024.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: May 06, 2024
Adopted on second reading: May 20, 2024

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

LEGAL DESCRIPTION - NORTH PROPERTY

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 2920.11 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 104.94 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 622.93 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 9.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 613.72 FEET AND A CHORD WHICH BEARS NORTH 60°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 504.19 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 59.88 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2920.11 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.

AND

PARCEL 5 (SUPPLIED BY CLIENT) - SOUTHERLY PROPERTY

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 1669.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4139; THENCE RUN NORTH 19°57'26" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4139, A DISTANCE OF 161.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 597.11 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4139
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 4139 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 3116.96 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 992.11 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°25'09" EAST A DISTANCE OF 126.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'49" 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.

"EXHIBIT B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Z23-259, Application of

DeProp, LLC

ORDINANCE # _____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM GATEWAY EAST PD

TO

THE FIRST AMENDED AND RESTATED GATEWAY EAST PD (PLANNED

DEVELOPMENT)

The application of DeProp, LLC, hereinafter, "Applicant," for rezoning was heard by and before the City Commission, DeLand Florida, on _____. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on March 13, 2024, and 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.

C. That the Official Zoning Map of the City of DeLand is hereby amended to show the rezoning of said parcel to First Amended and Restated Gateway East PD.

D. That the City of DeLand Land Development Regulations Ordinance #2013-11, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict between Land Development Regulations Ordinance #2013-11, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance #2013-11, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The City of DeLand, the Applicant or Unified Owner(s) will ensure overall compliance with this Ordinance.

E. Unless otherwise provided for herein, the City of DeLand's Land Development Regulations, Ordinance # 2013-11, as amended, shall apply to the First Amended and Restated Gateway East PD in the same manner as the R-16 (with respect to any residential development) and C-2 (with respect to any non-residential development) zoning classifications.

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

The City Commission of the City of DeLand, Florida, a chartered municipal corporation

located in Volusia County, Florida, previously approved a development agreement on October 20, 2014, binding DeProp, LLC, a Florida limited liability company, and their successors and assigns, to the terms and provision of the Gateway East PD (Planned Development) adopted by Ordinance # 2014-21. This Amended and Restated Development Agreement applies to the same property as in Ordinance # 2014-21, which is more particularly described in the attached Exhibit "A".

The Parties hereto hereby agree to modify, amend, and restate, in whole, said development agreement with the following provisions:

A. Development Concept. This Development Agreement has been drafted to sever the property from the Gateway East PD (Planned Development) and amend and restate the entitlements for the property with a new planned development agreement known as the Amended and Restated Gateway East PD (Planned Development). The property shall be developed as a PD substantially in accordance with the Planned Development Plan as defined below. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

The purpose and intent of the Gateway East PD is to create a scenic entryway to the City of DeLand along SR 44 with a balanced mixture of urban land uses to protect and enhance the natural and built environment. The goal is to attract a mix of high-quality office, retail, multi-family residential and ancillary support commercial uses so that complementary uses can be located in close proximity to facilitate walking, bicycling and the use of the local roads for trips from home to work or school and shopping.

1. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by Zev Cohen & Associates, Inc. and dated January 23, 2024 and this Development Agreement. The Development Plan Map is hereby approved and

incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department, and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. The foregoing notwithstanding, minor amendments not altering the intent and purpose of the Planned Development Plan may be approved by the Planning Director after such departmental comment as he or she deems appropriate. The Planning Director may not authorize administrative amendments which change approved land uses or the location of district boundaries as depicted on the Development Plan Map, the development standards set forth in Section E of this Development Agreement, or any special condition or specific requirement of this Development Agreement. No amendment to this Planned Development Plan shall be required in order to shift the location of specific uses from where uses are shown on the Development Plan Map, so long as the type of use proposed for development is located within the district corresponding to that type of use on the Development Plan Map.

In the event the City adopts a minor amendment process in its land development code, then the adopted code provisions for such process shall control the process for minor amendments to this Planned Development Plan.

3. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a combined preliminary and final plat of the area to be subdivided shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development Regulations, Ordinance #2013-11, as amended.

4. Final Site Plan Approval. For development activity that requires site plan review and approval in addition to subdivision, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article 12 of the City of DeLand, Land Development Regulations Ordinance #2013-11, as amended prior to any construction, including clearing and grading.

5. Easements for Public and Private Facilities. Planning, design and construction of all connections and extensions to potable water, sanitary sewer and electrical power lines shall be the responsibility of the Developer and shall be reviewed and approved by the City as part of the subdivision or site plan application process. Consistent with the applicable standards from the City of DeLand, all subdivisions or site plans shall make accommodations for the 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. The Gateway PD may be developed and subdivided in one or multiple phases, consistent with the Planned Development Plan, so long as such subdivision complies with the provisions of this Agreement. 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, 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, expect 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

material. All mulching will be conducted in accordance with the most current version of the Florida Green Industries Best Management Practices (BMPs) handbook guidelines. Mowing in common areas shall be done in accordance with the most current version of the Florida Green Industries BMPs handbook and by certified landscaping contractors. Mowing adjacent to swales shall be performed such that no clippings are deposited into any swales or water bodies. All clippings that may have been deposited on impervious surfaces will be swept back into the vegetated area. All pesticide applications in common areas shall be done by a certified professional in accordance with the most current version of the Florida Green Industries BMPs handbook.

11. The community design standards within the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended shall apply to the Gateway East PD.

12. Unless otherwise specified, signage for the Gateway East PD shall be provided per the City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

13. Low Impact Design Elements: The following Low Impact Development elements shall be provided:

a. Stormwater Plantings. All stormwater ponds shall utilize supplemental plantings to enhance the functionality and/or aesthetics of the stormwater system. Littoral plantings shall be utilized if viability is likely – i.e. if a stormwater pond is designed to remain wet. If a pond is designed to remain dry and littoral plantings are unlikely to survive, the supplemental plantings shall be Florida Friendly plants.

b. Swales. If it is practicable to incorporate swales into the development, then bioswales will be provided which utilize Florida friendly plants that require 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. 1,886 (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

		property
		10 ft. adjacent to all other
c. Side yard:		25 ft. when from project perimeter
		abutting residentially zoned
		property
		20 ft. when abutting a street
		10 ft. adjacent to all other

4. Maximum building height: 80 ft.

5. Maximum impervious surface: 70%

6. Off-Street Parking: Parking shall adhere to the City of DeLand Land Development Regulations Ordinance #2013-11, as amended, however, the visitor/guest off-street parking requirement for cluster/multifamily development shall be a minimum of 0.33 spaces per unit.

7. Unless otherwise specified, the development standards of the C-2 – General Commercial District, the City of DeLand Land Development Regulations Ordinance #2013-11, as amended, shall apply to those commercial uses listed in Paragraph D.

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 Gateway East 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 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.

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

1. Access. Specific points of ingress and egress to the site are generally described on the Planned Development Plan. All access and drives depicted on the Development Plan Map are illustrative/conceptual. Final access points and drives will be determined at the time of subdivision and/or site plan. Direct access on Lake Winnemissett Drive shall be discouraged.

2. Transportation System Improvements.

Transportation system improvements will be provided as required by permitting agencies. The Traffic Impact Analysis will include projected trips from the Lake Winnemissett Gateway Corridor land not included within this development agreement.

Notwithstanding the foregoing, a traffic impact analysis has been provided for future impacts of the development; however, the City recognizes that the actual development impacts may change due to the mixed-use nature of the project and projected future growth of the area. Therefore, in order to accommodate unanticipated development changes, Developer may allocate equivalent traffic trips identified within the traffic impact analysis approved by the City from one use category to another use, consistent with the use and entitlement restrictions in this Agreement. Equivalent traffic trips shall be based on trip generation rates in the latest Institute of Transportation Engineers (ITE) Trip Generation Manual.

3. Responsible Parties. Prior to approval of development, the Developer shall submit a monitoring/modeling program for the combined Summit Place and Gateway East PDs

for review and approval by the City of DeLand and Volusia County. If the parties cannot agree as to methodology of the monitoring/modeling study, the City of DeLand shall be final arbiter.

J. Building or Property Owners Association. The Applicant shall create one or more building or property owner's association(s) for both the residential and non-residential portions of the development. The charter and by-laws of said association(s) and any other agreements, covenants, easements or restrictions shall be furnished to the City of DeLand at the time of creation. The Applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the Applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the Gateway East PD, the City of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand Land Development Regulations Ordinance #2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

K. Reverter Provision: The development rights granted herein shall vest as to any portion of the property that has received a development order upon issuance of such development order. As to any portion of the property that has not received a final development order (final plat or site plan) within ten (10) years of approval of this Development Agreement the Planned Development Plan shall expire and will be of no further force or effect and no development shall occur on such portions of the property until rezoned. The City Commission may rezone the any portion of the property as to which the Planned Development Plan has expired as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare.

L. Binding Effect of Plans; Recording; and Effective Date. The Planned Development Plan, including any and all amendments shall bind and inure to the benefit of the Applicant and his successor in title or interest. The Gateway East PD zoning, provisions of the "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:
_____
Commission #:_____
My Commission Expires:_____

WITNESSES:

DEPROP, LLC

_____ By: _____

Print Name _____ _____, Manager

_____

Print Name _____

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as Manager of DEPROP, LLC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

Type or Print Name:

_____

Commission #:_____

My Commission Expires:_____

LEGAL DESCRIPTION - NORTH PROPERTY

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 2920.11 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 104.94 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 622.93 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 9.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 613.72 FEET AND A CHORD WHICH BEARS NORTH 60°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 504.19 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 59.88 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2920.11 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.

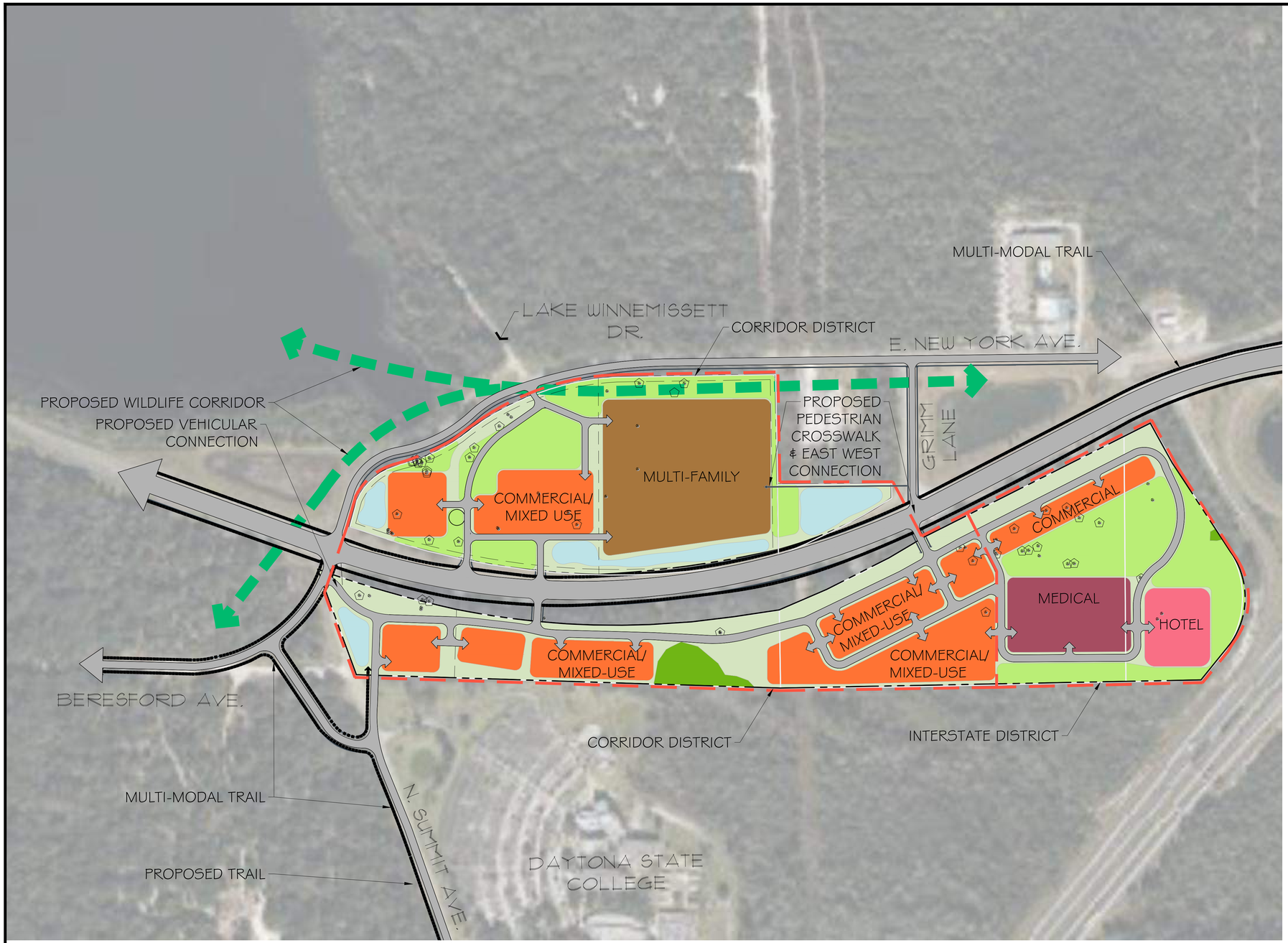
AND

PARCEL 5 (SUPPLIED BY CLIENT) - SOUTHERLY PROPERTY

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 1669.46 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4139; THENCE RUN NORTH 19°57'26" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4139, A DISTANCE OF 161.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 597.11 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF REALIGNED COUNTY ROAD 4139
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 4139 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 3116.96 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 992.11 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°25'09" EAST A DISTANCE OF 126.13 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°24'49" 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.

"EXHIBIT B"



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	

0 100 200 300 400

SCALE : 1" = 200'

CONCEPTUAL PLAN NOTES:

1. EXISTING ZONING: PLANNED DEVELOPMENT
2. 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.
3. THIS CONCEPT PLAN REPRESENTS A POTENTIAL LAYOUT THAT WILL BE USED FOR ASSESSING THE TRAFFIC IMPACTS THAT COULD RESULT FROM DEVELOPMENT OF THE PROPERTY.
4. THIS CONCEPTUAL PLAN IS NOT INTENDED TO IMPLY OWNERSHIP OF THE LAND SHOWN HEREON.
5. 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.
6. 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.
7. THE STORMWATER MANAGEMENT SYSTEM ON THIS CONCEPTUAL PLAN IS PRELIMINARY BASED ON THE BEST AVAILABLE INFORMATION AND IS SUBJECT TO CHANGE.
8. 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.
9. SIDEWALK WILL BE PROVIDED ADJACENT TO ALL FRONTAGE ROADS/CONNECTOR ROADS. SIDEWALK HAS NOT BEEN SHOWN DUE TO GRAPHIC CONSTRAINTS.
10. 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 CITYS LAND DEVELOPMENT REGULATIONS.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OVIEDO, FLORIDA 32765
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC 42)
(EB 6516)

NO.	DATE	REVISIONS	BY
01	3/2/23	REVISED PER CLIENT COMMENT	JES
02	5/31/23	REVISED PER CLIENT COMMENT	
03	7/22/23	REVISED PER CITY COMMENTS	
04	9/22/23	REVISED PER CITY COMMENTS	
05	1/23/24	REVISED PER CITY COMMENTS	
06	2/22/24	REVISED PER CITY COMMENTS	

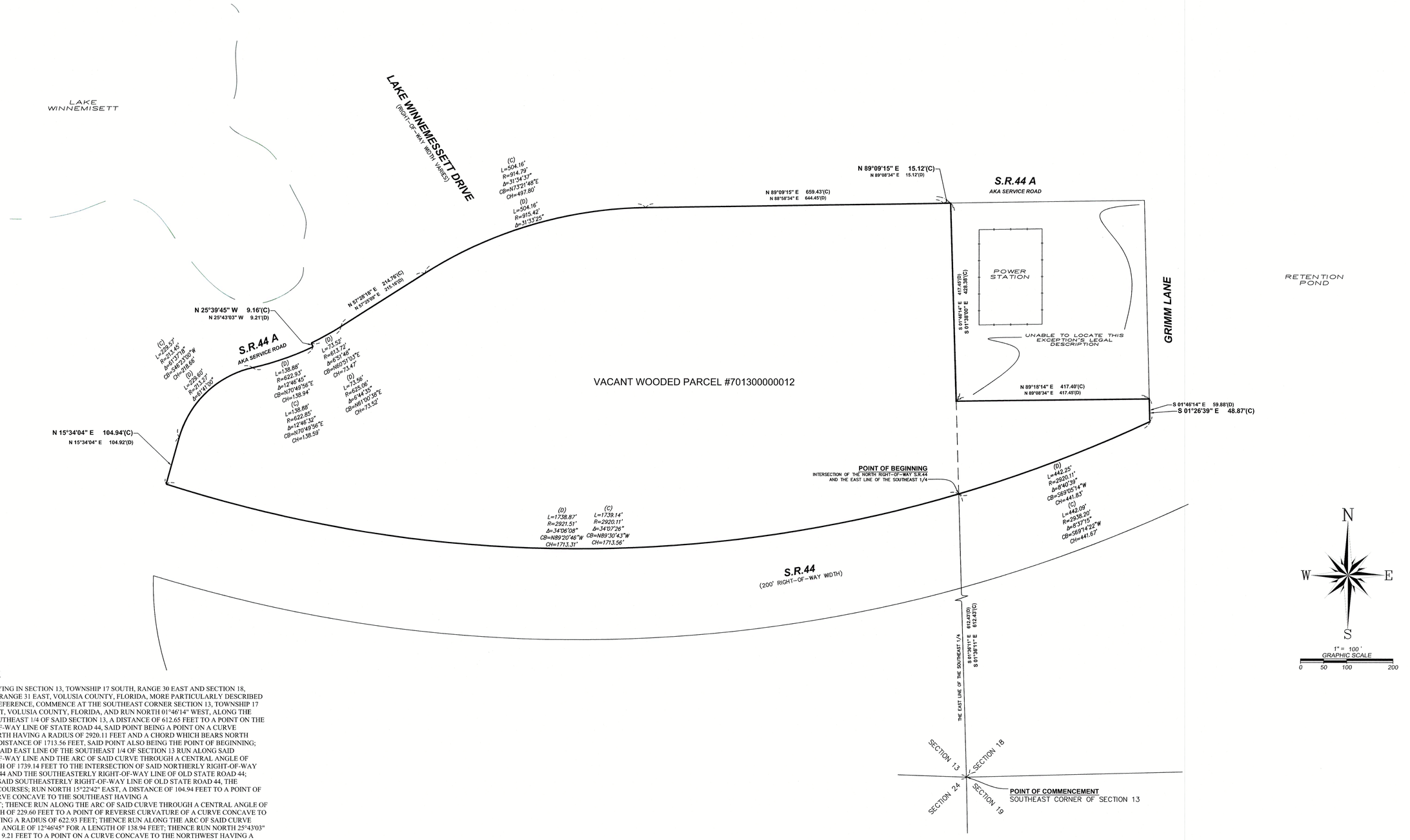
FOR REVIEW ONLY NOT FOR CONSTRUCTION

DELAND GATEWAY / DEPROP
TIA
CONCEPTUAL PLAN

CITY OF DELAND — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 21187
ISSUE DATE: 5/31/23
DESIGNED BY: JES
DRAFTED BY: JES
CHECKED BY: MK
DRAWING FILE: 21187 CONCEPT
XREFS:
XREFS:

SCALE: 1" = 200'
SHEET: EX2 OF 2



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 PO NT 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 2920.11 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 104.94 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 622.93 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 9.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 613.72 FEET AND A CHORD WHICH BEARS NORTH 60°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 504.19 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' 4" EAST, A DISTANCE OF 59.88 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2920.11 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.

NOTES:

THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, OF THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC.. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY CITY OF DELAND COMMUNITY #125155, PANEL #1212705O0 H DATED 2/19/2014. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.

ABBREVIATIONS:

A/C	= AIR CONDITIONER	E	= EAST	N	= NORTH
B.F.E.	= BASE FLOOD ELEVATION	ELEV	= ELEVATION	NAD	= NAIL AND DISK
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CM	= CONCRETE MONUMENT	IP	= IRON PIPE	P.O.L.	= PROPERTY LINE
CMP	= CORRUGATED METAL PIPE	IPC	= IRON PIPE AND CAP	POB	= POINT OF BEGINNING
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				TWP	= TOWNSHIP
				TYP.	= TYPICAL
				UGP	= UNDERGROUND DRAINAGE PIPE
				UGE	= UNDERGROUND ELECTRIC LINE
				UTY	= UTILITY
				W	= WEST
				WF	= WOOD FRAME
				W'LY	= WESTERLY
				WM	= WATER METER

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e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date:	Drawing Number:	Scale: 1"=100'
05-1-24	24-0167	Drawn By: JRE

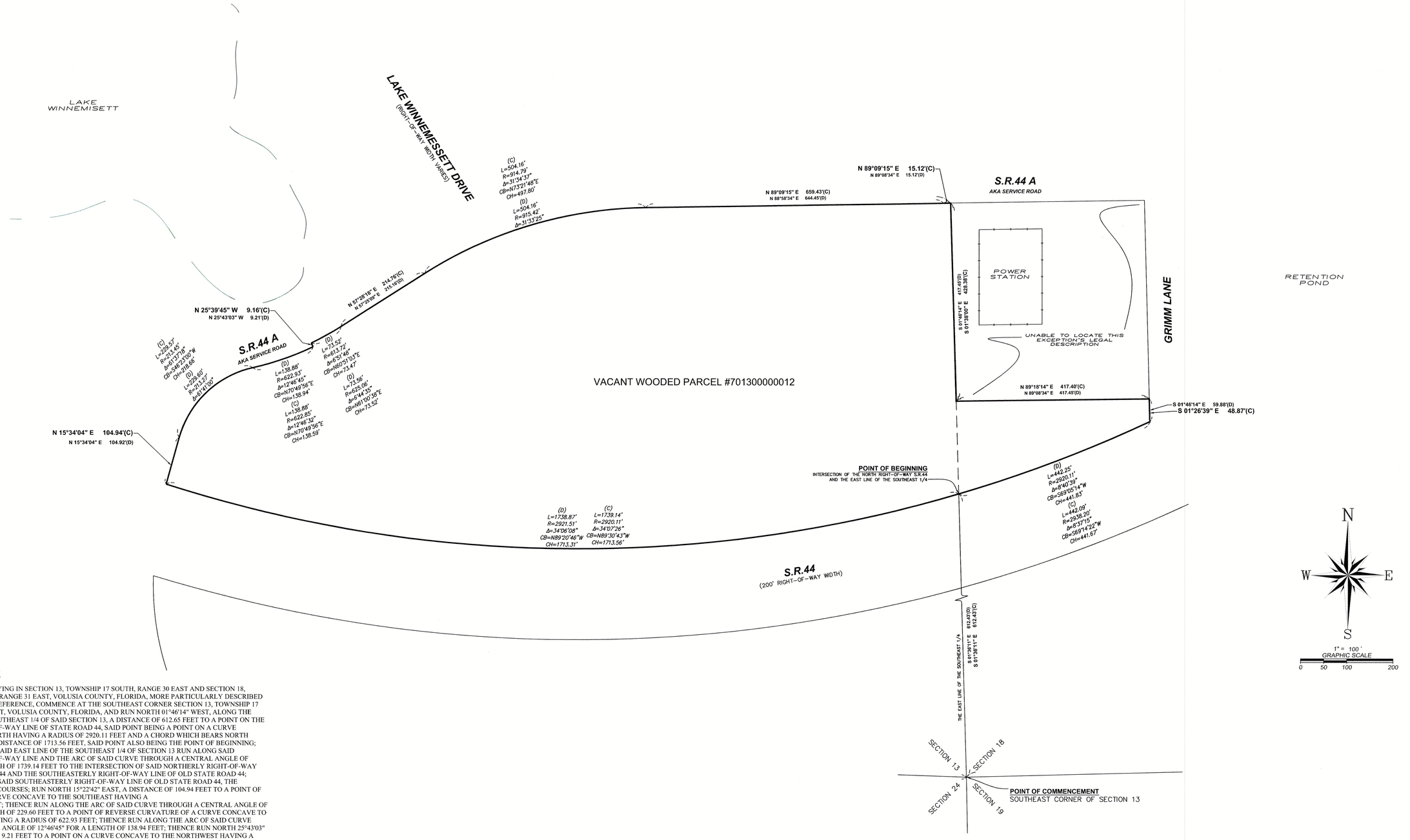
For: CHARLIE POSTOW

THIS IS A SKETCH OF DESCRIPTION

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LARRY E. EFIRD, JR.
Professional Surveyor & Mapper No. 5823

STATE OF FLORIDA
LARRY E. EFIRD, JR.
NO. 5823
PROFESSIONAL SURVEYOR AND MAPPER
05/1/2024



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 PO NT 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 2920.11 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 104.94 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 622.93 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 9.21 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 613.72 FEET AND A CHORD WHICH BEARS NORTH 60°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 504.19 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' 4" EAST, A DISTANCE OF 59.88 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2920.11 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.

