



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
NOVEMBER 4, 2024 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mike Modica, First Assembly DeLand Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. City of DeLand Super Star Students of the Month.
2. Police Promotion-Lieutenant Jean Casseus.
3. Employee Years of Service Awards.

CONSENT AGENDA

1. Consideration re State Revolving Fund Amendment #1 to Loan Agreement, WW641120 for Wastewater Treatment Facility Construction.

Staff recommends that the City Commission approve the Loan Agreement Amendment #1 Contract # WW641120 between the State of Florida Department of Environmental Protection and the City of DeLand for the Wiley M. Nash Water Reclamation Plant project.

2. Consideration re Utility Service Agreement for Volusia County Fire Station #42.

Staff recommends that the City Commission approve the Utility Service Agreement for the Volusia County Fire Station #42 industrial project.

3. Consideration re Contract Approving Debris Monitoring Services with DebrisTech, LLC.

It is recommended that the City Commission approve the new contract for debris monitoring services with DebrisTech which will allow the City to obtain services for disaster related debris monitoring under the terms and conditions of the contract that was provided. This contract will be effective for three (3) years with two (2) subsequent one (1) year renewals with City Commission approval.

4. Resolution Approving the Removal of One Historic Tree Located at the Proposed Taylor Ridge Subdivision, on the Northwest Corner of South Blue Lake Avenue and Taylor Road East.

The applicant, Kelly, Collins & Gentry, Inc., has requested that one historic tree located at the proposed Taylor Ridge Subdivision on the northwest corner of South Blue Lake Avenue and Taylor Road East be allowed to be removed.

5. Resolution Approving the Removal of One Historic Tree Located in the Victoria Commons Subdivision, Around Lake Victoria Near the Intersection of West Lake Victoria and Endicott Way.

The applicant, Victoria Park, has requested that one historic tree located in the Victoria Commons Subdivision around Lake Victoria near the intersection of West Lake Victoria and Endicott Way be allowed to be removed.

6. Consideration re Scope of Services, Lead and Copper At-Risk Population Material Investigation Services.

Staff recommends that the City Commission approve the subject task order with McKim & Creed to provide services for the investigation of service lines of unknown materials within the distribution system for the Lead Service Line Inventory.

7. 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.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Consideration re Appointment to Spring Hill Community Redevelopment Agency (SHCRA).

Consideration re Appointment to Spring Hill Community Redevelopment Agency (SHCRA).

2. Announcement of Board Vacancies.

Announcement of Brownfield Advisory Committee.

OLD BUSINESS

1. Continuation of Second Reading of Ordinance No. 2024-41, Annexing ±0.99 Acre of Property Located on the South Side of Cassadaga Road, West of Interstate 4. (DeLand Tech Park).

Request to continue to the November 18, 2024, City Commission meeting.

2. Continuation of Second Reading of Ordinance No. 2024-42, Changing the Land Use for Approximately 0.987 Acre of Property, Located on the South Side of Cassadaga Road, West of Interstate 4, from Volusia County Urban Low Intensity to City of DeLand Commerce. (DeLand Tech Park).

Request to continue to the November 18, 2024, City Commission Meeting.

3. Continuation of Second Reading of Ordinance No. 2024-43, First Amendment to the DeLand Tech Park Planned Development: Approximately 143.24 Acres of Property Located on the South Side of Cassadaga Road, West of Interstate 4, to Add 3.73 Acres of Property to Allow for off-site Tree Protection Areas. (DeLand Tech Park).

Request to continue to the November 18, 2024, City Commission meeting.

4. Continuation of Second Reading of the Ordinance to Repeal and Replace a Portion of the I-4 Automall PD with the Orange Camp DeLand PD.

Continuation of Second Reading of the Ordinance replacing the I-4 Automall PD with the Orange Camp DeLand PD.