NOTES:

THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, OF THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC.. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
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Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date:	Drawing Number:	Scale: 1"=100'
05-1-24	24-0167	Drawn By: JRE

For:

CHARLIE POSTOW

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LARRY E. EFIRD, JR.
Professional Surveyor & Mapper No. 5823

THIS IS A SKETCH OF DESCRIPTION

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:

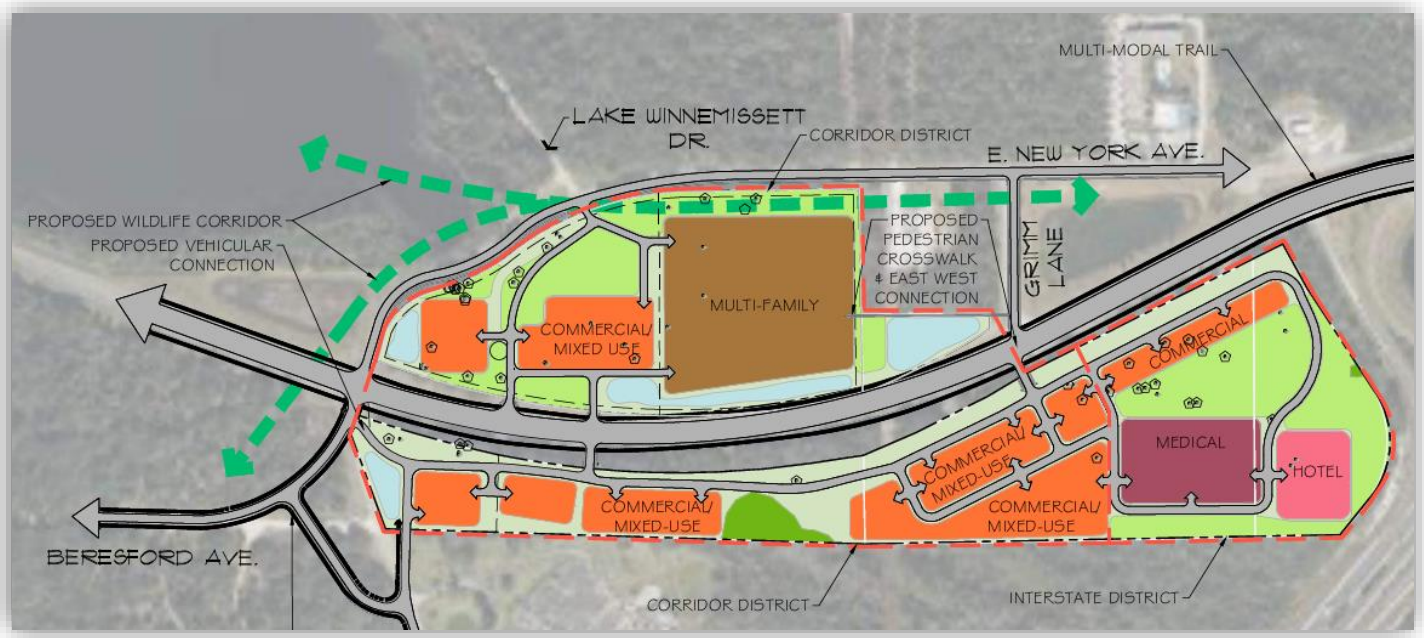
Location: North of Daytona State College, Along North & South of SR-44, between N. Summit (County Road 4139) and I-4
Parcel Size: ± 65.08 acres
Land Use: Gateway/Activity Center
Existing Zoning: PD (Planned Development)
Existing Use: Vacant

	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 of 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 Winnemisett, also located off-site but in close proximity. This PD amendment is proposing elements of low impact development (LID) design to accomidate 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 avoids 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.

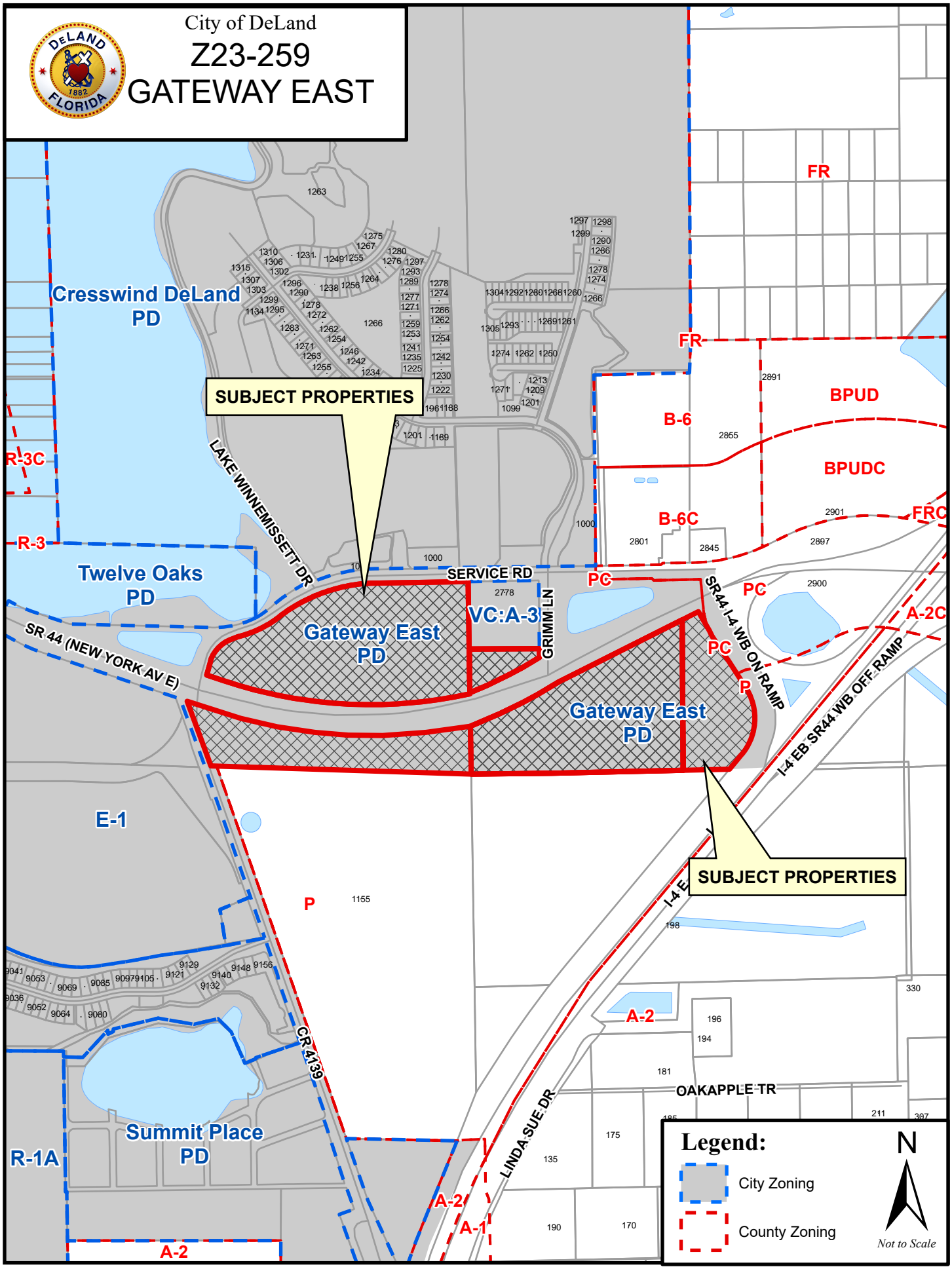
A multi-modal trail is proposed from this site to the South to allow for variety of transportation alternatives to surrounding uses, such as Daytona State College and future development of the area.

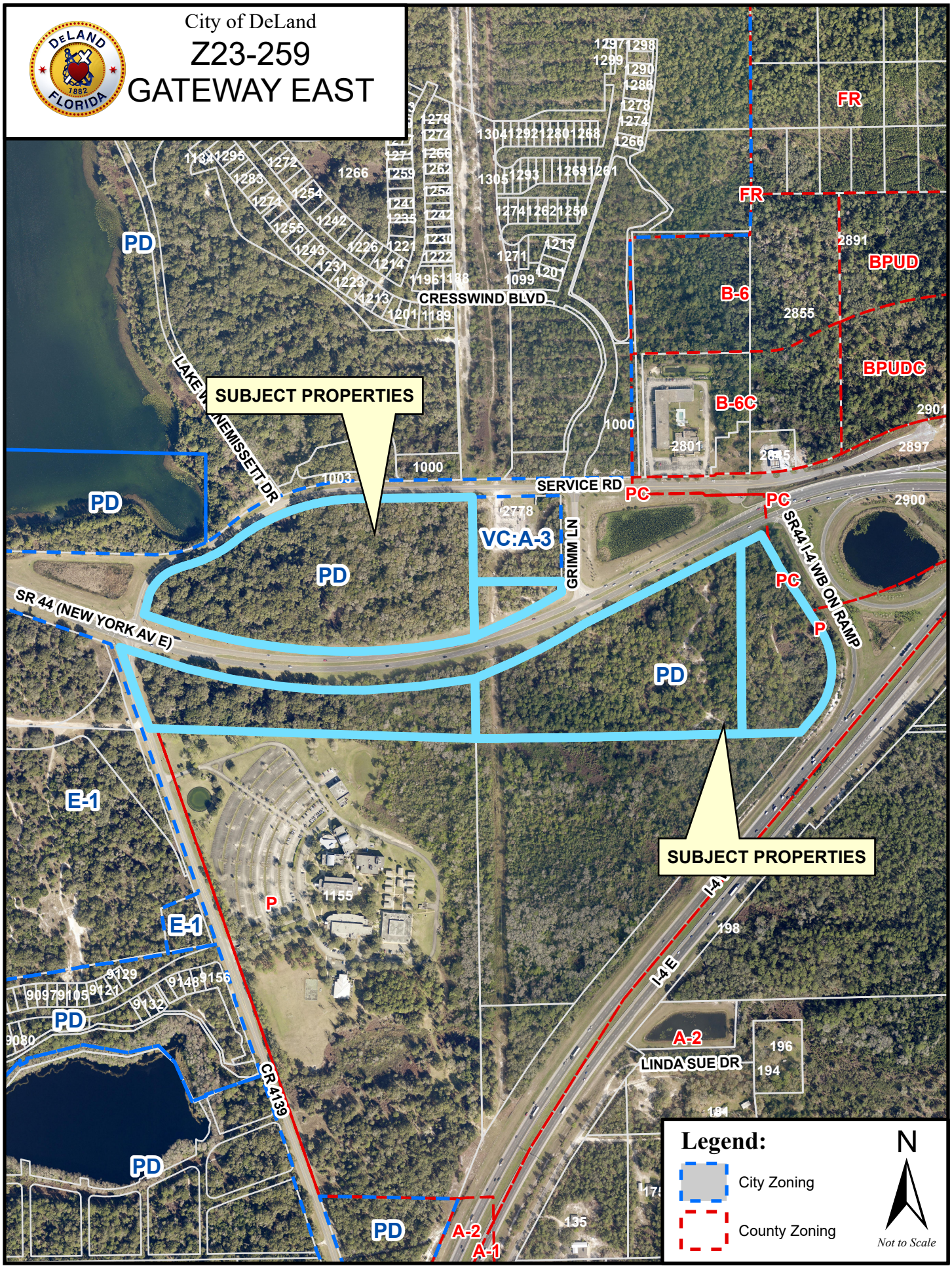
G. CONCLUSION:

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
Cresswind DeLand PD
Twelve Oaks PD
Gateway East PD
Gateway East PD
Summit Place PD
SUBJECT PROPERTIES
SUBJECT PROPERTIES
VC:A-3
FR
BPUD
BPUDC
B-6
B-6C
FRC
R-3C
R-3
R-1A
E-1
P
A-2
A-2
A-1
A-2C
PC
SERVICE RD
GRIMM LN
LAKE WINNEMISSETT DR
SR 44 (NEW YORK AV E)
SR44 I-4 WB ON RAMP
I-4 EB SR44 WB OFF RAMP
I-4 E
CR 4139
LINDA SUE DR
OAKAPPLE TR
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z23-259
GATEWAY EAST
SUBJECT PROPERTIES
SUBJECT PROPERTIES
CRESSWIND BLVD
SERVICE RD
GRIMM LN
LAKE WINNEMISSETT DR
SR 44 (NEW YORK AV E)
CR 4139
LINDA SUE DR
SR44 I-4 WB ON RAMP
I-4 E
PD
FR
BPUD
BPUDC
B-6
B-6C
PC
P
VC:A-3
E-1
A-2
A-1
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: First Reading of Ordinance Annexing 5.15 Acres of Property Located at 1605 North Kepler Road and the Adjacent Right-of-Way.

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, Z23-217 Metes & Bounds with Right of Way , Exhibit B-Map, AN23-217 Staff Report, AN23-217 Aerial

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

The subject property is located in unincorporated Volusia County and is currently zoned VC: I-1 (Light Industrial) and VC: R-4 (Urban Single Family), with a future land use designation of Industrial. It is owned by CFB Outdoors Inc., and the property is currently being used for outdoor storage for a contractor business. The applicant intends to continue the industrial uses and add an office.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

Annexing the property into the City's jurisdiction will subject it to the City's adopted policies and allow implementation of the City's Sustainability Action Plan.

FISCAL IMPACT:

Inclusion of this property into the City's tax roll will increase funds towards City services.

RECOMMENDATION:

Staff recommends the City Commission approve, on first reading, the annexation of ±5.15 acres of property into the city limits of DeLand.

BACKGROUND/DISCUSSION:

The current zoning of Volusia County R-4A does not allow industrial uses. The applicant is requesting annexation into the city for the purposes of utilizing the city's utilities and bringing the use of the property into conformity. This application is accompanied by a request for a future land use amendment (SMLU23-227) and a request for a rezone (Z23-228)

ORDINANCE NO. 2024 –

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 5.15 ACRES OF PROPERTY LOCATED AT 1605 NORTH KEPLER ROAD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Christopher Casey of Zahn Engineering, on behalf of the owner, CFB Outdoors, Inc., submitted a petition for annexation of approximately +/- 5.15 acres of land located at 1605 North Kepler Road; and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand, to the north, will not create an enclave if annexed, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described parcel of land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Christopher Casey of Zahn Engineering., on behalf of the owner, CFB Outdoors, Inc., totaling approximately +/- 5.15 acres, located at 1605 North Kepler Road is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

See legal description(s) attached hereto as Exhibit "A"

Parcel Identification No. 602601000690

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

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at _____, on _____, 2024, after notice published in accordance with Florida Statutes Section 171.044.

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

PASSED AND DULY ADOPTED this ___ day of _____, 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:

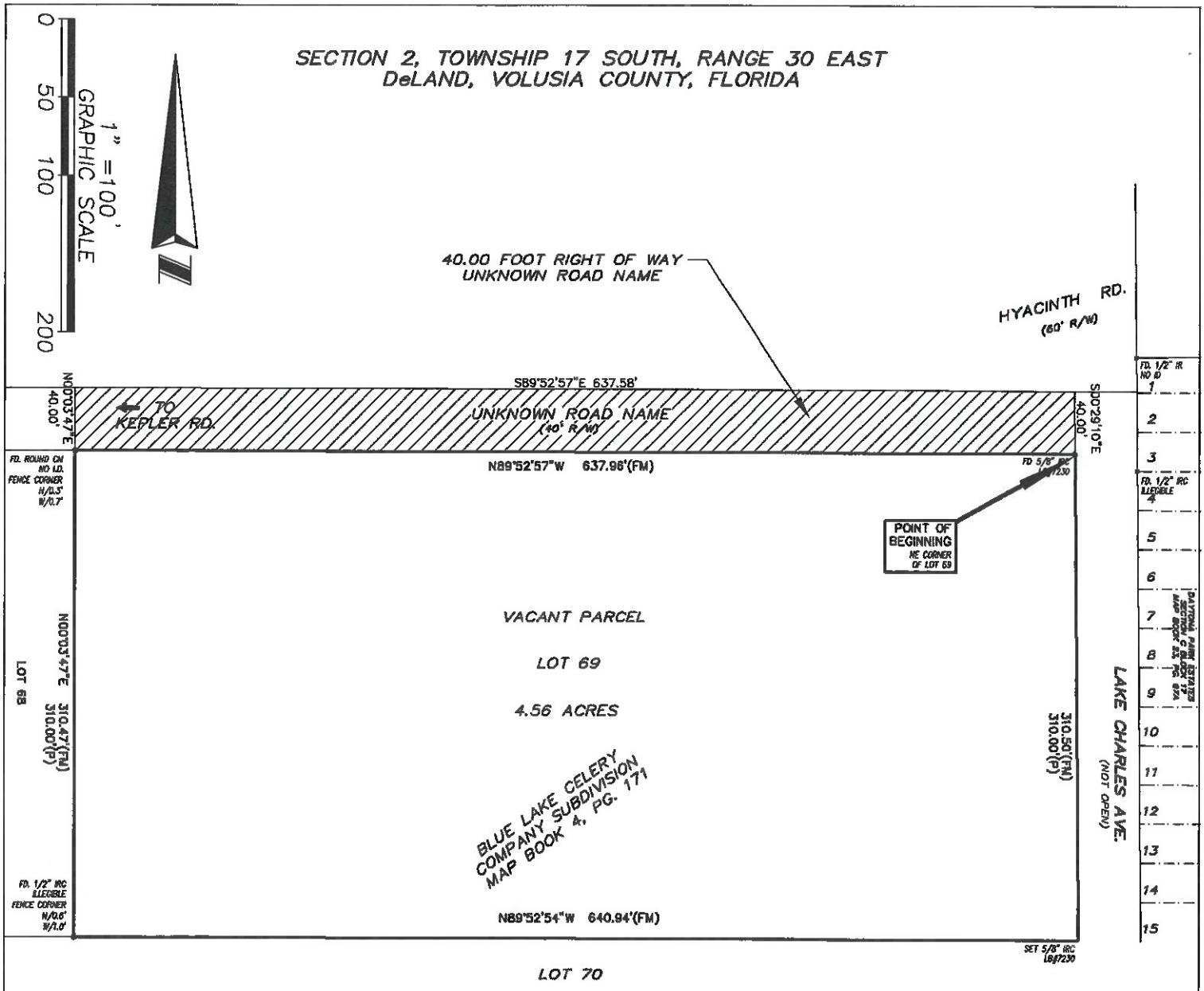
_____
Darren J. Elkind
City Attorney

DESCRIPTION: (CREATED BY SURVEYOR)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 69; THENCE RUN S00°29'0"E, ALONG THE EAST LINE OF SAID LOT 69, A DISTANCE OF 310.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 69; THENCE RUN N89°52'54"W, ALONG THE SOUTH LINE OF SAID LOT 69, A DISTANCE OF 640.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 69; THENCE RUN N00°03'47"E, ALONG THE WEST LINE OF SAID LOT 69, A DISTANCE OF 310.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE RUN S89°52'57"E, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 637.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 69 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 198,534 SQUARE FEET AND / OR 4.56 ACRES.



DESCRIPTION: PARENT PARCEL (PER ORB 5646 PG. 1161)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

DESCRIPTION: 40.00 FOOT RIGHT OF WAY DESRIPTION (CREATED BY SURVEYOR)

A 40.00 FOOT RIGHT OF WAY LYING NORTHERLY OF LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 69; THENCE RUN N89°52'57"W, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 637.96 FEET TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE RUN N00°03'47"E, ON A NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 69, A DISTANCE OF 40.00 FEET; THENCE RUN S89°52'57"E, A DISTANCE OF 637.58 FEET TO A POINT ON A NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 69; THENCE RUN S00°29'10"E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25,511 SQUARE FEET.

LARRY R. EFIRD JR. CERTIFICATE NO. 5023 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

4/29/2024

LARRY R. EFIRD JR. Professional Surveyor & Mapper No. 5023

EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

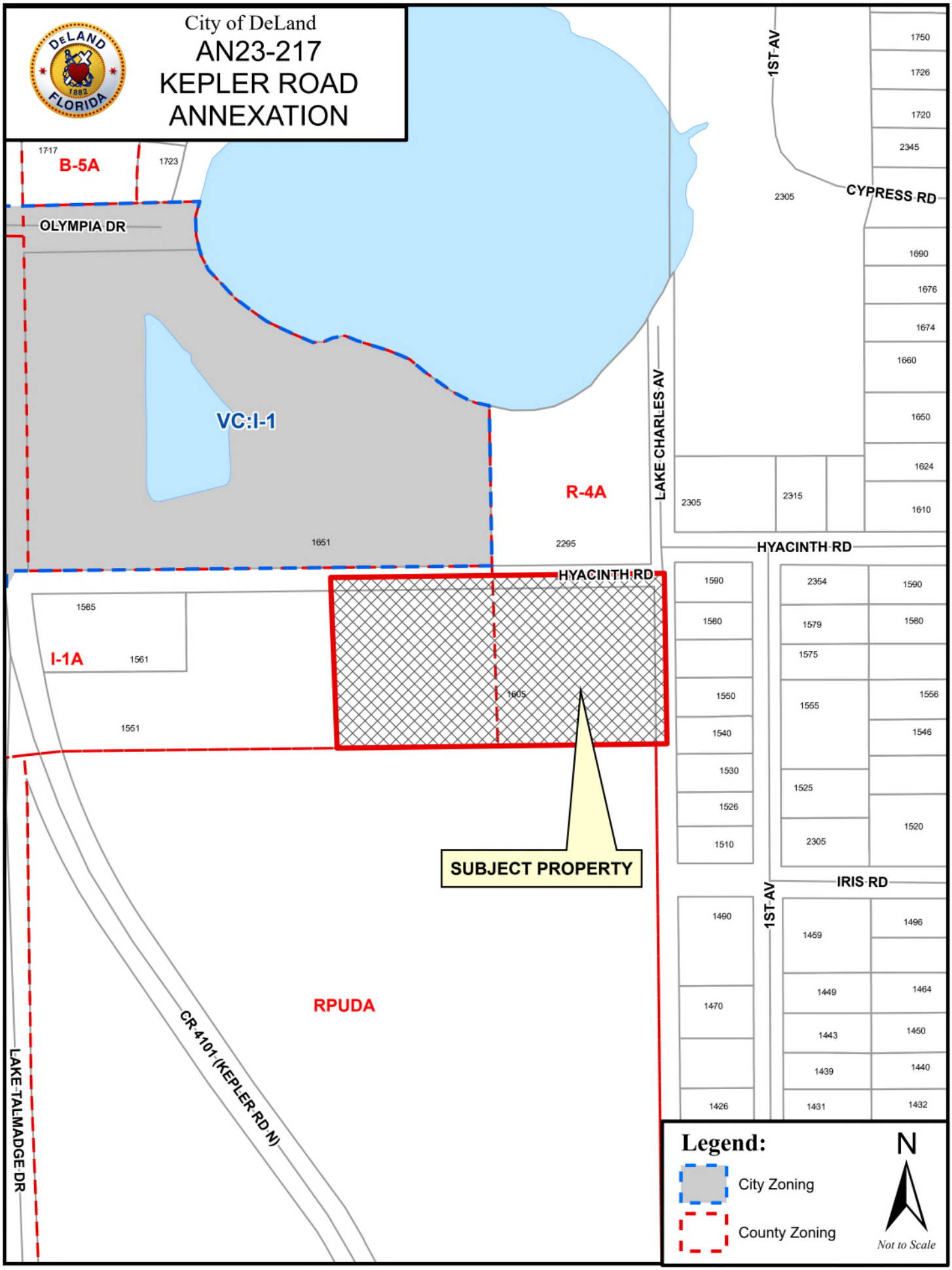
Boundary Survey

Survey Date:	Drawing Number:	Scale:
4/29/2024	23-0328 B	1"=100'

Drawn By: LE JR

For: CFB Outdoors, Inc.

1605 N. KEPLER ROAD, DeLAND


City of DeLand
AN23-217
KEPLER ROAD
ANNEXATION
B-5A
1717
1723
OLYMPIA DR
VC:I-1
1651
R-4A
2295
HYACINTH RD
1585
I-1A
1561
1551
1605
SUBJECT PROPERTY
RPUDA
CR 4101 (KEPLER RD N)
LAKE TALMADGE DR
LAKE CHARLES AV
1ST AV
CYPRESS RD
2305
2315
1750
1726
1720
2345
1690
1676
1674
1660
1650
1624
1610
1590
1580
1575
1555
1550
1540
1530
1526
1510
2354
1579
1556
1546
1525
1520
IRIS RD
1490
1470
1426
1459
1496
1449
1464
1443
1450
1439
1440
1431
1432
Legend:
City Zoning
County Zoning
N
Not to Scale

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

April 10, 2024

APPLICATION: AN23-217

1. **Requested Action:** Annexation of 4.56 acres of property into the City limits of DeLand

2. **Location:** Located at 1605 N. Kepler Rd., at the southwest corner of Hyacinth Rd. and Lake Charles Ave.

3. **Petitioner**: Christopher Casey, Zahn Engineering

4. **Owner**: CFB Outdoors

5. **Size of parcel(s):** ± 4.56 acres

6. **Parcel ID**: 602601000690

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

   Future Land Use: Volusia County: Urban Low Intensity ULI/Industrial

   Existing Zoning: Volusia County: I-1/R-4A

   Existing Use: Partially Wooded/Undeveloped

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

	LAND USE	ZONING
North:	IND	VC: I-1 Light Industrial
South:	VC: ULI	VC: RFPUD
East:	VC: ULI	VC: R-4 Urban Single Family
West:	VC: IND	VC: I-1 Light Industrial

9. Physical Characteristics: The subject property is ± 4.56 acres in size and is partially wooded and undeveloped. It does not appear to contain any wetlands and does not lie within the 100-year flood zone.

The subject property is located in unincorporated Volusia County and is currently zoned VC: I-1 (Light Industrial) and VC: R-4 (Urban Single Family), with a future land use designation of

Industrial. It is owned by CFB Outdoors Inc., and the property is currently being used for outdoor storage for a contractor business. The applicant intends to continue the industrial uses and add an office. However, the current zoning of Volusia County R-4A does not allow industrial uses. The applicant is requesting annexation into the city for the purposes of utilizing the city's utilities and bringing the property into conformity. This application is accompanied by a request for a future land use amendment (SMLU23-227) and a request for a rezone (Z23-228). If the requests are approved, any future site improvements will require review and approval of a separate development application. A site plan will be required for the screening of the outdoor storage area.

10. Public Services & Utilities: The City's Utilities Department determined the closest City water main is a 12" main on N. Kepler Rd. and the closest city sewer main is an 8" gravity main, as well as a 4" force main on N. Kepler Rd.

11. Growth Management Plan Consistency:
The city-owned property to the south of the subject property is the location of the existing Public Works Department and future administrative building. To the north and west of the subject property are residential properties, less than a half-acre each. To the east is an existing industrial use.

12. Analysis: The City's guidelines for annexation require a property be sufficiently **contiguous** to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be **reasonably compact**, **not circuitous**, and **does not create an enclave**. The subject property does not create an enclave, is contiguous to the City of DeLand, is reasonably compact and is not circuitous. The parcel is contiguous to the city to the north by ± 300 ft.

Recommendation: Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

Based upon the concurrency requirements of the State of Florida and the City's concurrency management plan, as adopted in Article 5, Sec. 33-41 of the Land Development Regulations, approval of the proposed annexation does not automatically provide vested development rights. At the time the developer applies for a development permit, adequate infrastructure must exist to support the proposed development. If such infrastructure does not exist, the developer may be required to incur additional expense to ensure that the necessary infrastructure is provided.

City of DeLand
AN23-217
KEPLER ROAD
ANNEXATION
OLYMPIA DR
VC:I-1
R-4A
I-1A
RPUDA
CR 4101 (KEPLER RD N)
HYACINTH RD
LAKE CHARLES AV
1ST AV
CYPRESS RD
IRIS RD
SUBJECT PROPERTY
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: First Reading of Ordinance Changing the Land Use for Approximately 4.56 Acres of Property, Located at 1605 North Kepler Road.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, SMLU23-227 Survey, SMLU23-227 Staff Report, SMLU23-227 Land Use Current, SMLU23-227 Land Use Proposed, SMLU23-227 Location, SMLU23-227 Aerial

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

A request is being made for the future land use designation to be amended for a parcel located at 1605 N. Kepler Rd. The request is to change the future land use designation from Volusia County Urban Low Intensity (VC: ULI) and Volusia County Industrial (IND), to City of DeLand Industrial/Warehouse (IND). The parcel is partially wooded and undeveloped. However, it is currently being used for outdoor storage for a contractor's business.

On April 8, 2024, the Planning Board recommended approval of the proposed land use amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The Strategic Plan Vision supports the fostering of an entrepreneurial environment for local businesses, such as the existing business known as CFB Outdoors.

SUSTAINABILITY:

Amending the future land use designation of the subject property is a necessary step for a newly-annexed property.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

It is recommended that the City Commission approve the requested future land use amendment on first reading.

BACKGROUND/DISCUSSION:

The site is located south of US 92 (International Speedway Blvd.) and is adjacent to other industrial uses to the north and west. It is adjacent to residential uses to the east and adjacent to undeveloped land to the south.

ORDINANCE NO. 2024 -

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 1605 NORTH KEPLER ROAD; FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION AND VOLUSIA COUNTY'S INDUSTRIAL LAND USE DESIGNATION TO CITY OF DELAND'S INDUSTRIAL/WAREHOUSE FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment is a land use of 50 acres or less; and

2. The cumulative effect of the above condition does not exceed 120 acres annually; and

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

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately +/- 4.56 acres of land located at 1605 N. Kepler Road; from Volusia County's Urban Low Intensity future land use designation and Volusia County's Industrial future land use designation to City of DeLand's Industrial/Warehouse future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11), for the purpose of transmitting the proposed Comprehensive Plan amendment to the Volusia Growth Management Commission and the Florida Department of Economic Opportunity.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at 1605 North Kepler Road; consisting of approximately +/- 4.56 acres of land from Volusia County's Urban Low Intensity Future Land Use designation and Volusia County's Industrial Land Use designation to City of DeLand's Industrial/Warehouse Future Land Use designation,

as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

Section 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

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

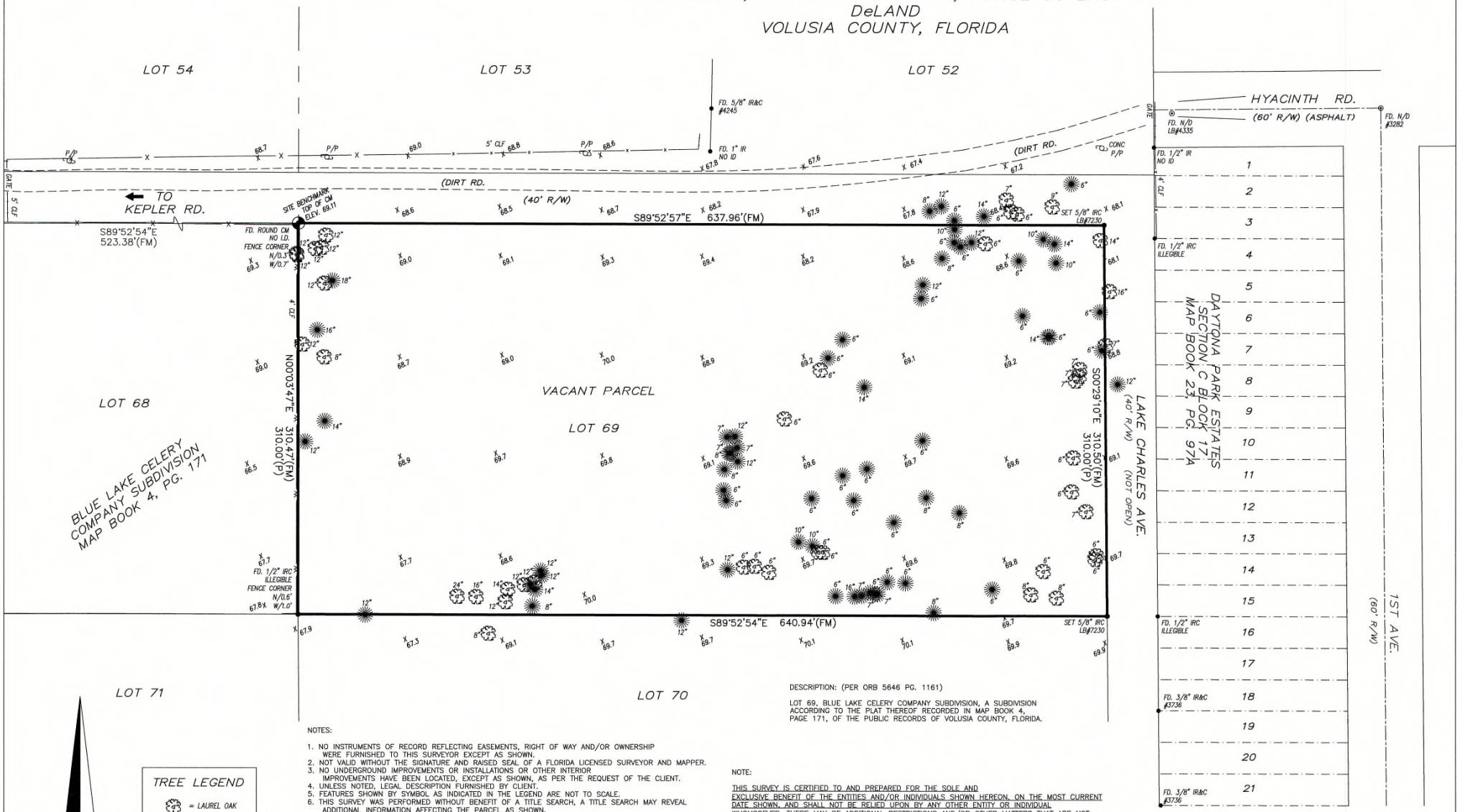
DESCRIPTION: (CREATED BY SURVEYOR)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 69; THENCE RUN S00°29'0"E, ALONG THE EAST LINE OF SAID LOT 69, A DISTANCE OF 310.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 69; THENCE RUN N89°52'54"W, ALONG THE SOUTH LINE OF SAID LOT 69, A DISTANCE OF 640.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 69; THENCE RUN N00°03'47"E, ALONG THE WEST LINE OF SAID LOT 69, A DISTANCE OF 310.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE RUN S89°52'57"E, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 637.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 69 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 198,534 SQUARE FEET AND / OR 4.56 ACRES.

SECTION 2, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND
VOLUSIA COUNTY, FLORIDA



DESCRIPTION: (PER ORB 5646 PG. 1161)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TREE LEGEND
= LAUREL OAK
= PINE

1" = 50' GRAPHIC SCALE
0 25 50 100

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY COMMUNITY #125155, PANEL #12127C0470 H, DATED FEBRUARY 19, 2014. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
11. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM.

NOTE:

THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

REVISED 9/15/2023 TO UPDATE SURVEY AND ADD TOPO & TREES

REVISED 9/26/19 TO CHANGE CERTIFICATIONS

ABBREVIATIONS:

A/C	= AIR CONDITIONER	69.3	= ELEVATIONS	N/W	= NAIL AND WASHER	S	= SOUTH
(C)	= CALCULATED	ELEV.	= ELEVATION	O.R.	= OFFICIAL RECORDS	S/T	= SEPTIC TANK
CL	= CENTERLINE	F.F.	= FINISHED FLOOR	O/H	= OVERHANG	S.F.	= SQUARE FEET
CLF	= CHAIN LINK FENCE	FD.	= FOUND	O/E	= OVERHEAD ELECTRIC LINE	TYP.	= TYPICAL
CONC.	= CONCRETE	(FM)	= FIELD MEASURED	PG.	= PAGE	W	= WEST
CSL	= CONCRETE SLAB	I.D.	= IDENTIFICATION	(P)	= PLAT (MAP) DIMENSION	W/F	= WOOD FENCE
CB	= CONCRETE BLOCK	IP	= IRON PIPE	P/P	= POWER POLE	W/M	= WATER METER
CM	= CONCRETE MONUMENT	IR	= IRON ROD	P.C.	= POINT OF CURVATURE	Δ	= DELTA ANGLE
(D)	= DEED OR DESCRIPTION	IR&C	= IRON ROD AND CAP	P.O.B.	= POINT OF BEGINNING	L	= LENGTH OF CURVE
D/U	= DRAINAGE/UTILITY EASEMENT	LS	= LICENSED SURVEYOR	P/L	= PROPERTY LINE	R	= RADIUS
E	= EAST	LB	= LICENSED SURVEY BUSINESS	R/W	= RIGHT-OF-WAY	T	= TANGENT DISTANCE
E/P	= EDGE OF PAVEMENT	N	= NORTH			C.B.	= CHORD BEARING
ESM'T.	= EASEMENT	N/D	= NAIL AND DISK			CH.	= CHORD DISTANCE

EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date:	Drawing Number:	Scale:
9/19/19	23-0328	1"=50'
		Drawn By: JM

For: CFB Outdoors, Inc.

1605 N. KEPLER RD., DeLAND

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LARRY R. EFIRD JR. Professional Surveyor & Mapper No. 5823

PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

April 10, 2024

A. APPLICATION NO.: SMLU23-227

APPLICANT: Christopher Casey, Zahn Engineering

REQUEST: To amend the land use designation from Volusia County ULI (Urban Low Intensity) and Volusia County IND (Industrial), to City of DeLand IND (Industrial/Warehouse)

B. SITE FACTORS:

Location: 1605 N. Kepler Rd.
Parcel ID: 602601000690
Parcel Size: ± 4.56 acres
Land Use: VC ULI/VC IND
Existing Use: Vacant

	SURROUNDING USE:
North:	IND
South:	VC: ULI
East:	VC: ULI
West:	VC: IND

C. REQUESTED ACTION & HISTORY:

A request is being made for the future land use designation to be amended for a parcel located at 1605 N. Kepler Rd. The request is to change the future land use designation from Volusia County Urban Low Intensity (VC: ULI) and Volusia County Industrial (IND), to City of DeLand Industrial/Warehouse (IND). The parcel is partially wooded and undeveloped, however, it is currently being used for outdoor storage for a contractor business. The applicant's development plan includes the construction of a 6,000 sq. ft. office building and continued use of the site for outdoor storage. The applicant will be required to submit a site plan for the construction of the new building. The site plan will also need to include screening of the outdoor storage area. *Concurrent applications to annex and rezone the property (AN23-217) (Z23-228) were also submitted.*

D. CHRONOLOGY OF PAST EVENTS:

The request to amend the future land use designation consists of ± 4.56 acres of property owned by CFB Outdoors. The eastern half of the property has a current future land use designation of VC: ULI which allows for a maximum residential density of up to 4 dwelling units per acre, and the commercial floor area ratio is a maximum of 0.5 F.A.R. The western half of the property has a current future land use designation of VC: IND which allows for a maximum commercial floor area ratio of 0.6 F.A.R. If the land use is changed to City IND, residential density would not be applicable, as the IND land use is not compatible with residential uses. The maximum impervious area permitted under the City's IND designation is 70%. Development of the property will require the proper permits as well as an approved site plan for any site development.

E. ALTERNATIVES & ANALYSIS:

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

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

   a. The subject property is within the city's service area for both water and sewer and availability has been confirmed.
   b. If a Traffic Impact Analysis is required for the subject property, it will be reviewed with the site plan.
   c. The change in designation will not generate a new demand for recreational facilities.
   d. Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.
   e. The City can provide an adequate LOS of Fire/Rescue & Police service.

2. **Compatibility with Land Use and Other Elements:** The Future Land Use element requires that the subject property be consistent with surrounding development. Per the City of DeLand Comprehensive Plan, the Industrial/Warehouse (IND) land use designation, "shall be assigned to specific areas in which the City proposes to accommodate and promote wholesale distribution, storage, light manufacturing, retail and service land uses". The uses may include Manufacturing, office/showroom facilities, warehousing and retail commercial uses that service the industrial use.

   The subject property is adjacent to other industrial uses to the north and west. To the south of the property is undeveloped land, and to the east of the property are residential uses, separated by an undeveloped right of way (Hyacinth Road). Landscape buffering and screening will be required to minimize any negative impacts to neighboring properties.

3. **Future Land Use Map:** The proposed change in the land use designation to Industrial/Warehouse will be shown on the revised Future Land Use Map.

4. **Location of Lakes, Floodplains, and Wetlands:** The property does not appear to contain bodies of water or wetlands.

5. **Analysis of Natural Resources:**
   a. *Soil types:* Astatula Fine Sand, 0-8% slope
   b. *Presence of Endangered Species*: None known of at this time.

6. **Existing and Future Impact upon Infrastructure Capacity:**

   a. *Water* – obtained from City – availability confirmed
   b. *Sewer* – obtained from City – availability confirmed
   c. *Drainage* – The City adheres to the County's 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site and will be reviewed with the site plan application.
   d. *Solid Waste* – Solid waste services are available for the property.
   e. *Transportation* – Per the trip generation report submitted by the applicant, the weekday average daily trips generated will be 684 trips. Per 2021Volusia County Traffic Counts, this segment of Kepler Rd. has a current Daily LOS of "C", and an Allowable LOS of "E".
   f. *Fire/Rescue Service* – The City can provide an adequate LOS of Fire/Rescue service.
   g. *Police Service* - The City can provide an adequate LOS of Police protection.

7. **Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated as recreational facilities are not needed for commercial property.

8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated as services such as water/sewer and public safety are already in place for the property to connect to.

9. **Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater mitigation and minimize any off-site stormwater impacts that the development may create.

10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program as this is not a publicly-funded project.

11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program as this is not a publicly-funded project.

12. **Compatibility with Existing Zoning Classification:** The existing zoning classification may be amended upon approval of the land use amendment to M-1 (Industrial District) which is compatible with the IND (Industrial/Warehouse) future land use. The zoning request is being reviewed concurrent to the land use amendment.

13. **Will the proposed land use change impact schools?** The proposed amendment is to IND (Industrial/Warehouse); this will not have an impact on schools as it is not a residential use.

14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**

    a. *Located east of the Urban Core/Employment Center Overlay (Category 1) – "retains the existing land use and development pattern in place"* The site is located south of US 92 (International Speedway Blvd.) and adjacent to other industrial uses. Additionally, the Industrial/Warehouse land use is consistent with the city's future land use map where the majority of parcels within the City boundaries north, east and west of the subject property, are already designated as Industrial/Warehouse.

    b. *DeLand 2050 Land Use Guidelines: "…Concentrate development at the core of the city or at transit-oriented sites and corridors. The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion."*– The redevelopment of the subject property would utilize public services that are already in place and available.

F. CONCLUSION: The facility analysis presented in the above sections suggests the proposed land use should not cause any of the City's facilities to degrade below the adopted or current operational LOS. The proposed land use designation, IND (Industrial/Warehouse), is consistent with the surrounding area, and is not expected to create any land use incompatibilities. The subject property is situated between residential uses to the east and industrial uses to the north, south and west.