NEW BUSINESS

1. Request to Schedule Organizational Meeting.

Request to Schedule Organizational Meeting.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: October 31, 2024

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

For the November 4, 2024 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Emanuel King

Chisholm Center: No submission

Citrus Grove Elementary: Nicholas Perrino

DeLand High School: No submission

DeLand Middle School: Reid Bridges

DeLand PAL: Madison Johnson

DeLand Police Cadet: No submission

DeLand Preparatory Academy: Stefanie Rodriguez

Freedom Elementary: Jamie Betances

George Marks Elementary: Paris Acosta

Southwestern Middle School: Chase Grebosz

St. Barnabas: No submission

St. Peter's Catholic School: Maci Knox

Starke Elementary: Fabian Velez

Stetson Baptist: Jackeline Cruz

TOP Academy: No submission

Woodward Avenue: Susan Hoyer

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

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

10 Years of Service

Kenneth J. Bass, Fire Department

Christopher M. Murray, Fire Department

John R. Rutherford, 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
November 4, 2024

SUBJECT: Consideration re State Revolving Fund Amendment #1 to Loan Agreement, WW641120 for Wastewater Treatment Facility Construction.

DEPARTMENT: Utilities

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

ATTACHMENTS: Loan Agreement Amendment #1

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

SUMMARY/HIGHLIGHT:

In the prior fiscal year, the City Commission authorized a loan agreement with State of Florida Department of Environmental Protection for the construction upgrade and expansion of the Wiley M. Nash Water Reclamation Plant. This project has completed the first year of construction and is currently at 42% of completion.

The original loan agreement awarded the city \$20,000,000 dollars toward the construction upgrade and expansion of the plant. In July of this year the city was awarded an additional amount of \$20,000,000 dollars to continue the funding of the construction project, bringing the borrowed amount up to \$40,000,000 dollars currently. This agreement needs City Commission approval for the Mayor to proceed to sign and give city approval to the state.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

Natural Resource Limits.

FISCAL IMPACT:

An additional impact for \$20,000,000 dollars is expected for this project and future Capitalized Interest. The first semiannual loan payment shall be due May 15, 2027 in the amount of \$1,126,419 dollars.

RECOMMENDATION:

Staff recommends that the City Commission approve the Loan Agreement Amendment #1 Contract # WW641120 between the State of Florida Department of Environmental Protection and the City of DeLand's for the Wiley M. Nash Water Reclamation Plant project.

BACKGROUND/DISCUSSION:

N/A

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW641120
CITY OF DELAND**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF DELAND, FLORIDA, (the “Local Government”) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW641120, authorizing a Loan amount of \$20,000,000, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of \$20,000,000, excluding Capitalized Interest; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$40,000,000	140131

2. Section 8.16 is added to the Agreement as follows:

8.16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

3. Additional financing in the amount of \$20,000,000, excluding Capitalized Interest, is hereby awarded to the Local Government.

4. A Financing Rate of 0.88 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.88 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum.

5. The estimated principal amount of the Loan is hereby revised to \$40,431,600, which consists of \$40,000,000 authorized for disbursement to the Local Government and \$431,600 of Capitalized Interest.

6. An additional Loan Service Fee in the amount of \$400,000, for a total of \$800,000, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$40,000,000.

7. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$1,126,419. Such payments shall be paid to, and must be received by, the Department beginning on May 15, 2027 and semiannually thereafter on November 15 and May 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$41,231,600, which consists of the Loan principal plus the estimated Loan Service Fee.

8. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)	AUTHORIZED LOAN AMOUNT (\$) TO DATE
Construction and Demolition	80,000,000	<i>Line items may vary</i>
Technical Services After Bid Opening	2,000,000	<i>based on Actual</i>
Less WG124 funding	(29,000,000)	<i>Disbursements</i>
SUBTOTAL (Loan Amount)	53,000,000	40,000,000
Capitalized Interest	431,600	431,600
TOTAL (Loan Principal Amount)	53,431,600	40,431,600

9. Subsection 10.07(4) of the Agreement is revised as follows:

(4) The first Semiannual Loan Payment in the amount of \$1,126,419 shall be due May 15, 2027.

10. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW641120 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF DELAND

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Consideration re Utility Service Agreement for Volusia County Fire Station #42.

DEPARTMENT: Utilities

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

ATTACHMENTS: Utility Service Agreement

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

SUMMARY/HIGHLIGHT:

The Volusia County Fire Station #42 industrial project will be located at 1885 N. Kepler Road in DeLand. The proposed industrial project will provide one industrial business 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 industrial project once constructed

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement for the Volusia County Fire Station #42 industrial project.