G. STAFF RECOMMENDATION: Staff recommends approval of the proposed amendment of the subject property's future land use designation from VC: ULI/VC: IND (VC: Urban Low Intensity/VC: Industrial), to City of DeLand's IND (Industrial/Warehouse) land use.

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

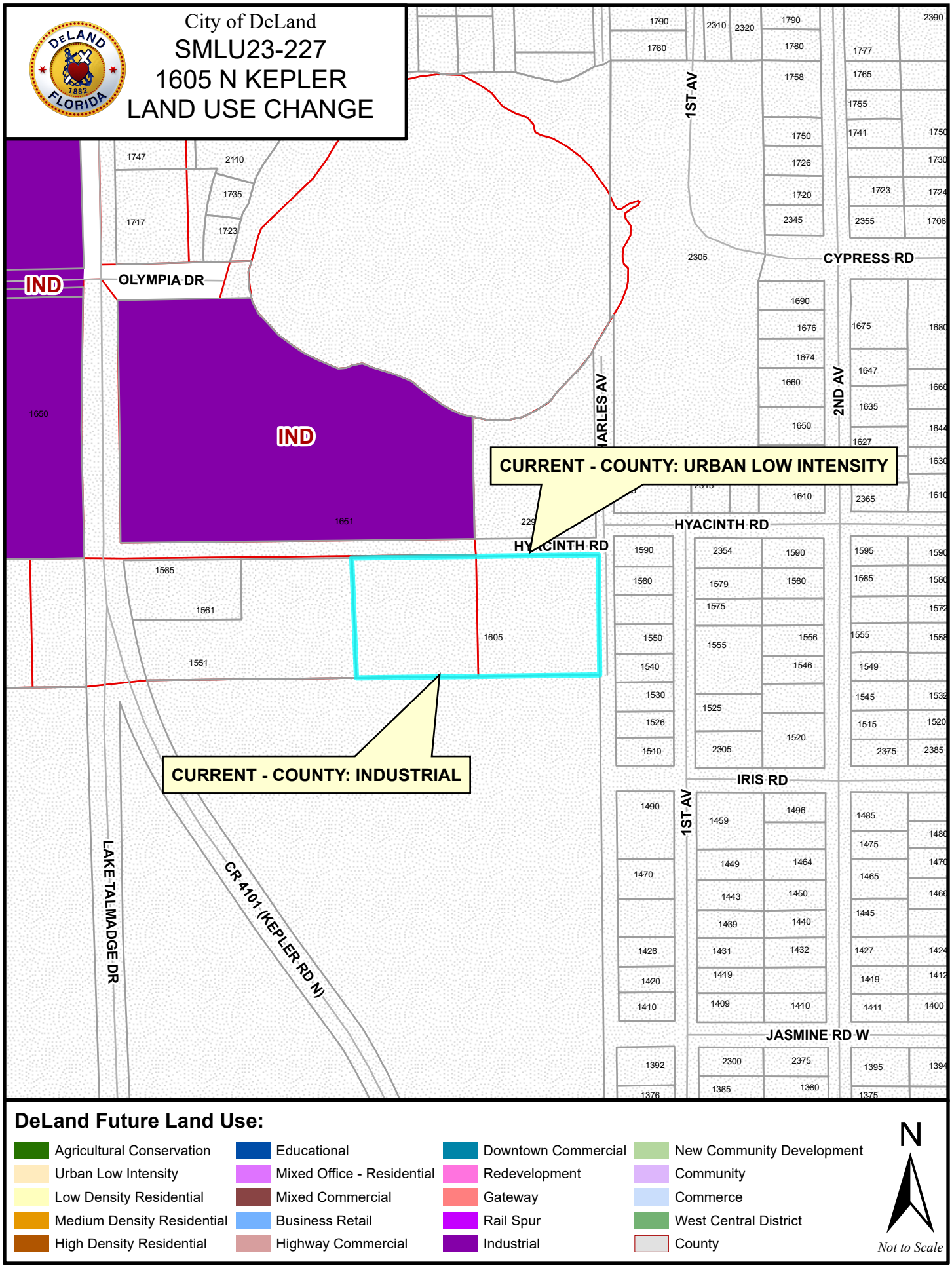
The following seven public facilities and services were examined: (Table 4)

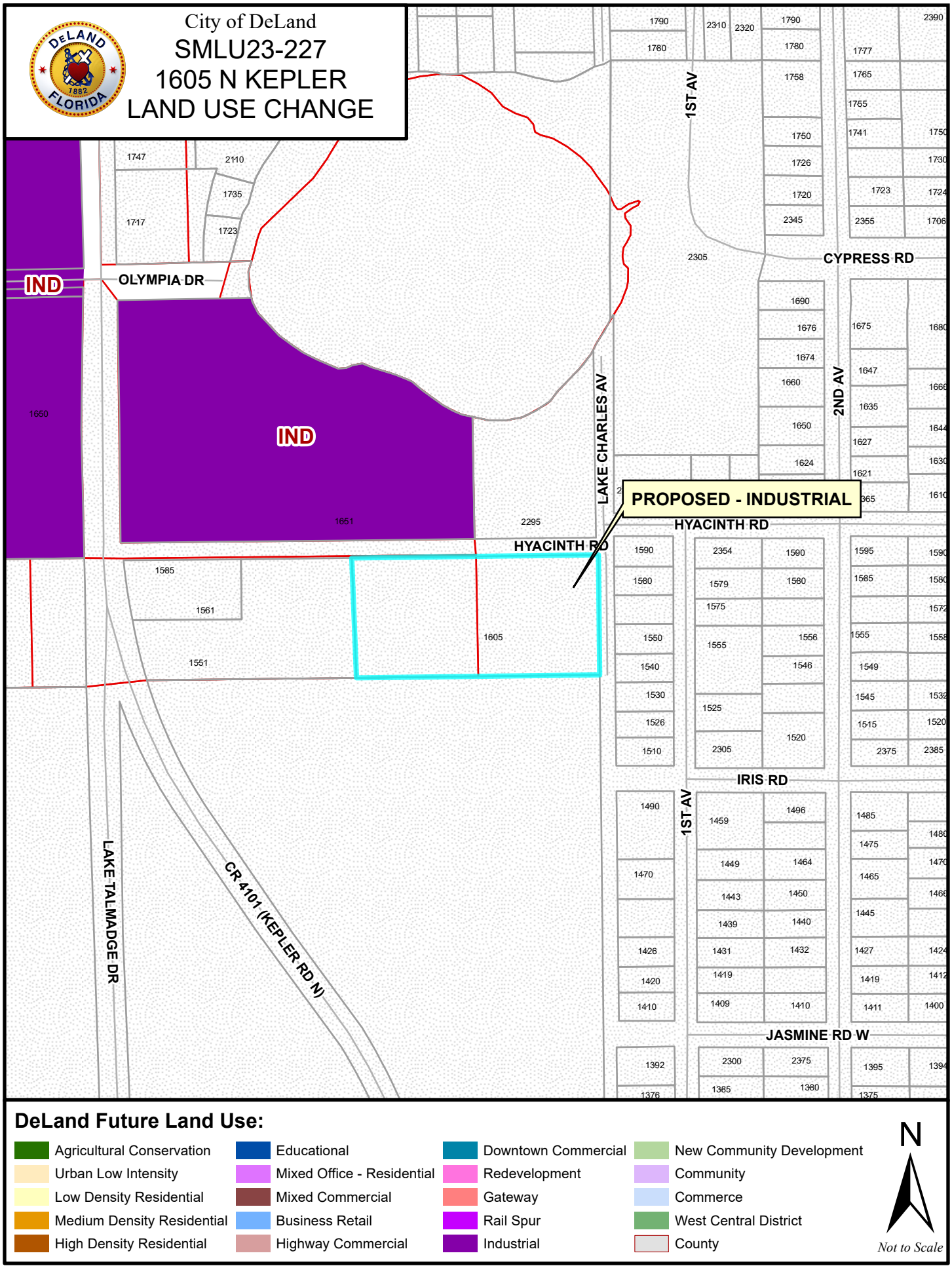
1. Schools (population)
2. Transportation
3. Sanitary Sewer
4. Potable Water
5. Recreation
6. Solid Waste
7. Stormwater Drainage

Impact Analysis Table 4 (Theoretical Max.)

Development Variable	**EXISTING** Future Land Use	**PROPOSED** Future Land Use	Net Change
	Theoretical Maximums		
Permitted Density/Intensity	4 du/acre; FAR 0.6	N/A; FAR 0.7	N/A; +FAR 0.1
Dwelling Units	9	N/A	N/A
Non-residential Sq. Ft.	59,000 sq. ft.	137,000 sq. ft.	+10,000
1. Population	44	N/A	N/A
2. Average Daily Trips	Residential: 113 ADT Industrial: 287 ADT	Residential: N/A Industrial: 667 ADT	N/A +380 ADT
3. Sanitary Sewer (gallons/day)	Residential: 1,800 Industrial (other): 5,900	Residential: N/A Industrial (other): 13,700	N/A +7,800
4. Potable Water (gallons/day)	Residential: 2,700 Industrial (other): 5,900	Residential: N/A Industrial (other): 13,700	N/A +7,800
5. Solid Waste (pounds/day)	Residential: 29 lbs. Industrial (other): 590 lbs.	Residential: N/A Industrial (other): 1370 lbs.	N/A +780 lbs.
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.3	N/A	N/A

Notes:
1. Population: 2.44 persons per household (per 2020 Census)
2. Transportation: ITE Trip Generation Manual, 11th Edition: Single-Family Residential (210): 9.43 ADT/Dwelling Unit; General Light Industrial (110): 4.87 ADT/1,000 sq. ft.
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial/other use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial/other use
5. Solid Waste 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day
6. Stormwater Drainage: LOS Standard 25-yr, 24-hr event. Drainage system to be designed to meet the req. of the LDC during subdivision or site plan review.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)


City of DeLand
SMLU23-227
1605 N KEPLER
LAND USE CHANGE
IND
IND
OLYMPIA DR
CURRENT - COUNTY: URBAN LOW INTENSITY
CURRENT - COUNTY: INDUSTRIAL
HYACINTH RD
IRIS RD
JASMINE RD W
CYPRESS RD
1ST AV
2ND AV
LAKE TALMADGE DR
CR 4101 (KEPLER RD N)
1605
1651
1650
DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
Medium Density Residential
High Density Residential
Educational
Mixed Office - Residential
Mixed Commercial
Business Retail
Highway Commercial
Downtown Commercial
Redevelopment
Gateway
Rail Spur
Industrial
New Community Development
Community
Commerce
West Central District
County
N
Not to Scale


City of DeLand
SMLU23-227
1605 N KEPLER
LAND USE CHANGE
PROPOSED - INDUSTRIAL
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OLYMPIA DR
HYACINTH RD
HYACINTH RD
CYPRESS RD
IRIS RD
JASMINE RD W
1ST AV
1ST AV
2ND AV
LAKE CHARLES AV
LAKE TALMADGE DR
CR 4101 (KEPLER RD N)
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DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
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Industrial
New Community Development
Community
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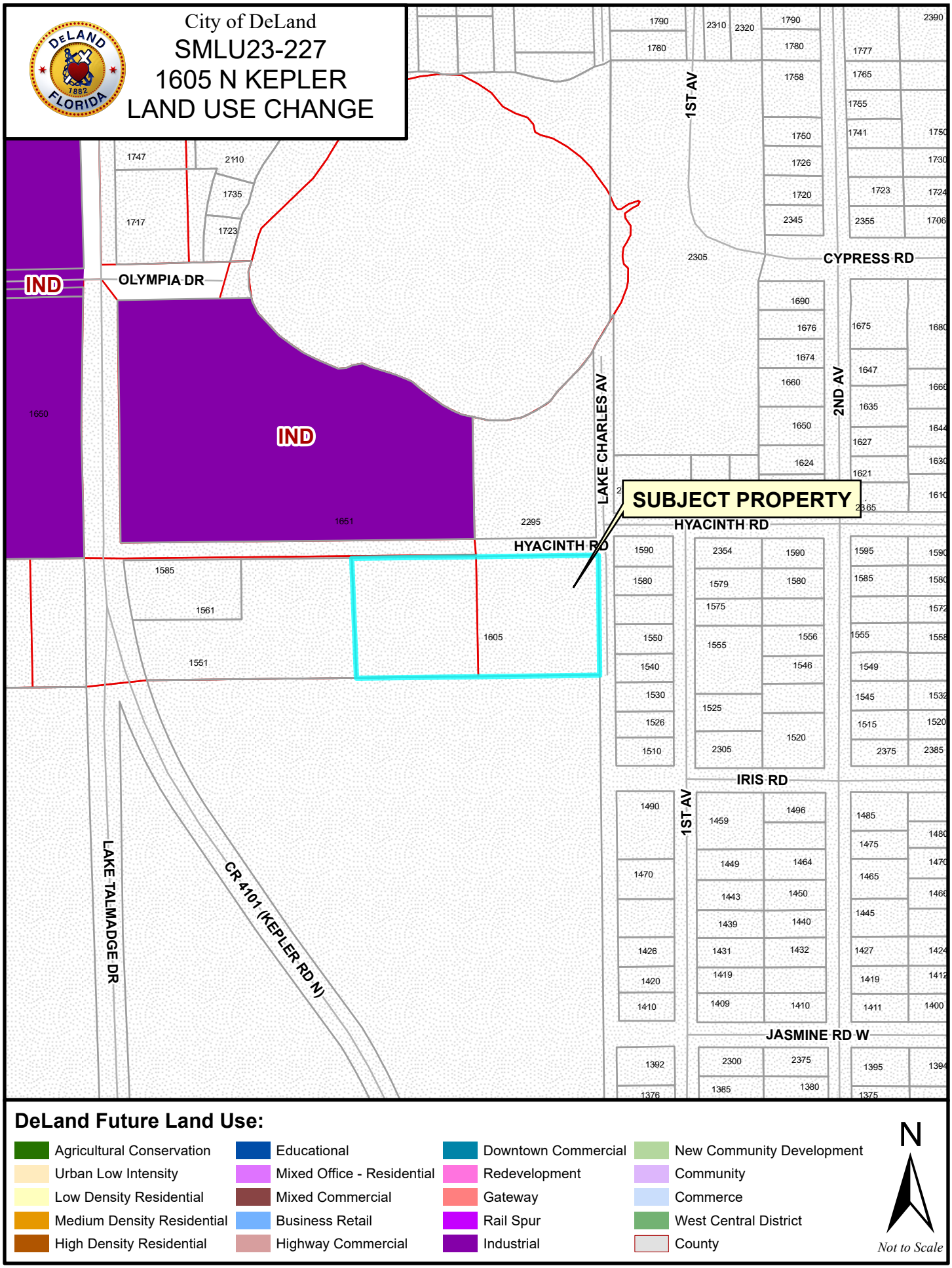
West Central District
County
N
Not to Scale


City of DeLand
SMLU23-227
1605 N KEPLER
LAND USE CHANGE
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IND
OLYMPIA DR
SUBJECT PROPERTY
HYACINTH RD
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CR 4101 (KEPLER RD N)
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DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
Medium Density Residential
High Density Residential
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New Community Development
Community
Commerce
West Central District
County
N
Not to Scale

City of DeLand
SMLU23-227
1605 N KEPLER
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Legend:
City Zoning
County Zoning
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CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: First Reading of Ordinance Changing the Zoning for 4.56 Acres of Property, Located at 1605 North Kepler Road, from Volusia County I-1 (Light Industrial) and Volusia County R-4 (Urban Single Family) to City of DeLand M-1 (Industrial).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Description, Z23-228 Survey, Z23-228 Zoning Current, Z23-228 Zoning Proposed, Z23-228 Staff Report, Z23-228 Concept Plan, Z23-228 Location, Z23-228 Aerial

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

The applicant, Christopher Casey, on behalf of the owner, is requesting to rezone the property located at 1605 N. Kepler Rd. from Volusia County I-1 (Industrial) and Volusia County R-4 (Single Family Residential), to City of DeLand M-1 (Industrial). The applicant is currently using the subject property for outdoor storage of construction equipment, but wishes to construct a single 6,000 sq. ft. office building. The applicant will be required to submit a site plan for the new office building and for the screening of all outdoor storage. The site plan will need to conform to all development standards including stormwater management, landscape buffers and lighting.

On April 8, 2024, the Planning Board recommended approval of the requested rezoning.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's strategic plan under Strategic Focus Area: Preparing for the Future/Sustainability Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future. This step will support an existing, local business.

SUSTAINABILITY:

An important step in the annexation process is providing the newly-annexed property with an appropriate zoning designation. The M-1 Industrial zone district is appropriate for the use of the subject property and is compatible with the future land use.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

Staff recommends that the City Commission approve the rezone request on first reading.

BACKGROUND/DISCUSSION:

The subject property currently has split zoning of Volusia County R-4 on the east side and Volusia County I-1 on the west side. The property is separated from the residential zoning by the unimproved Lake Charles Ave. right-of-way, and it directly abuts industrial uses to the west. Where the property abuts residential land uses, significant buffering will be required through the site plan review process.

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S I-1, LIGHT INDUSTRIAL AND VOLUSIA COUNTY'S R-4, URBAN SINGLE FAMILY TO CITY OF DELAND'S M-1, INDUSTRIAL ON PROPERTY LOCATED AT 1605 NORTH KEPLER ROAD; 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.

WHEREAS, the property located at 1605 N. Kepler Road and more particularly described in the attached Exhibit "A", is currently zoned as I-1, Light Industrial and R-4, Urban Single Family pursuant to Volusia County's Zoning Ordinances; and

WHEREAS, the property currently has a Land Use Designation of Industrial/Warehouse pursuant to the City of DeLand's Land Use Plan; and

WHEREAS, a proper and complete application has been received requesting that the zoning be changed to City of DeLand's M-1, Industrial; and

WHEREAS, the M-1, Industrial zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

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

Section 1. The City Commission has held a public hearing on the application for a change of zoning from Volusia County's I-1, Light Industrial and Volusia County's R-4, Urban Single Family to City of DeLand's M-1, Industrial zoning designation, on the following described property:

See legal description attached hereto as Exhibit "A"

Tax Parcel Identification No. 602601000690

Section 2. The City Commission hereby finds that the M-1, Industrial zoning designation is consistent with the property's Industrial/Warehouse future land use designation.

Section 3. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from Volusia County's I-1, Light Industrial and Volusia County's R-4, Urban Single Family to City of DeLand's M-1, Industrial zoning designation on the parcel described in Section 1.

Section 4. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 5. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the

property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

Section 6. 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 7. 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

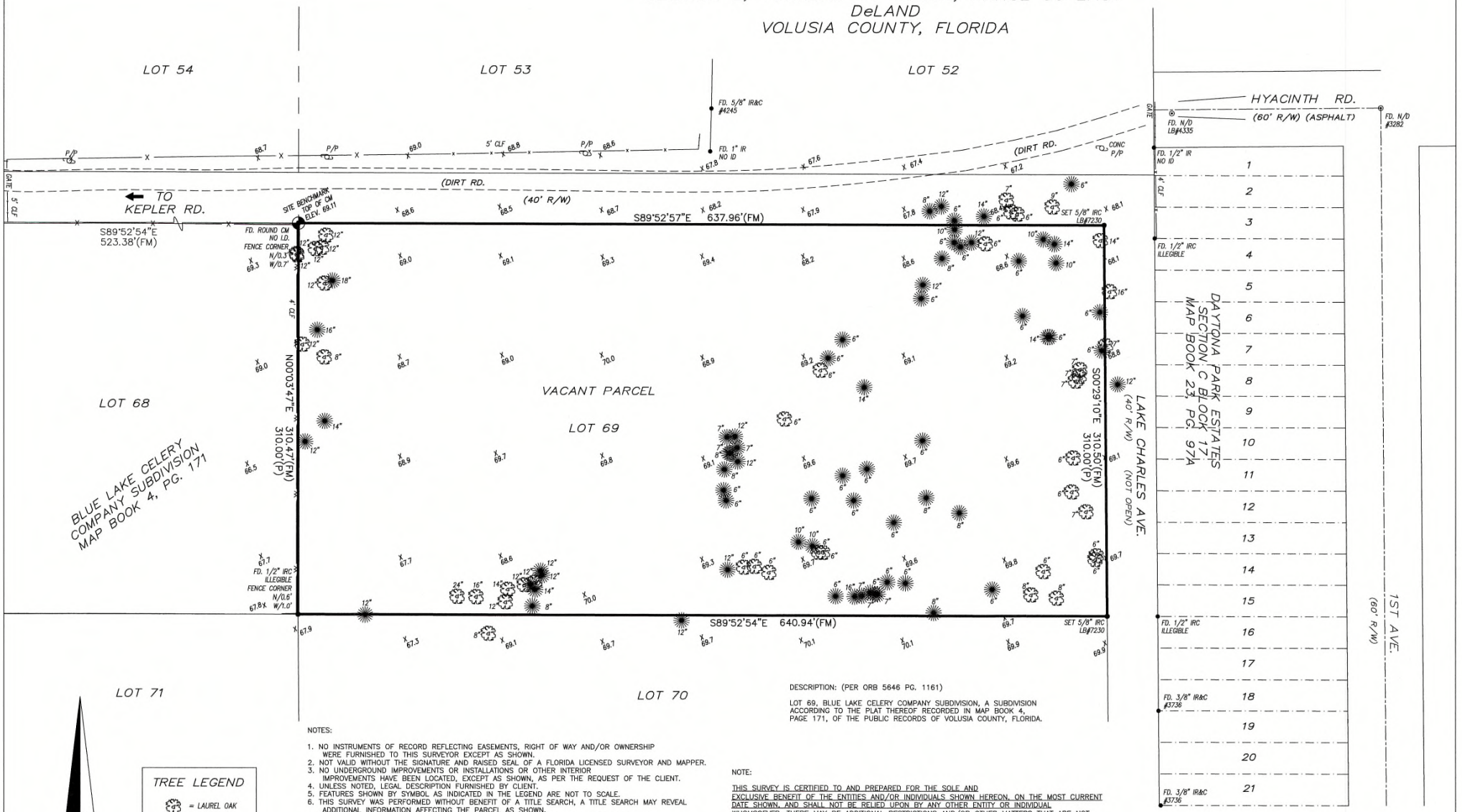
DESCRIPTION: (CREATED BY SURVEYOR)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 69; THENCE RUN S00°29'0"E, ALONG THE EAST LINE OF SAID LOT 69, A DISTANCE OF 310.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 69; THENCE RUN N89°52'54"W, ALONG THE SOUTH LINE OF SAID LOT 69, A DISTANCE OF 640.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 69; THENCE RUN N00°03'47"E, ALONG THE WEST LINE OF SAID LOT 69, A DISTANCE OF 310.47 FEET TO THE NORTHWEST CORNER OF SAID LOT 69; THENCE RUN S89°52'57"E, ALONG THE NORTH LINE OF SAID LOT 69, A DISTANCE OF 637.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 69 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 198,534 SQUARE FEET AND / OR 4.56 ACRES.

SECTION 2, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND
VOLUSIA COUNTY, FLORIDA



DESCRIPTION: (PER ORB 5646 PG. 1161)

LOT 69, BLUE LAKE CELERY COMPANY SUBDIVISION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 171, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TREE LEGEND
= LAUREL OAK
= PINE

1" = 50' GRAPHIC SCALE
0 25 50 100

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY COMMUNITY #125155, PANEL #12127C0470 H, DATED FEBRUARY 19, 2014. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
11. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988 DATUM.

NOTE:

THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

REVISED 9/15/2023 TO UPDATE SURVEY AND ADD TOPO & TREES

REVISED 9/26/19 TO CHANGE CERTIFICATIONS

ABBREVIATIONS:

A/C	= AIR CONDITIONER	69.3	= ELEVATIONS	N/W	= NAIL AND WASHER	S	= SOUTH
(C)	= CALCULATED	ELEV.	= ELEVATION	O.R.	= OFFICIAL RECORDS	S/T	= SEPTIC TANK
CL	= CENTERLINE	F.F.	= FINISHED FLOOR	O/H	= OVERHANG	S.F.	= SQUARE FEET
CLF	= CHAIN LINK FENCE	FD.	= FOUND	O/E	= OVERHEAD ELECTRIC LINE	TYP.	= TYPICAL
CONC.	= CONCRETE	(FM)	= FIELD MEASURED	PG.	= PAGE	W	= WEST
CSL	= CONCRETE SLAB	I.D.	= IDENTIFICATION	(P)	= PLAT (MAP) DIMENSION	W/F	= WOOD FENCE
CB	= CONCRETE BLOCK	IP	= IRON PIPE	P/P	= POWER POLE	W/M	= WATER METER
CM	= CONCRETE MONUMENT	IR	= IRON ROD	P.C.	= POINT OF CURVATURE	Δ	= DELTA ANGLE
(D)	= DEED OR DESCRIPTION	IR&C	= IRON ROD AND CAP	P.O.B.	= POINT OF BEGINNING	L	= LENGTH OF CURVE
D/U	= DRAINAGE/UTILITY EASEMENT	LS	= LICENSED SURVEYOR	P/L	= PROPERTY LINE	R	= RADIUS
E	= EAST	LB	= LICENSED SURVEY BUSINESS	R/W	= RIGHT-OF-WAY	T	= TANGENT DISTANCE
E/P	= EDGE OF PAVEMENT	N	= NORTH			C.B.	= CHORD BEARING
ESM'T.	= EASEMENT	N/D	= NAIL AND DISK			CH.	= CHORD DISTANCE

EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

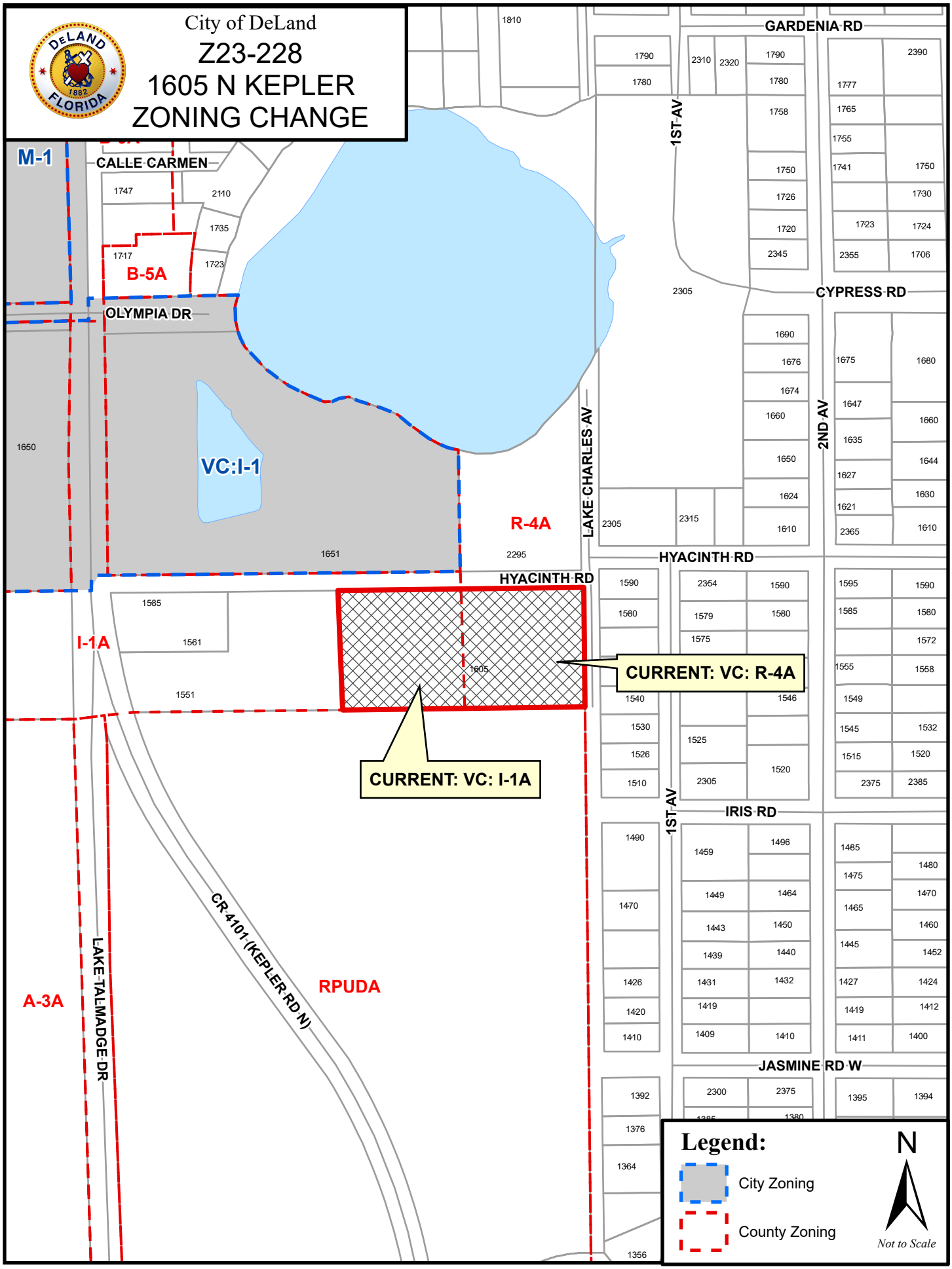
Survey Date:	Drawing Number:	Scale:
9/19/19	23-0328	1"=50'
		Drawn By: JM

For: CFB Outdoors, Inc.

1605 N. KEPLER RD., DeLAND

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C., PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LARRY R. EFIRD JR. Professional Surveyor & Mapper No. 5823


City of DeLand
Z23-228
1605 N KEPLER
ZONING CHANGE
M-1
B-5A
VC:I-1
R-4A
I-1A
A-3A
RPUDA
CALLE CARMEN
OLYMPIA DR
HYACINTH RD
GARDENIA RD
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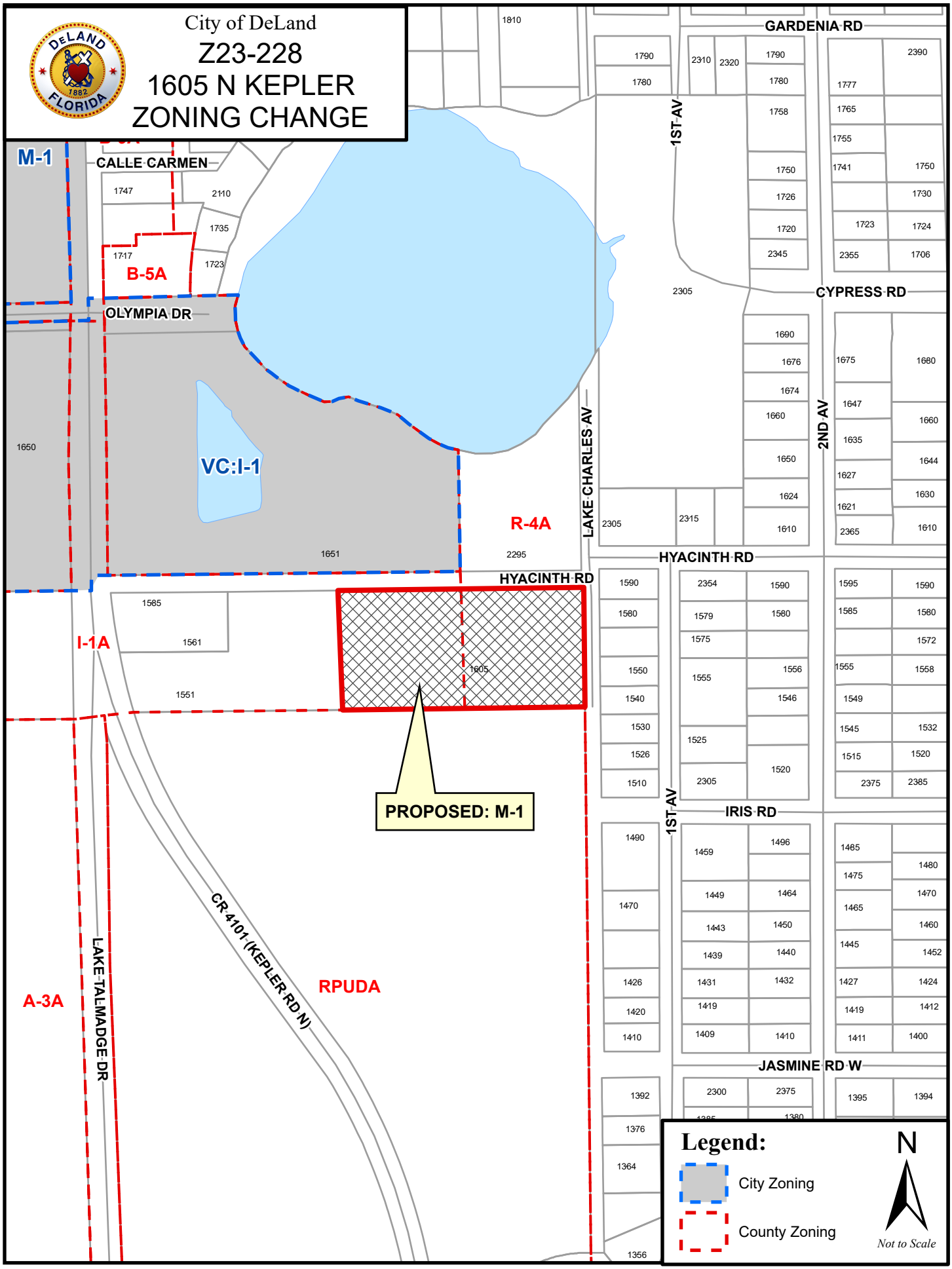
JASMINE RD W
1ST AV
2ND AV
LAKE CHARLES AV
LAKE TALMADGE DR
CR 4101 (KEPLER RD N)
CURRENT: VC: R-4A
CURRENT: VC: I-1A
Legend:
City Zoning
County Zoning
N
Not to Scale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PROPOSED: M-1
HYACINTH RD
GARDENIA RD
CYPRESS RD
IRIS RD
JASMINE RD W
1ST AV
2ND AV
LAKE CHARLES AV
LAKE TALMADGE DR
CR 4101 (KEPLER RD N)
Legend:
City Zoning
County Zoning
N
Not to Scale

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD
April 10, 2024

APPLICATION NO.: Z23-228

APPLICANT: Christopher Casey, Zahn Engineering

REQUEST: Amend the existing zoning designation from Volusia County I-1 and R-4 to City of DeLand Industrial M-1

APPLICABLE REGULATIONS:

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

A. SITE FACTORS:

Location:	1605 N. Kepler Rd.
Parcel Size:	± 4.56 acres
Parcel ID:	602601000690
Land Use:	Industrial/Warehouse (IND)
Existing Zoning:	VC: R-4/VC: I-1
Existing Use:	Undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	IND	VC: I-1 Light Industrial
South:	VC: ULI	VC: RFPUD
East:	VC: ULI	VC: R-4 Urban Single Family
West:	VC: IND	VC: I-1 Light Industrial

B. ANALYSIS:

The site currently consists of a single parcel that totals ± 4.56 acres. It lies just east of N. Kepler Rd. and is south of International Speedway Blvd. The subject property is currently vacant and partially wooded. The applicant is currently using it for outdoor storage, but wishes to construct a single 6,000 sq. ft. office building. The applicant will be required to submit a site plan for the new office building. The site plan will also need to include the screening of all outdoor storage.

Per Section 33-27.04(b)(4), the following standards apply to outdoor storage in the M-1 zoning district.

- No outdoor storage area shall be located in the landscape buffer area.
- The storage area shall be entirely screened with an opaque screen of at least eight feet in height. Webbed chain link fences may not be utilized to meet this requirement. Masonry block, wood, vinyl or other building materials are permitted.
- The screen must be set back at least five feet from the rear and side lot lines.

- Screening may be composed entirely of plant materials provided that at maturity, or within one year, whichever is less, the plant materials shall be at least eight feet high and 85 percent opaque. If the screen is constructed of block, wood, or other building materials, then two shrubs per 30 linear feet of fence will be required to be planted on the exterior side of the screen. Shrubs may be clustered.

Volusia County instructed the applicant to request to annex into the city, as the property will utilize the city's water and sewer services.

The applicant has also applied for concurrent review of an annexation (AN23-217) and land use amendment (SMLU23-227).

Review by the Technical Review Committee was not required.

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

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

The subject property has split zoning of Volusia County R-4 on the east side and Volusia County I-1 on the west side. The property is separated from the residential zoning by the unimproved Lake Charles Ave. right-of-way, and it directly abuts industrial uses to the west. Where the property abuts residential land uses, significant buffering will be required.

The development is consistent with the Comprehensive Plan in that the underlying proposed land use category of Industrial/Warehouse is compatible with M-1 zoning.

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

This request is for an amendment to the zoning designation only, and no site plan has been submitted at this time. Review of the environmental impacts will occur once a site plan is received.

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

The property is currently vacant of any development, however, it appears that it is currently being used for outdoor, industrial storage. The rezone to M-1 and development of the property should have a positive impact on the City's tax base.

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

Governmental services such as potable water, sewer, solid waste, police, and fire are available for the subject property and will be provided by the City.

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

The subject property is located in a predominately industrial area. As such, rezoning the property to M-1 would be consistent with the other surrounding zoning and uses.

6. Was there a mistake in the original classification?

No; the property is being annexed into the City and therefore needs to be assigned City zoning. Additionally, the property currently has Volusia County split zoning. Zoning to the city's M-1 district will incorporate the entire parcel into one zoning district within the city limits of DeLand.

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

The rezoning should not have a negative impact on the general area. It is adjacent to other industrially zoned property and will have substantial landscaping where adjacent to residential.

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

The rezone request will not adversely impact health, safety, or welfare due to the proximity to similar uses and light industrial development, along with provisions for additional landscape buffering to mitigate impacts to nearby residential.

C. CONCLUSION:

The request is to rezone the subject property from Volusia County R-4, Urban Single Family and Volusia County I-1 Light Industrial, to City of DeLand M-1, Industrial.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation of approval, subject to addressing all comments from the Planning Board.

EXISTING PROJECT AREA COVERAGE			
IMPERVIOUS	AREA (SF)	AREA (AC)	LOT COVERAGE (%)
BUILDINGS	0	0.00	0.00%
SIDEWALK	0	0.00	0.00%
PAVEMENT (TO BE REMOVED)	0	0.00	0.00%
TOTAL IMPERVIOUS	0	0.00	0.00%
PERVIOUS			
LANDSCAPE / NATURAL	198533	4.56	100.00%
TOTAL AREA	198533	4.56	100.00%

PROPOSED PROJECT AREA COVERAGE			
IMPERVIOUS	AREA (SF)	AREA (AC)	LOT COVERAGE (%)
BUILDINGS	6000	0.14	3.02%
SIDEWALK	974	0.02	0.49%
PAVEMENT	7727	0.18	3.89%
TOTAL IMPERVIOUS	14701	0.34	7.40%
PERVIOUS			
LANDSCAPE / NATURAL	183832	4.22	92.60%
TOTAL AREA	198533	4.56	100.00%

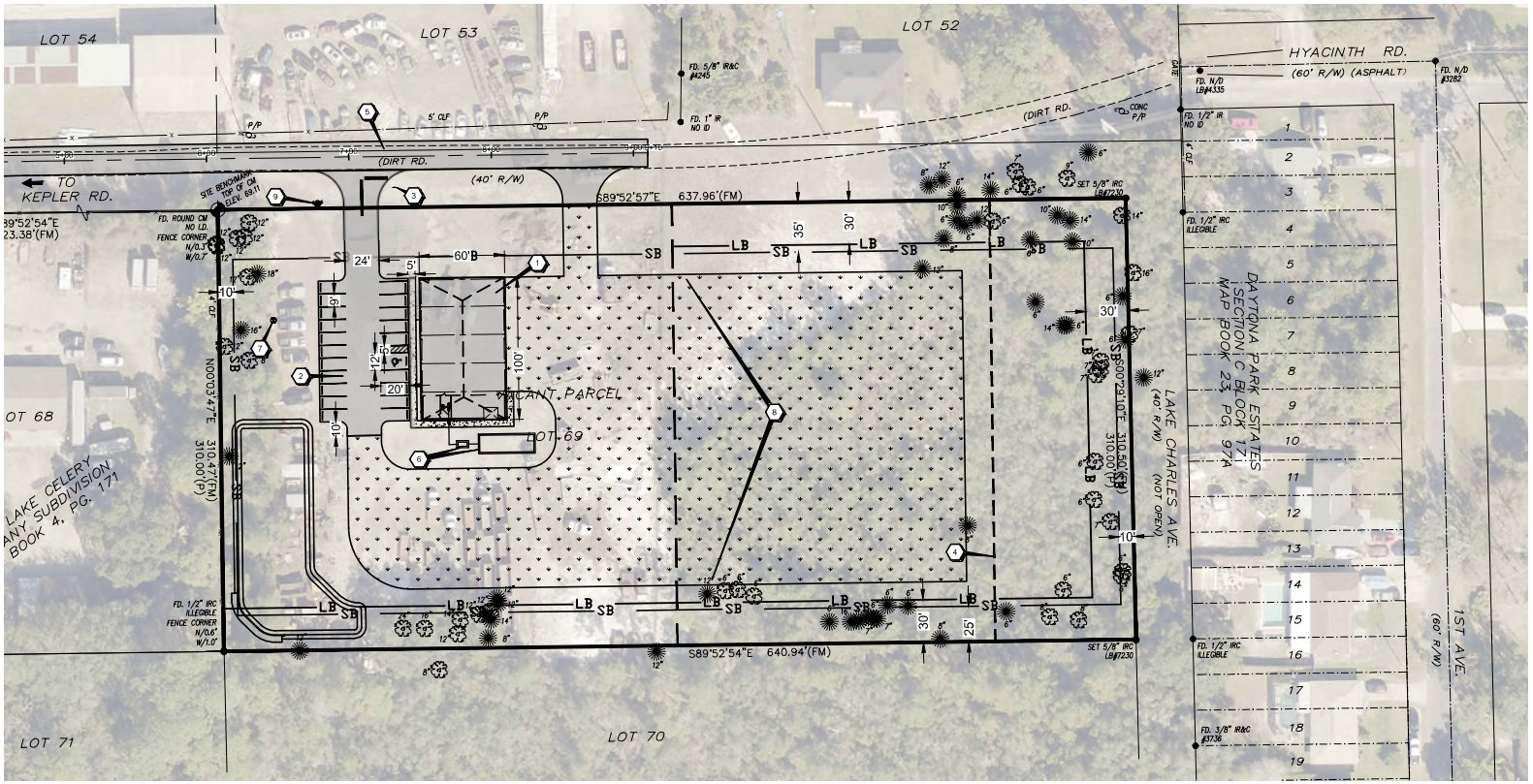
KEYNOTES:

1. CONSTRUCT 6,000 SQ. FT OFFICE BUILDING.
2. CONSTRUCT ASPHALT PARKING AREA.
3. 36" STOP SIGN AND 24" WHITE THERMOPLASTIC STOP BAR.
4. TREE PRESERVATION AREA 30,216 SQ. FT = 15.3% OF PROPERTY.
5. CONSTRUCT 20' WIDE ASPHALT ACCESS DRIVE
6. SEPTIC TANK AND DRAIN FIELD.
7. EXISTING WELL TO PROVIDE IRRIGATION.
8. STABILIZED OUTDOOR STORAGE AREA.
9. FIRE HYDRANT.