BACKGROUND/DISCUSSION:

N/A

**UTILITY SERVICE AGREEMENT
FOR
VOLUSIA COUNTY FIRE STATION #42**

THIS AGREEMENT is entered into this ____ day of _____, 2024, between the City of DeLand (City) and, Volusia County (Developer) regarding utility service for the, Volusia County Fire Station #42 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 at 1885 N Kepler Rd, DeLand, FL and described as:

TAX PARCEL NUMBERS
603501350170

35 16 30 S 20 FT OF LOT 17 & LOTS 18 TO 26 INC & LOTS 27 28 & 29 EXC ST RD & S 20 FT OF LOT 30 EXCRD BLK 35 DELTONA PER OR 2844 PG 1109

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 6" water line with one 6" X 6" X 6" stainless steel tapping sleeve with a 6" gate valve, one 6" X 6" X 4" tee, and approximately 30 LF +/- of 6" PVC piping.
- Connection from water line 4" tee with approximately 3 LF +/- of 4" PVC piping, one 4" X 2.5" reducer with a 2.5" gate valve and approximately 5 LF +/- of 2.5" PVC piping to meter backflow set up.
- One force main connection to existing sewer main with a 4" X 2" tapping saddle with stainless steel straps, one 2" Corporation, one 2" gate valve, one 2" check valve, and approximately 120LF +/- of 2" polyethylene tubing.
- All onsite piping, valves, fire department connection, double detector check valve, backflow, potable main and services beyond meter, all sewer gravity lines, force main line, oil water separator, grease trap, lift station and irrigation 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 smaller 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. The City shall have absolutely no responsibility whatsoever for the maintenance of any utility lines within the project.

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, Volusia County Fire Station #42, 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.

COUNTY OF VOLUSIA

Christopher M. Cloudman
Name: C. Storm Kazmierczak
Title: Asst. County Engineer

ATTEST:

Laura Laser
Name: Laura Laser
Secretary

Lisa Smith
Witness 123 W. Indiana Ave, RM 402
DeLand, FL 32720

Sherrill Booth
Witness 123 W. Indiana Ave, Rm 402
DeLand FL 32720

STATE OF FLORIDA
COUNTY OF VOLUSIA

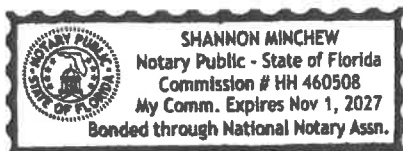
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024 by Christopher M. Cloudman, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

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 October, 2024 by C. Storm Kazmierczak Asst. Co. Eng. of County of Volusia who is ☒ personally known to me or ☐ who has produced, _____ as identification.



Shannon Minchew
Notary Public - State of Florida

Name: Shannon Minchew
My Commission expires: 11/1/2027

Development Team.

CLIENT:

JL2 ARCHITECTURE
1678 KINGSTON RD
LONGWOOD, FLORIDA 32750
PHONE NUMBER: (614) 495-2767
FAX NUMBER
CONTACT PERSON: JOHNNIE LOHRUM
e-mail: lohrum.johnnie@gmail.com

GEOTECHNICAL ENGINEER:

BECHTOL ENGINEERING & TESTING, INC.
605 WEST NEW YORK AVE.
DELAND, FL 32720
PHONE NUMBER: (386) 734-8444
CELL NUMBER: (386) 785-6039
CONTACT PERSON: LOVE B. PATEL, P.E.
e-mail: www.bechtol.com

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: SPENCER H. KERSHAW, P.E.
e-mail: skershaw@zevcohen.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: CHERYL W CAMPBELL, PLA
e-mail: ccampbell@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: NAME
e-mail: info@blackwellsurveying.co

Utilities:

City of Deland
1101 South Amelia Avenue
DeLand FL 32724
Attn: Jim Ailes
Phone (386) 626-7250



CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Consideration re Contract Approving Debris Monitoring Services with DebrisTech, LLC.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: DebrisTech Emergency Services Contract, DebrisTech Exhibits A-C, DebrisTech Contract 10-20-2024 - signed By DebrisTech

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

SUMMARY/HIGHLIGHT:

This Debris Monitoring Contract is intended to provide professional services to assist with the monitoring, management and administrating of disaster debris collection activities for the City. The consultant must be knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines, and operation policies and provide the service necessary to assist the City in obtaining reimbursement from these agencies. The Consultant is expected to advise and support the City during a disaster recovery effort and will be responsible for the overall monitoring of debris collection reports, recovery progress, and efficiently administer the recovery process.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Environmental Cleanup and Recovery.

FISCAL IMPACT