NORTH

40 0 40 80

SCALE: 1"=40'



Zahn Engineering, Inc.
Civil Engineering • Land Planning • Permitting
150 South Palmetto Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-0020 – Fax: (386) 252-6050
www.zahneng.com

NO.	DATE	APPR.	REVISION DESCRIPTION

DESIGNED: CPC
DRAWN: ANJ
CHECKED: CPC
DATE: 04-12-23
FILE: 230

CONCEPT PLAN

CFB OUTDOORS OFFICE

1605 N KEPLER, DELAND, FL 32724 VOLUSIA COUNTY, FL

PROJECT NUMBER
230

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY THE PE SPECIFIED, ON THE DATE SPECIFIED BELOW.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

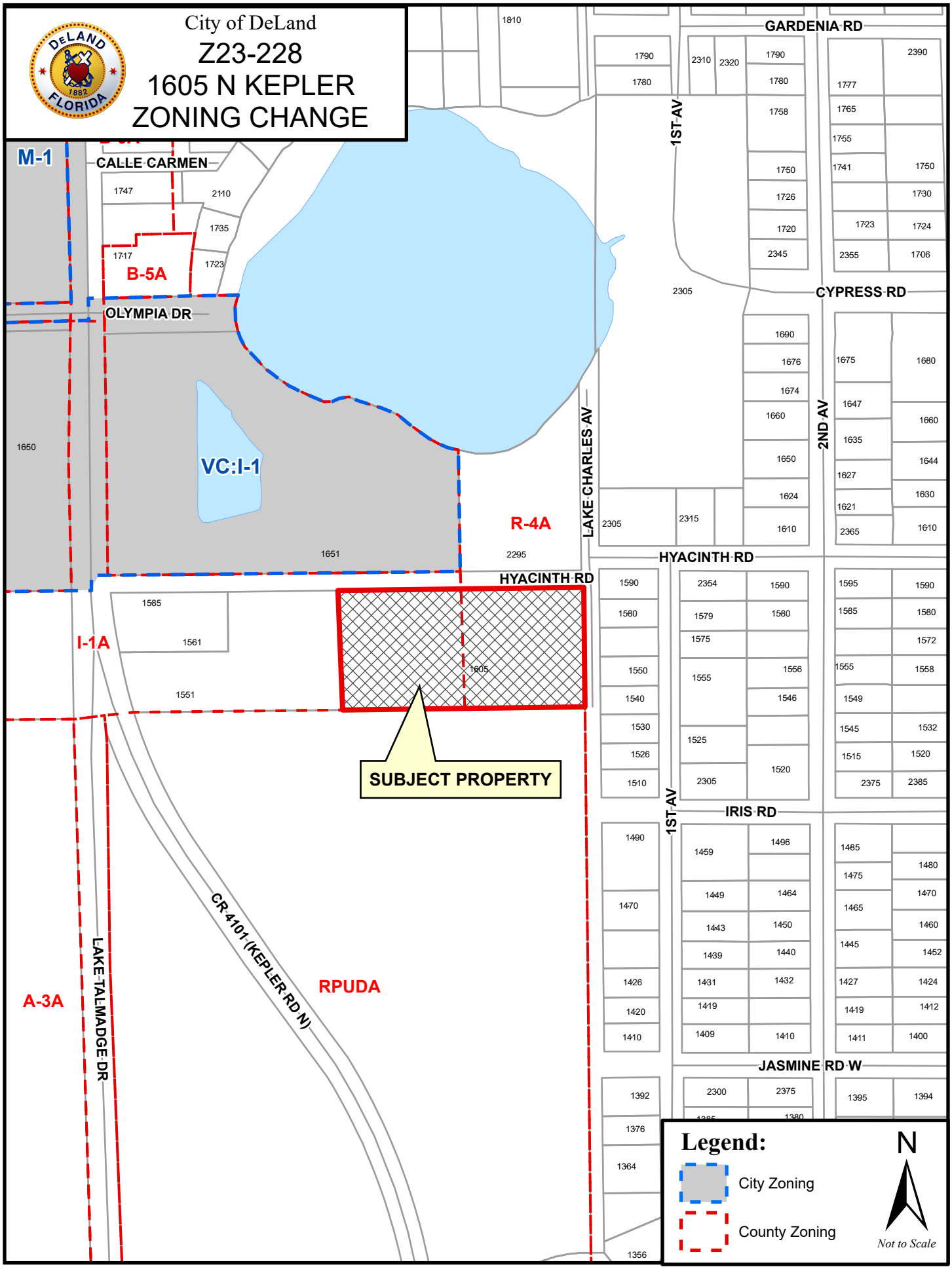
NOT VALID WITHOUT SEAL

Digitally signed by Christopher Casey, PE
Date: 2023.10.27 10:49:57-04'00'

FL. P.E. NO. 19083, 82289, 95229

SHEET 1 1 OF 1

PROGRESS SET-FOR REVIEW ONLY-NOT FOR CONSTRUCTION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JASMINE RD W
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2ND AV
LAKE CHARLES AV
LAKE TALMADGE DR
CR 4101 (KEPLER RD N)
SUBJECT PROPERTY
1605
Legend:
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County Zoning
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Not to Scale

City of DeLand
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1605 N KEPLER
ZONING CHANGE
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City Zoning
County Zoning
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Not to Scale

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: First Reading of Ordinance Amending Chapter 33, Section 33-19.13, Residential Dwelling Units on First Floor.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance , LDR24-100 LDR Amendment (Section 33-19.13), LDR24-100 Staff Report

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

Residential uses are a Conditional Use for properties in the C-2A zone district. In 2021, the C-2A regulations were amended with the intention of providing standards for residential dwelling units on the first floor in the Downtown Commercial District. However, the change unintentionally created nonconformities for existing residential uses on the first floor in the C-2A zone district without the required commercial component.

With this proposed amendment, the code will be updated to allow residential uses to be permitted on the first floor in the C-2A zone district, without requiring a commercial component, and while still retaining the buffer distance requirement from Woodland Boulevard and New York Avenue.

At the Planning Board's meeting held on May 8, 2024, the board voted to recommend approval of the amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Growth - Promoting housing options for a range of income levels.

SUSTAINABILITY:

The proposed amendment to Section 33-19.23 of the Land Development Regulations will promote sustainability by allowing for a range of residential development types for the current and future residents of DeLand.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposed amendment on first reading.

BACKGROUND/DISCUSSION:

The way the code is currently written, residential uses are not permitted on the first floor of a new or existing building, without requiring a commercial component. This amendment would allow existing and new residential uses, such as a duplex or a multifamily apartment building, to be constructed, as long as all other

applicable standards of the code are met, including the buffer distance requirement from Woodland Boulevard and New York Avenue.

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 33-19.13 "RESIDENTIAL DWELLING UNITS ON FIRST FLOOR"; 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 standards for residential dwelling units on the first floor in the C2-A Downtown Commercial zone district 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 33-19.13, "Residential Dwelling Units on first floor" by adding the new underlined language and by deleting the ~~strike-~~through language, to be read in full as follows:

33-19.13. *Residential Dwelling units ~~on first floor~~ in the C-2A Downtown Commercial District.*

(a) *Intent.* It is the intent of this Section to provide standards for the location and development ~~for~~ of two and multiple family residential dwelling units~~, which included single-, two- and multiple-family units, on the first floor~~ in the downtown commercial area (C-2A). ~~either as a primary use to an accessory commercial use or as an accessory use to a primary commercial use.~~

(b) ~~*Where allowed*~~ *Residential units on the first floor.* First floor residential dwelling units ~~will~~ are not ~~be~~ permitted within 50 feet of Woodland Boulevard or New York Avenue.

(c) *Development standards ~~for new development~~.*

1. ~~Street side of d~~ Development adjacent to the street shall include amenities that encourage~~s~~ pedestrian activities and will be ~~of the same design as the rest of~~ consistent with other downtown development.

2. Buildings shall ~~should~~ be ~~located adjacent to street or slight setback~~ set back ~~(less~~ no more than 20 feet~~)~~ to activate the street frontage, while still providing ~~allow for a small,~~ a landscaped area for street trees and space for pedestrian activity.

3. For ~~town home~~ townhome ~~style~~ units, parking should be located behind ~~in the rear~~ or inside the structure. ~~If outside parking is utilized in the front of the building, it shall be screened by a three-foot wall. If individual garages are to be~~

~~used the entry must be located at rear to prevent the garage door from being the focal point of the building.~~

a. If outside parking is utilized in the front of the building, it shall be screened by a three-foot wall.

b. If individual garages are to be used the entry must be located at rear to prevent the garage door from being the focal point of the building.

4. Sidewalk ~~or~~ and trail widths shall conform to the adopted design standards. ~~be the same as adjacent sidewalk or trail up to a maximum of 12 feet, with a minimum of five feet.~~

5. Parking garages for multifamily structures will be permitted on the first floor with the entrance preferably parallel to street. The garage will be designed to resemble a residential building or commercial store frontage in order to ~~maintain~~ enhance the character of downtown, and maintain an active street frontage.

~~(d) *Development standards for conversion of existing building.*~~

~~1.~~6. Conversion to residential uses on a first floor will not be permitted for a building if part of a row or line of existing buildings.

~~2. Exterior renovations must comply with Community Design Standards.~~

Section 2. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 3. 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 4. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 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 2 through 5 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 5. Effective Date. 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

33-19.13.

Residential Dwelling units ~~on first floor~~in the C-2A Downtown Commercial District.

(a) *Intent.* It is the intent of this Section to provide standards for the location and development ~~for~~ of two- and multiple family residential dwelling units~~, which included single-, two- and multiple-family units, on the first floor~~ in the downtown commercial area (C-2A). ~~either as a primary use to an accessory commercial use or as an accessory use to a primary commercial use.~~

(b) ~~*Where allowed.* F~~*Residential units on the first floor.* First floor residential dwelling units ~~will~~ are not ~~be~~ permitted within 50 feet of Woodland Boulevard or New York Avenue.

(c) *Development standards. ~~for new development.~~*

1. ~~Street side of d~~Development adjacent to the street shall include amenities that encourage pedestrian activities and will be ~~of the same design as the rest of~~consistent with other downtown development.

2. Buildings shall~~ould~~ be ~~located adjacent to street or slight~~ set back ~~(less~~no more than 20 feet~~)~~ to activate the street frontage, while still providing ~~allow for a small,~~ a landscaped area for street trees and space for pedestrian activity.

3. For town-home ~~style~~ units, parking should be located ~~in the rear~~ behind or inside the structure.

a. If outside parking is utilized in the front of the building, it shall be screened by a three-foot wall.

b. If individual garages are to be used the entry must be located at rear to prevent the garage door from being the focal point of the building.

4. Sidewalk ~~or~~ and trail width~~s~~ shall conform to the adopted design standards. ~~be the same as adjacent sidewalk or trail up to a maximum of 12 feet, with a minimum of five feet.~~

5. Parking garages for multifamily structures will be permitted on the first floor with the entrance preferably parallel to street. The garage will be designed to resemble a residential building or commercial store frontage in order to ~~maintain~~ enhance the character of downtown, and maintain an active street frontage.

~~(d) *Development standards for conversion of existing building.*~~

~~1~~6. Conversion to residential uses on a first floor will not be permitted for a building if part of a row or line of existing buildings.

~~2. Exterior renovations must comply with Community Design Standards.~~

PLANNING STAFF
REPORT
CITY OF DELAND PLANNING
BOARD
May 8, 2024

APPLICATION NO: **LDR24-100**

APPLICANT: City of DeLand

REQUEST: Amendment to the City of DeLand Land Development Regulations to Modify Section 33-19.13 Conditional Use Development Standards for Residential Units in the Downtown Commercial District (C-2A)

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:
In 2021, the C-2A regulations were amended. It was the intent of Sec. 33-19.13 to provide standards for residential dwelling units on the first floor in the Downtown Commercial District. As currently written, the regulations specify that residential dwelling units on the first floor of a building in the C-2A zone district are only permitted as a conditional use. The intent statement in the current regulations requires there be a commercial component to all residential uses in the C-2A zone district. The zone district does not currently permit any residential uses on the first floor of a building unless the residential use is primary to an accessory commercial use or it is an accessory use to a primary commercial use. If the residential use is the primary use, then there must still be a commercial component. With the new commercial component, numerous non-conformities were unintentionally created by requiring a commercial component for residential units on the first floor. Uses such as multi-family apartment buildings or duplexes would not be permitted without the required commercial component, not just within the specific distance along Woodland Blvd. and New York Ave.

It is the purpose of this text amendment to update the code to allow residential uses to be permitted on the first floor in the C-2A zone district, without requiring a commercial component and while still retaining a distance requirement along the two main roadways in the downtown.

With this change, residential dwellings on the first-floor will still be a conditional use, however, the conditions have been clarified and adjusted to facilitate the proposed amendment. Additionally, the Comprehensive Plan does not allow single-family dwelling units in the Downtown Commercial Land Use designation. Staff is removing this inconsistency with the proposed amendment to the Land Development Regulations.

The proposed update to the development standards for property within the C-2A Downtown Commercial District (Section 33-19.13) is attached to this report.

STAFF RECOMMENDATION:
Staff recommends that the Planning Board forward this proposed text amendment, project number LDR24-100, Text Amendment to Modify the Conditional Uses in the C-2A Zone District, Residential Dwelling Units in the Downtown Commercial District, to the City Commission for review and approval.

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: First Reading of Ordinance Changing the Zoning for Property Located at 215 and 221 West Wisconsin Avenue, from R-1A (Single-family Residential) to C-2A (Downtown Commercial).

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, Z24-009 Survey, Z24-009 Staff Report, Z24-009 Current Zoning, Z24-009 Proposed Zoning, Z24-009 Location, Z24-009 Aerial

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

The applicant, Stacia Hollman, is requesting to rezone the subject property to the C-2A zoning district which is compatible with the DC (Downtown Commercial) future land use designation, as well as the characteristics of the surrounding area. The properties are currently zoned R-1A and contain a duplex on each lot. The duplex (2-family residential) use is not permitted in the R-1A (single-family) zone district. Furthermore, the existing structures do not meet the minimum lot width requirements for R-1A, nor do the properties meet the minimum setbacks for the zone district. The applicant has requested a rezoning to reduce the non-conforming nature of the properties.

At the Planning Board's meeting held on May 8, 2024, the board voted to recommend approval of the requested rezoning.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Growth - promoting housing options for a range of income levels.

SUSTAINABILITY:

The proposed rezone request will promote sustainability by allowing for a range of residential development types for the current and future residents of DeLand.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

Staff recommends that the City Commission approve the rezone request for 215 & 221 West Wisconsin Avenue on first reading.

BACKGROUND/DISCUSSION:

The existing structures were built in 1903 and have a future land use designation of Downtown Commercial. Prior to approval of this request, an amendment to Section 33-19.13 of the Land Development Regulations

must be approved. The amendment would allow residential dwelling units in the C-2A zone district to be permitted on the first floor of a building, without requiring a commercial component, and as long as the property meets the distancing requirements from Woodland Boulevard and New York Avenue.

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM R-1A, SINGLE-FAMILY RESIDENTIAL TO C-2A, DOWNTOWN COMMERCIAL ON PROPERTIES LOCATED AT 215 AND 221 WEST WISCONSIN 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.

WHEREAS, properties located at 215 and 221 West Wisconsin Avenue and more particularly described in the attached Exhibit "A", are currently zoned as R-1A, Single-Family Residential, pursuant to City of DeLand's Zoning Ordinances; and

WHEREAS, properties currently have a Land Use Designation of Downtown Commercial pursuant to the City of DeLand's Land Use Plan; and

WHEREAS, a proper and complete application has been received requesting that the zoning be changed to C-2A, Downtown Commercial; and

WHEREAS, the C-2A, Downtown Commercial zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

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

Section 1. The City Commission has held a public hearing on the application for a change of zoning from R-1A, Single-Family Residential to C-2A, Downtown Commercial zoning designation, on the following described property:

See legal description attached hereto as Exhibit "A"

Tax Parcel Identification Nos. 700912000081 and 700912000080

Section 2. The City Commission hereby finds that the C-2A, Downtown Commercial zoning designation is consistent with the property's Downtown Commercial future land use designation.

Section 3. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from R-1A, Single-Family Residential to C-2A, Downtown Commercial zoning designation on the parcel described in Section 1.

Section 4. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 5. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

Section 6. 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 7. 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

PARCEL A

The West 60 fee of Lot 8, Assessor's Subdivision of Lot 7, Block 10, roger's Deland, according to the plat thereof as recorded in Map Book 3, page 87, Public Records of Volusia County, Florida.

16,776 +/- Square Feet

PARCEL B

The East 72 feet of Lot 8, Assessors Subdivision of Lot 7, Block 1, Rogers DeLand, according to the map thereof as recorded in Map Book 3, Page 87, Public Records of Volusia County, Florida.

20,003.04 +/- Square Feet

BOUNDARY SURVEY OF:

PARCEL A

The West 60 feet of Lot 8, Assessor's Subdivision of Lot 7, Block 10, Roger's Deland, according to the plat thereof as recorded in Map Book 3, page 87, Public Records of Volusia County, Florida.

PARCEL B

The East 72 feet of Lot 8, ASSESSORS SUBDIVISION OF LOT 7, BLOCK 10, RODGERS DELAND, according to the map thereof as recorded in Map Book 3, Page 87, Public Records of Volusia County, Florida.

THIS SURVEY IS CERTIFIED TO:

MARK HOLLMANN

FLOOD CERTIFICATION:

This is to certify that I have consulted the National Flood Insurance Flood Hazard Boundary Map and found the subject property is not within a special flood hazard area, according to Map No. 12127C 0470H, dated 02/19/2014. (ZONE X)

PROPERTY ADDRESS:

215 & 221 W. WISCONSIN AVE., DELAND, FL

BEARINGS BASED ON ASSUMED DATUM--The Westerly line of Lot 8 being N.00°03'28"W.

NOTES:

1) Subject to restrictions, reservations, easements and rights-of-way, if any, appearing of record.
2) Survey performed without the benefit of a title search.
3) Underground utilites and other below ground features, not located, other than shown.

LEGEND:

U.E.=Utility Easement
D.E.=Drainage Easement
U.& D.E.=Utility & Drainage Easement
(P)=Plat data
(D)=Deed data
(M)=Field measured data
(C)=Calculated data
F.=Found
F.C.=Fence corner
P.C.=Point of Curve
P.T.=Point of Tangency
P.C.C.=Point of Compound Curve
P.R.C.=Point of Reverse Curve
R/W=Right of way
LS=Land Surveyor
LB=Licensed Business
PSM=Professional Surveyor & Mapper
C/S=Concrete Slab
WPF=Wood Privacy Fence
WRF=Wood Rail Fence
BWF=Barbed Wire Fence
WF=Wire Fence
MRF=Metal Rail Fence
CLF=Chain Link Fence
PF=Privacy Fence
WM=Water Meter
ETP=Electric Transformer Pad
TR=Telephone Riser
TVR=Cable TV Riser
CM=Concrete Monument
CBW=Concrete Block Wall

SCALE 1"=50'

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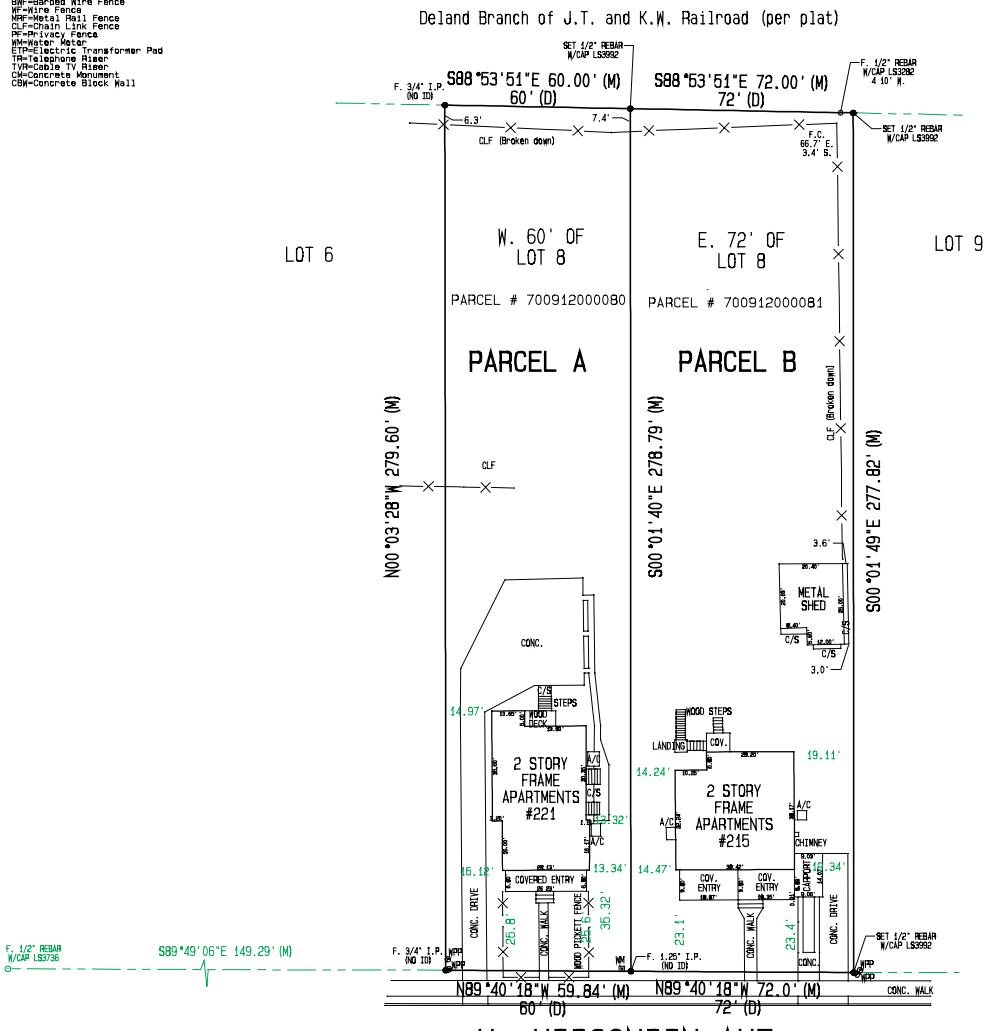


This survey is certified to and prepared for the exclusive benefit of the entities and/or individuals shown hereon. Valid on the most current date shown, and shall not be relied upon by any other entity or individual whatsoever.

There may be additional restrictions and/or other matters of record not shown on this Survey that may be found in the Public Records of the County or contained within the Title Commitment.

THIS DRAWING IS THE SOLE PROPERTY OF LANGFORD SURVEYING CFL, INC AND CANNOT BE EDITED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF LANGFORD SURVEYING CFL, INC. OTHER THAN THE ORIGINAL CLIENT. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE EXPRESSED WRITTEN PERMISSION OF LANGFORD SURVEYING CFL, INC. ©

Langford Surveying CFL, Inc.
931 N. State Road 434 Ste 1201
Altamonte Springs, FL 32714
407-332-7202 386-738-5080
www.langfordsurveying.com
jim@langfordsurveying.com

NOTE:
Date of survey may differ from date of signature. If so, the date of survey is the applicable date.

JAMES P. LANGFORD CERTIFICATE No. 3992 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

DATE SIGNED: 01/22/2024

James P. Langford, P.L.S. 3992 LB7803
VALID ONLY WITH AN AUTHENTICATED ELECTRONIC OR EMBOSSED SURVEYOR'S SEAL & SIGNATURE

Date of Survey:	Drawn by:	Checked by:	Scale:	File name/no.
11/13/2023	JPL	JPL	1"=30'	23-11/

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

May 8, 2024

A. APPLICATION NO.: Z24-009

STAFF PLANNER: Kendall Story, CNU-A

APPLICANT: Stacia Hollman, Owner

REQUEST: Rezone from R-1A (Residential), to C-2A (Downtown Commercial)

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

B. SITE FACTORS:

Location: 221 & 215 W. Wisconsin Ave.
Parcel ID: 700912000080 (221 W. Wisconsin Ave. - 16,776 square feet); 700912000081 (215 W. Wisconsin Ave. - 20,003.04 square feet)
Land Use: DC, Downtown Commercial
Existing Zoning: R-1A, Single Family Residential
Existing Use: Duplex (2-family dwellings)

	SURROUNDING LAND USE:	SURROUNDING ZONING:
North:	LDR (Low Density Residential)	C-2A (Downtown Commercial)
South:	DC, Downtown Commercial	R-1A (Single Family Residential)
East:	DC, Downtown Commercial	C-2A (Downtown Commercial)
West:	DC, Downtown Commercial	R-1A (Single Family Residential)

C. ANALYSIS:

The subject properties are located at 221 & 215 W. Wisconsin Avenue. The properties are currently zoned R-1A and contain a duplex on each lot. The existing structures were built in 1903 and have a future land use designation of Downtown Commercial. The duplex (2-family residential) use is not permitted in the R-1A (single-family) zone district. Duplexes are allowed only in the R-2, R-8, R-12 and E-1 zone districts. Furthermore, the existing structures do not meet the minimum lot width requirements for R-1A, nor do the structures meet the minimum setbacks for the zone district.

The applicant has requested a rezoning from R-1A to C-2A to reduce the non-conforming nature of the properties, making the zone district consistent with the Future Land Use of Downtown Commercial, and allow for future units to be constructed on the long, narrow lots. Currently, neither structure meet the minimum front setback of 30' that is required in the R-1A zone district or the minimum lot width of 75'. However, the C-2A zone district does not have a minimum lot width requirement or setback standards. Therefore, if the properties were to be rezoned to C-2A, they would be in compliance with the dimensional standards of the C-2A zone district, while also allowing for two-family and multi-family uses, unlike the R-1A zone district.

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

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

The development is consistent with the Comprehensive Plan with an underlying land use designation of DC, Downtown Commercial; the DC designation is characterized by a mixture of duplexes and multi-family residential, retail, and office uses. The DC designation does not allow for single-family residential uses.

The C-2A zoning designation is consistent with the Downtown Commercial future land use and maintains the same general character of the surrounding area which consists of a mix of duplexes and multi-family residential and commercial properties.

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

The rezoning of this property should not impact any environmental or natural resources. It is already a developed site. Any future development or redevelopment would be analyzed for environmental impacts at the time of any future development.

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

The rezoning will not have an impact upon the economy, as the property is improved with two duplex structures.

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

The use of the property is anticipated to have little to no impact on governmental services, as the property is already developed and existing services, such as police and fire, are already available.

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

The subject property is located within the Core Area Gateway Overlay District and has a future land use designation of Downtown Commercial. According to section 33-36 of the land development code, the purpose of the Gateway Overlay Districts is to:

- *Ensure that the main streets and entryways to the City of DeLand are developed into well-landscaped, scenic gateways;*
- *Provides uniform design standards to promote high quality new development;*
- *Promote redevelopment and adaptive reuse of existing properties in a manner consistent with the historic character of the city;*
- *Prevent visual pollution caused by unplanned and uncoordinated uses, buildings and structures;*
- *Utilize natural and transplanted trees to shade and soften the appearance of nonresidential parking areas; and*
- *Maximize pedestrian access and safety.*

If redeveloped, the property will be held to the gateway overlay standards, therefore meeting the intent of said section of the code. No exterior site improvements are proposed at this time. The Downtown Commercial land use permits multi-family residential uses, but not duplex (two-family residential).

6. Was there a mistake in the original classification?

There was no known mistake. However, the existing structures, built in 1903, are inconsistent with the Downtown Commercial Future Land Use designation. C-2A zoning is consistent with the existing future land use designation.

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

The proposed rezoning would allow the established duplexes to remain and would allow for possible future units to be added. The rezoning should not have any effect upon the surrounding area.

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

It is not anticipated that there will be any adverse impacts upon public health, safety, or welfare as a result of this zoning change. This rezoning would make the property more conforming, as C-2A does not have a minimum lot size, minimum lot width, setbacks, or maximum impervious.

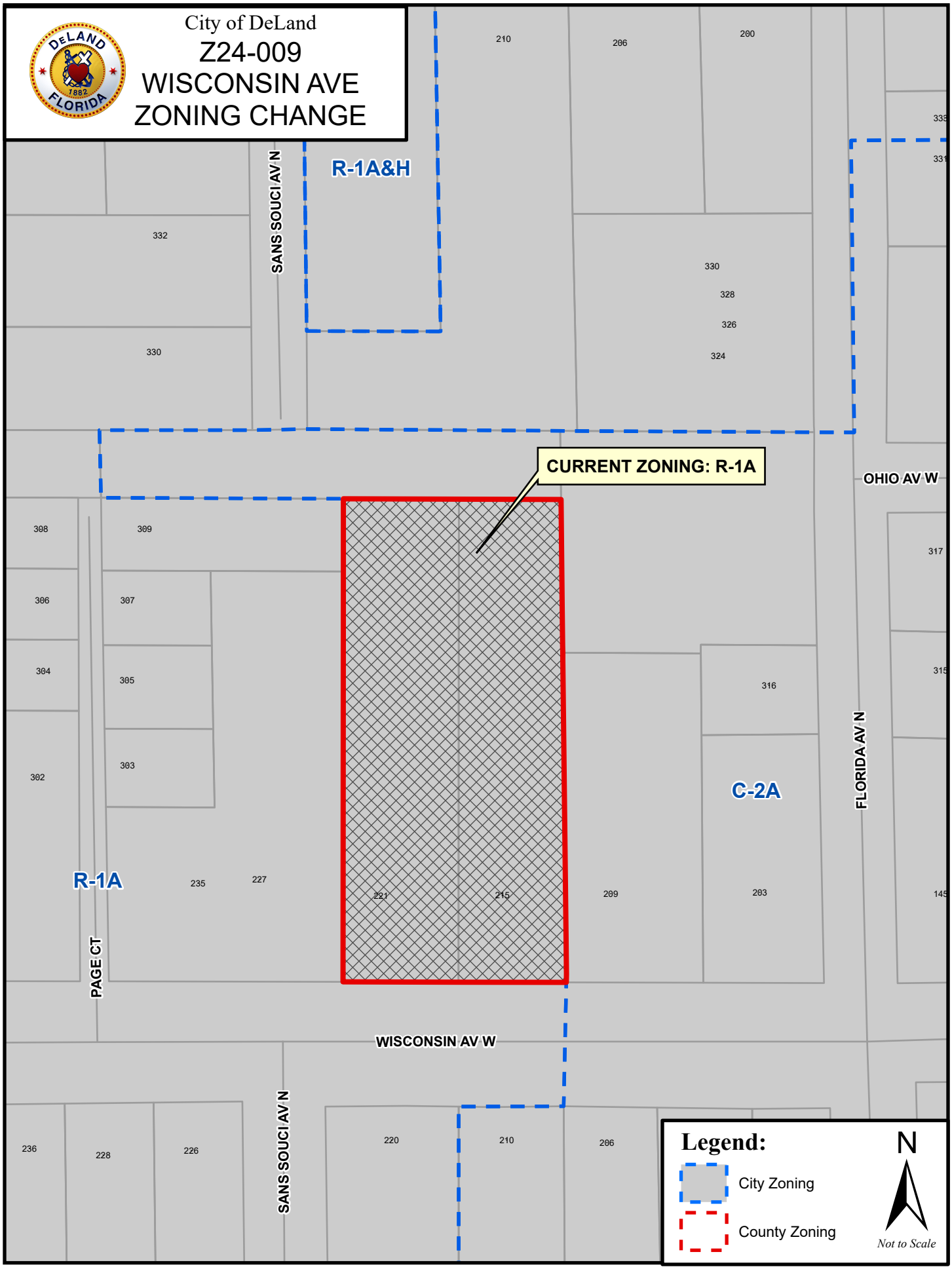
D. CONCLUSION:

The Applicant is proposing to rezone the subject property to the C-2A zoning district which is compatible with the DC (Downtown Commercial) future land use designation, as well as the characteristics of the surrounding area.

E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval to rezone the subject properties from R-1A (Single Family Residential) to C-2A (Downtown Commercial).

L:\COMMDEV\PLANNING\Staff Reports\2024\PB\May\SR-Z24-009 221 & 215 W Wisconsin Rezone to C-2A


City of DeLand
Z24-009
WISCONSIN AVE
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R-1A&H
CURRENT ZONING: R-1A
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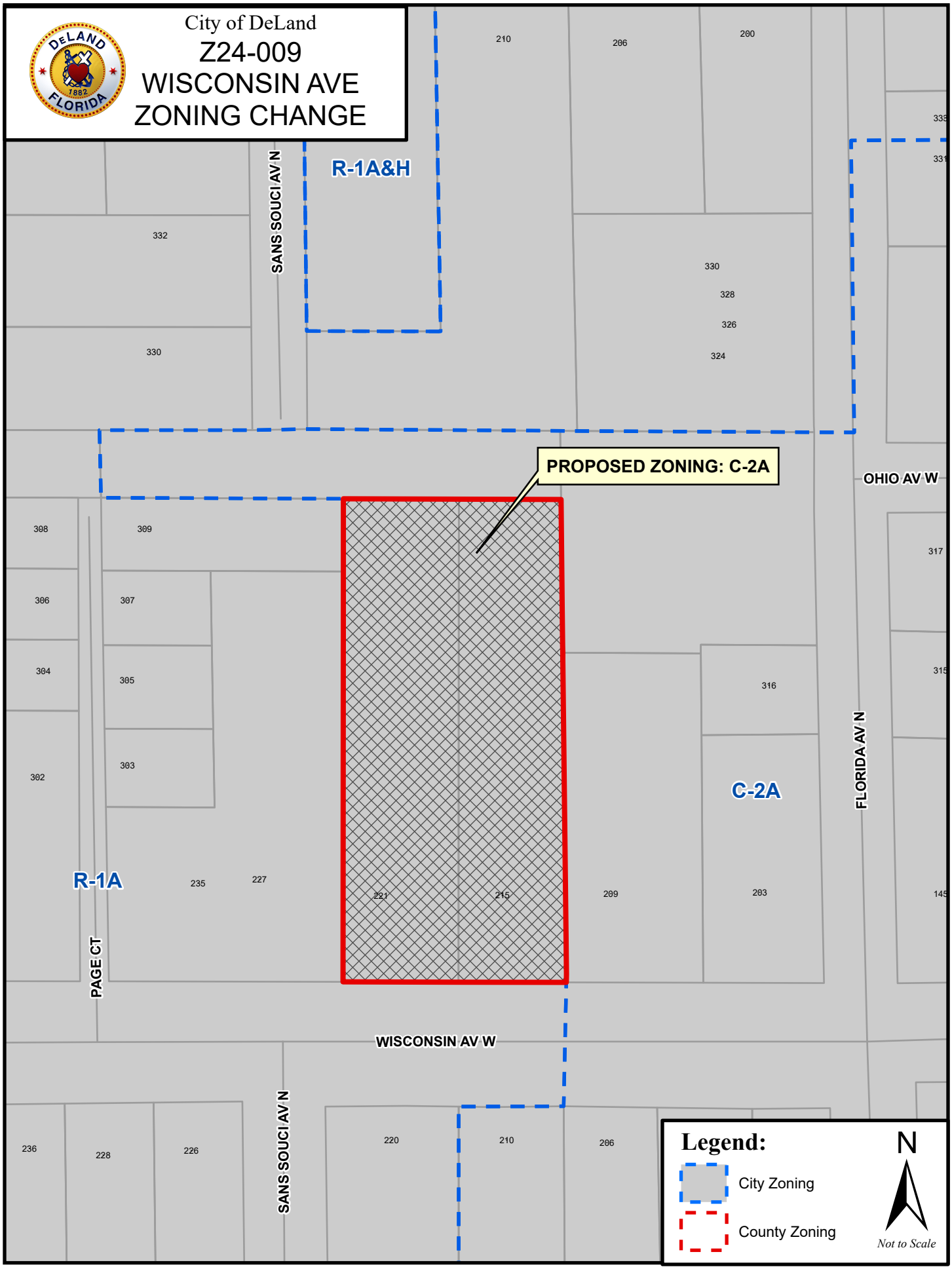
City of DeLand
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City of DeLand
Z24-009
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LUELLA CT
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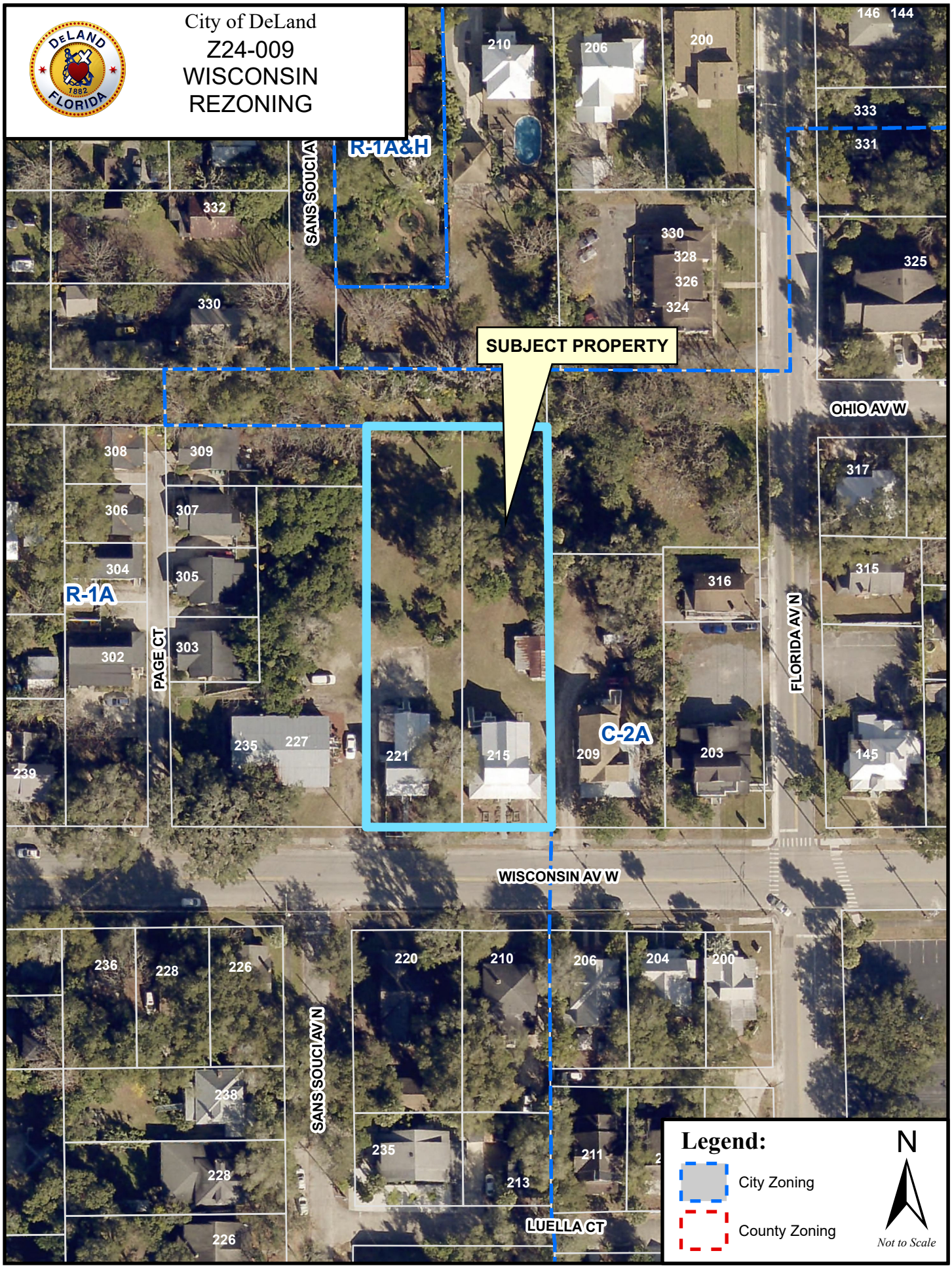
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Z24-009
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REZONING
SUBJECT PROPERTY
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City Zoning
County Zoning
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CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: First Reading of Ordinance Abandoning 1.22 Acres of the Bert Fish Drive Right-of-Way from University Avenue South to Minnesota Avenue and East Bert Fish Drive Right-of-Way from North Bert Fish Drive East to North Amelia Avenue.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Ordinance, Exhibit A, A24-098 Bert Fish Vacation Staff Report, A24-098 Aerial View, A24-098 Zoning Map

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

The applicant, Stetson University, is seeking to vacate the North Bert Fish Dr Right-of-Way from University Ave south to Minnesota Ave. and the East Bert Fish Dr Right-of-Way from North Bert Fish Dr east to North Amelia Ave. The vacation of these portions of right-of-way will allow the university to construct a new residence hall as well as conduct other on-campus improvements. Stetson University would receive all portions of the vacated right-of-way. A utility easement will be established to allow the city to maintain the existing water main and Stetson University will assume maintenance responsibility for the fire hydrants. The area of the proposed vacation will remain accessible to the Fire Department for emergency purposes.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's strategic plan focus area, "Creating the connected community." this vacation will allow the revitalization of Stetson University's campus and bring students closer to the heart of the university and closer to downtown DeLand. Additional green and recreation spaces will be provided where pavement once was.

SUSTAINABILITY:

The abandonment will allow Stetson to commence with revitalization of this section of the campus, with improvement including additional green space and reduced vehicular traffic.

FISCAL IMPACT:

Approval of the right-of-way vacation will have a positive fiscal impact for the City as the City will no longer be responsible for maintenance of the vacated areas.

RECOMMENDATION:

Staff recommends that the City Commission approve, on first reading, right-of-way vacation application A24-098.

BACKGROUND/DISCUSSION:

This is a request for vacation of sections of the North Bert Fish Drive right-of-way. The sections being proposed to be abandoned are completely surrounded by the Stetson University Campus. This request is in

conjunction with a Class IV site plan application to allow the construction of a new residence hall. This vacation would be required to allow Stetson's proposal. Stetson University would receive all of the right-of-way being abandoned.

ORDINANCE NO. 2024 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ABANDONING +/- 1.22 ACRES OF THE BERT FISH DRIVE RIGHT-OF-WAY FROM UNIVERSITY AVENUE SOUTH TO MINNESOTA AVENUE AND EAST BERT FISH DRIVE RIGHT-OF-WAY FROM NORTH BERT FISH DRIVE EAST TO NORTH AMELIA AVENUE, LOCATED AT 220 EAST UNIVERSITY AVENUE; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Stetson University, requested approval of the abandonment of +/- 1.22 acres of the Bert Fish Drive right-of-way from University Avenue south to Minnesota Avenue and east Bert Fish Drive right-of-way from north Bert Fish Drive East to North Amelia Avenue located at 220 East University Avenue and more particularly described in the attached Exhibit "A"; and

WHEREAS, the requested abandonment of the right-of-way is consistent with the transportation element of the City's Comprehensive Plan; and

WHEREAS, the requested abandonment of this portion of the right-of-way will not restrict access to any property, will not be harmful to the public interest, and provides a positive benefit to the City.

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

Section 1. The 1.22 acres of the Bert Fish Drive right-of way and east Bert Fish Drive right-of-way, described in the attached Exhibit A, is hereby abandoned, and any right, title, or interest of the public in and to the right-of-way on any recorded map or plat, is hereby renounced and disclaimed.

Section 2. The effect of this Ordinance is to abandon +/- 1.22 acres of the Bert Fish Drive right-of way and east Bert Fish Drive right-of-way described above, and to renounce and disclaim any right, title, or interest of the public in and to the said right-of-way.

Section 3. The City Clerk-Auditor is hereby directed to have recorded in the public records of Volusia County, Florida, a certified copy of this Ordinance.

Section 4. 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 5. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____ day of _____, 2024.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

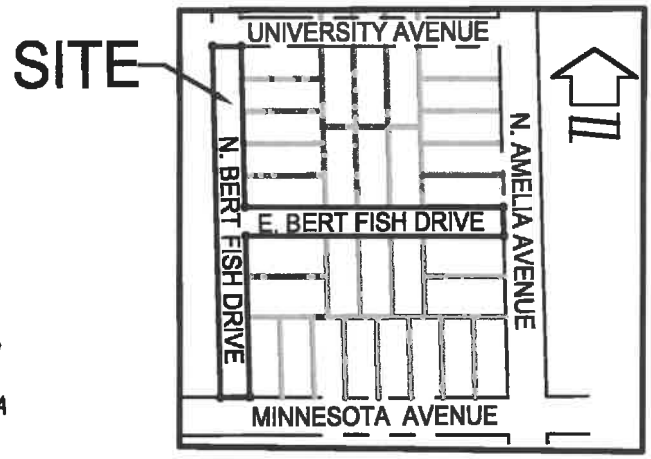
_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

"EXHIBIT A"



VICINITY MAP:
NOT TO SCALE

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF AMELIA AVENUE PER PLAT OF UNIVERSITY HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 8 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS BEING S01°34'19"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 03/22/2024 PER FAC 5J-17.062(2).

WILLIAM P. HINKLE
Licensed Number
4633
STATE OF FLORIDA
Professional Surveyor & Mapper

William P Hinkle Digitally signed by William P Hinkle
Date: 2024.03.22 14:23:39 -04'00'

WILLIAM P. HINKLE DATE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633
THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 3

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 3 FOR SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
ROAD VOCATION OF E. BERT DRIVE AND A PORTION OF N.BERT FISH DRIVE

SECTION 9, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA, COUNTY FLORIDA

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
STETSON UNIVERSITY (DELAND)

DATE: 03/22/24
REV DATE:
SCALE 1" = N/A
PROJ: 50170277
DRAWN BY: SCC
CHECKED BY: WPH

Drawing name: S:\2SU-J31_University out lots\DWG-Civil 3D\Stetson_Lot Combo_UE_VACATION_sursketch.dwg DEW desc. & sketch Sheet 1 (2) Mar 22, 2024 2:07pm by: scline

LEGAL DESCRIPTION:

ALL OF FRENCH AVENUE (EAST BERT FISH DRIVE, FIELD) AND A PORTION OF HAYDEN AVENUE (NORTH BERT FISH DRIVE, FIELD), ACCORDING TO THE PLAT OF UNIVERSITY HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 8, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SITUATED IN SECTION 9, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 40, UNIVERSITY HEIGHTS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 5, PAGE 8 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF NORTH BERT FISH DRIVE (RIGHT OF WAY WIDTH VARIES) ACCORDING TO THE PLAT THEREOF; THENCE S01°30'08"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 278.90 FEET TO THE SOUTHWEST CORNER OF LOT 44 OF SAID PLAT, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST BERT FISH DRIVE (50.00 FOOT RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN N89°54'21"E ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 448.00 FEET TO THE SOUTHEAST CORNER OF LOT 36 OF SAID PLAT, ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF AMELIA AVENUE (66.00 FOOT RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN S01°34'19"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 50.02 FEET TO THE NORTHEAST CORNER OF LOT 48 OF SAID PLAT, ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST BERT FISH DRIVE (50.00 FOOT RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN S89°54'21"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 448.00 FEET TO THE NORTHWEST CORNER OF LOT 53 OF SAID PLAT, ALSO BEING A POINT ON SAID EAST RIGHT OF WAY LINE OF NORTH BERT FISH DRIVE; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S01°34'19"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 280.00 FEET TO THE SOUTHWEST CORNER OF LOT 55 OF SAID PLAT, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF MINNESOTA AVENUE (66.00 RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN S89°54'21"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 51.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID NORTH BERT FISH DRIVE; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N01°25'36"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 608.88 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°54'21"E, A DISTANCE OF 49.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 52,999.85 SQUARE FEET/1.22 ACRES OF LAND, MORE OR LESS.

SHEET 2 OF 3

(SEE SHEET 1 FOR NOTES)
(SEE SHEET 3 FOR SKETCH)

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—OF—

ROAD VOCATION OF E. BERT DRIVE AND A PORTION OF N.BERT FISH DRIVE

SECTION 9, TOWNSHIP 17 SOUTH, RANGE 30 EAST

VOLUSIA, COUNTY FLORIDA

Dewberry

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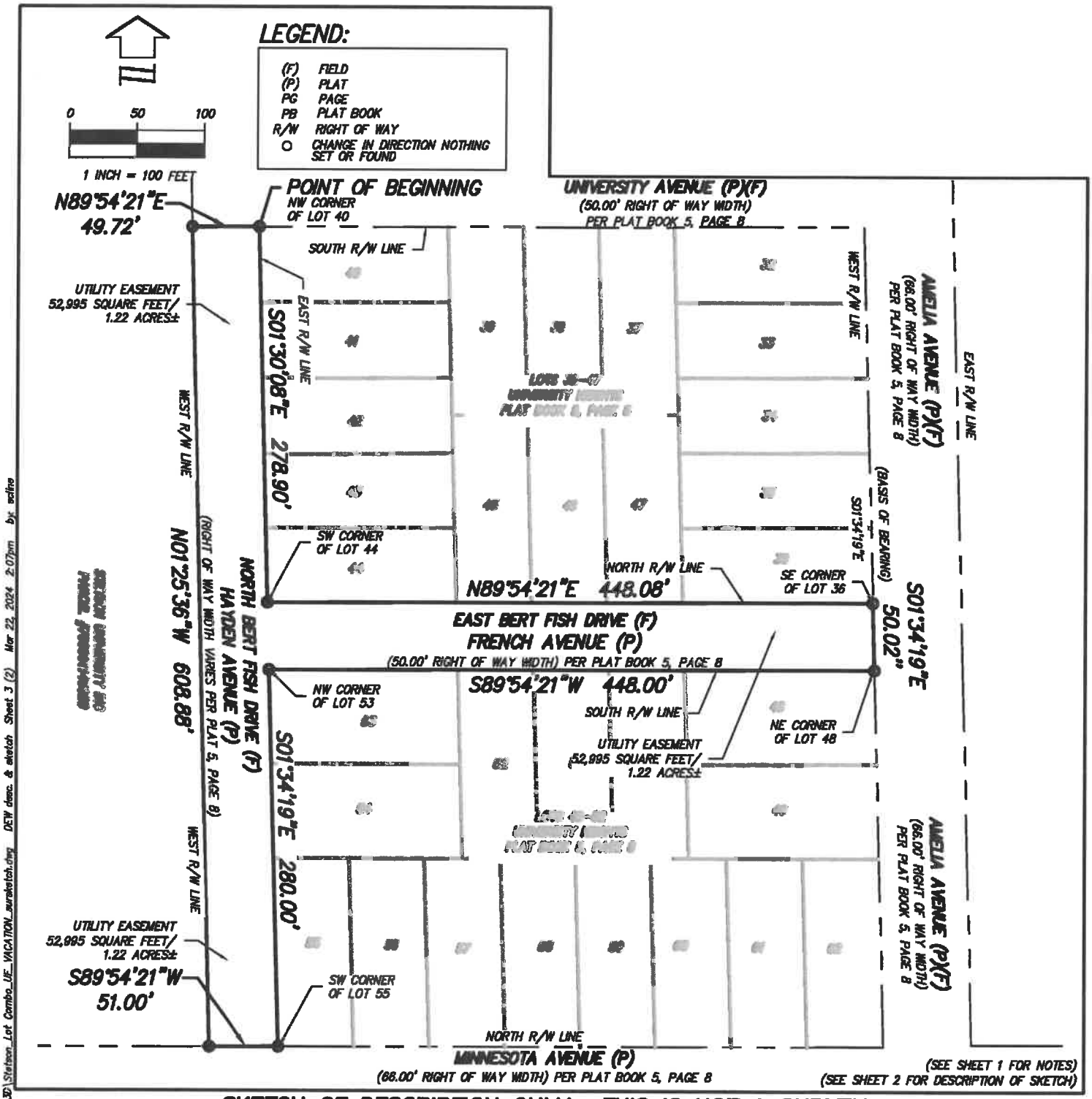
STETSON UNIVERSITY (DELAND)

DATE: 03/22/24 PROJ: 50170277
REV DATE: DRAWN BY: SCC
SCALE 1" = N/A CHECKED BY: WPH

Drawing name: S:\2SU-JSI_University out lots\DWG-Civil 3D\Stetson_Lot Combo_UE_VACATION_sketch.dwg DEW desc. & sketch Sheet 2 (2) Mar 22, 2024 2:07pm by: sclins



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SKETCH OF DESCRIPTION

—OF—

ROAD VOCATION OF E. BERT DRIVE AND A PORTION OF N.BERT FISH DRIVE

SECTION 9, TOWNSHIP 17 SOUTH, RANGE 30 EAST

VOLUSIA, COUNTY FLORIDA

SHEET 3 OF 3

Dewberry

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PREPARED FOR:

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DATE: 03/22/24
REV DATE:
SCALE 1" = 100'

PROJ: 50170277
DRAWN BY: SCC
CHECKED BY: WPH

Drawing name: S:\2SU-StetsonUniversity\Lots\DWG-CIVIL\Stetson_Lot Combo_UE_VACATION_survsketch.dwg DEW desc. & sketch Sheet 3 (2) Mar 22, 2024 2:07pm by: scline

PLANNING DIVISION STAFF REPORT
TO
THE CITY OF DELAND CITY COMMISSION

May 20, 2024

A. **APPLICATION NO**.: A24-098, Bert Fish Dr., DeLand

APPLICANT: Scott Thacker, Stetson University

B. **REQUEST:** Seeking to vacate N Bert Fish Dr R/W from University Ave South to Minnesota Ave. And E. Bert Fish Dr R/W from N. Bert Fish Dr East to N. Amelia Ave

C. **APPLICABLE REGULATIONS**: **CHARTER AND RELATED LAWS Art. XII Planning & Zoning, Sec. 93.** - Dedication and abandonment of streets. **33-90.02**. *Rights-of-way.*

D. **ANALYSIS**: This is a request for vacation of sections of the North Bert Fish Drive right-of-way. The sections being proposed to be abandoned are completely surrounded by the Stetson University Campus. This request is in conjunction with a Class IV site plan application to allow the construction of a new residence hall. This vacation would be required to allow Stetson's proposal. Stetson University would receive all of the right-of-way being abandoned.

Art. XII Planning & Zoning

Sec. 93. - Dedication and abandonment of streets.

The city commission may by ordinance discontinue, vacate and abandon any plat, public park, public square, street, avenue, highway or any other way which is laid out, fixed or established in any manner by the city or any person; however, this power shall not apply to any designated state road without the concurrence of the state road department.

ARTICLE VIII. - DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS
Sec. 33-90. - Transportation systems.
33-90.02. *Rights-of-way.*

(d) *Vacation of right-of-way.* Applications to vacate a right-of-way shall be approved upon a finding that all of the following requirements are met:

1. The requested vacation is consistent with the transportation element of the city Comprehensive Plan.

   The vacation of this right of way will not adversely impact the goals of the city's transportation element. The element states the following:

t. 1.1.6 - Give priority to improvements which will directly benefit City residents and businesses, or those residents and businesses in the planning area.

2. The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement.

   The right-of-way does not provide sole access to any property. The section of right-of-way to be vacated is located entirely within the campus of Stetson University, which contains multiple points of access. The Fire Department will still be able to access existing buildings with this vacation.

3. The vacation will not jeopardize the current or future location of any utility.

   AT&T, Duke Energy, Charter Communications, Florida Public Utilities, the City of DeLand and ZAYO have provided letters of no objection for the vacation.

4. The proposed vacation is not detrimental to the public interest, and provides a positive benefit to the city.

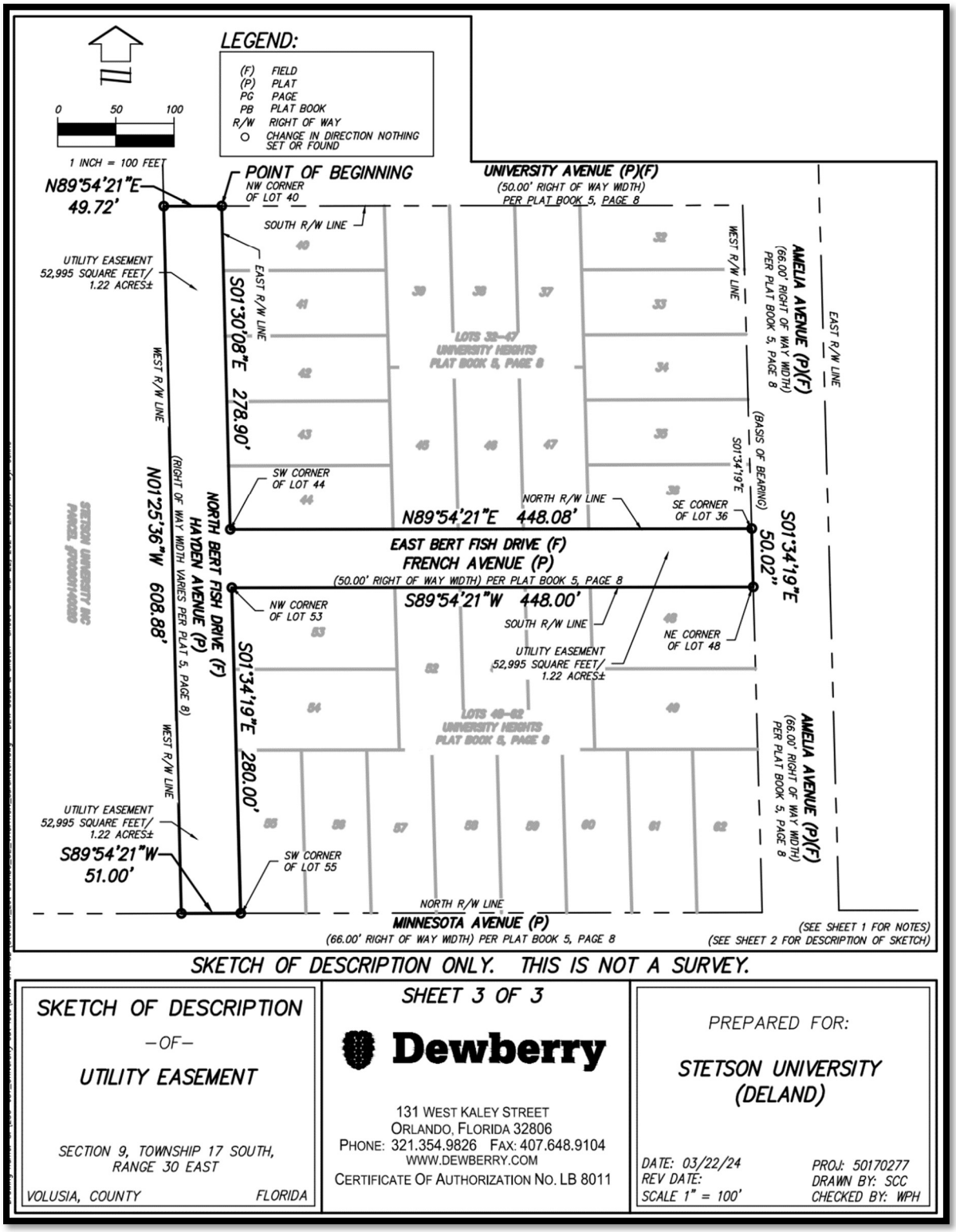
   The proposed vacation is not detrimental to the public interest as the right-of-way is largely used by Stetson students and faculty, and is located entirely within the campus of Stetson. The vacation of the right-of-way will provide additional area and options for future development and allow Stetson to improve the quality of student life on the campus.

E. STAFF RECOMMENDATION:

Based on compliance with the applicable criteria, staff recommends that the City Commission approve, on first reading, right-of-way vacation application A24-098.

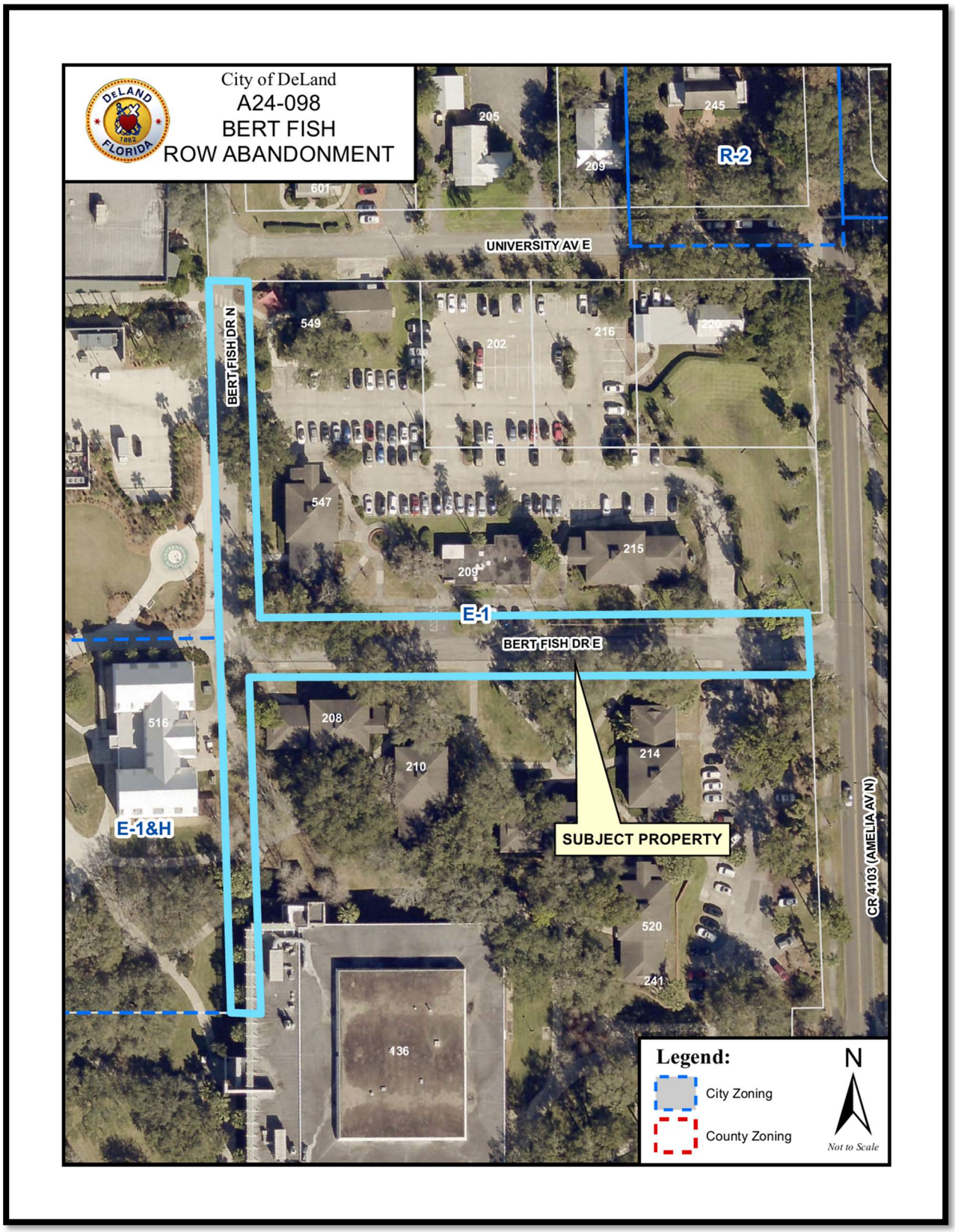
Exhibits

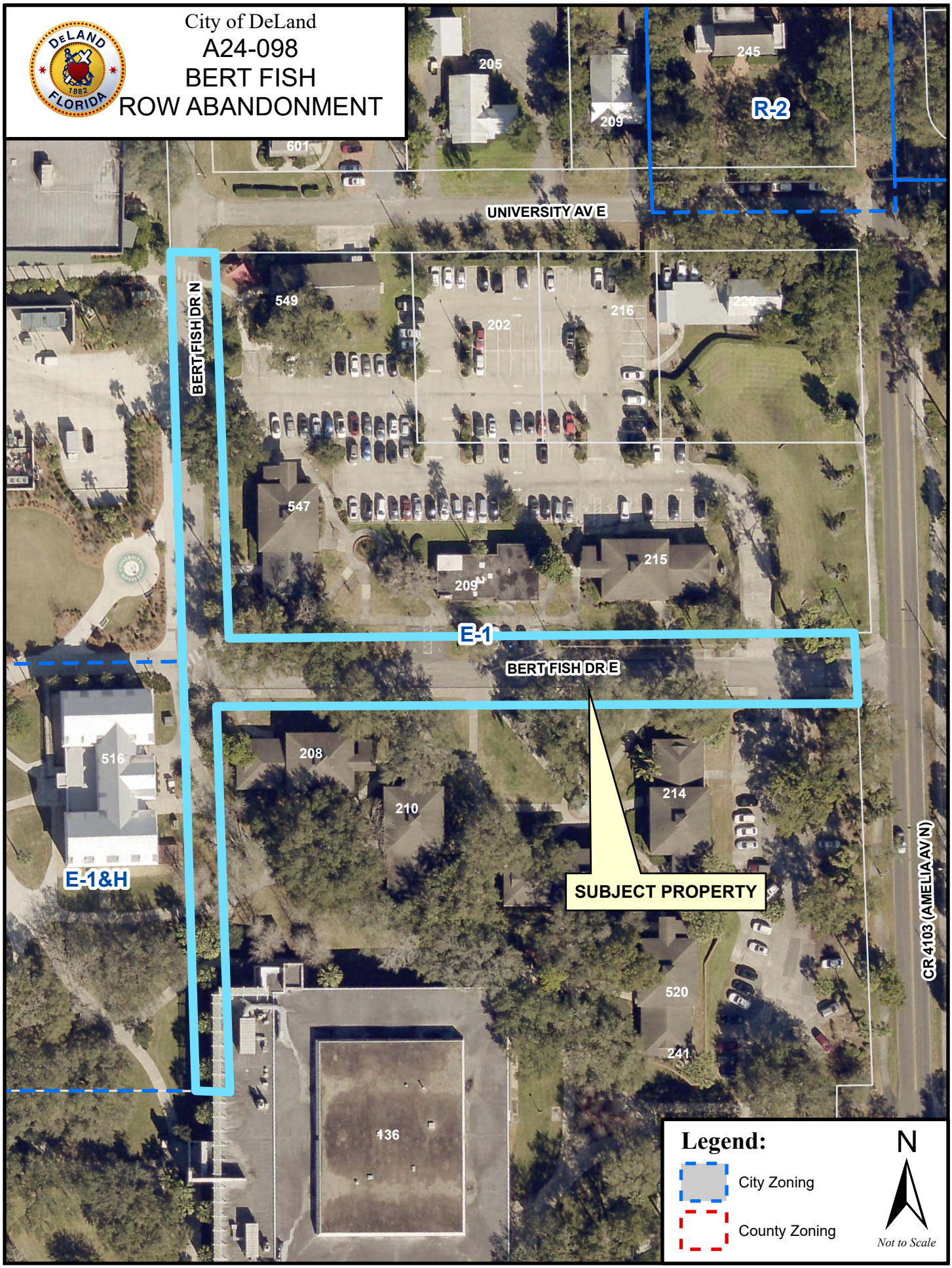
Exhibit 1 – Proposed Vacation Area



A24-098
3 of 4

Exhibit 2 – Aerial




City of DeLand
A24-098
BERT FISH
ROW ABANDONMENT
205
245
R-2
209
601
UNIVERSITY AV E
549
BERT FISH DR N
202
216
220
547
215
209
E-1
BERT FISH DR E
516
208
210
214
E-1&H
SUBJECT PROPERTY
CR 4103 (AMELIA AV N)
520
241
136
Legend:
City Zoning
County Zoning
N
Not to Scale

City of DeLand
A24-098
BERT FISH
ROW ABANDONMENT
R-1AA
R-2
E-1
E-1&H
UNIVERSITY AV E
BERT FISH DR N
BERT FISH DR E
CR 4103 (AMELIA AV N)
MINNESOTA AV E
SUBJECT PROPERTY
246
623
605
611
602
609
205
245
601
209
601
600
549
202
216
220
545
133
547
523
215
209
521
131
516
208
210
214
515
509
520
241
136
242
134
200
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
May 20, 2024

SUBJECT: Resolution Calling for Charter Referendum Election.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, May 16, 2024

SUMMARY/HIGHLIGHT:

This Resolution calls for a Special Charter Referendum Election to be held at the same time as the General Election on August 20, 2024.

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 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 2024 General Election is $1,000 - $3,000. This referendum election may increase this cost for additional advertising and ballots.

RECOMMENDATION:

It is recommended the City Commission adopt the Resolution calling for the Charter Referendum Election.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY OF DELAND, FLORIDA CALLING FOR A CHARTER REFERENDUM ELECTION TO BE HELD AUGUST 20, 2024, FOR THE PURPOSE OF CONSIDERING CHANGES TO THE CITY'S CHARTER AS SET FORTH IN ORDINANCE NOS. 2024-15, 2024-16, 2024-17, 2024-18, 2024-19, 2024-20, 2024-21, 2024-22, 2024-23, AND 2024-24, ADOPTED BY THE CITY COMMISSION ON MAY 20, 2024 AND SUBJECT TO APPROVAL BY THE VOTERS; 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 FOR EARLY VOTING; DESIGNATING THE VOLUSIA COUNTY CANVASSING BOARD AS THE CERTIFYING AUTHORITY FOR THE ELECTION; AND PROVIDING 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 amendments to the Charter shall be conditioned upon approval of the voters by referendum.

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 charter referendum election to be held on August 20, 2024, for the purpose of considering changes to the City's Charter as set forth in Ordinance Nos. 2024-15, 2024-16, 2024-17, 2024-18, 2024-19, 2024-20, 2024-21, 2024-22, 2024-23, AND 2024-24, adopted by the City Commission on May 20, 2024 and subject to approval by the voters. 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. 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 3. 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 4. 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 5. The polls for election day and early voting shall be open as set forth by the Volusia County Supervisor of Elections.

Section 6. 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 20th day of May, 2024.

_____
Robert F. Apgar
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney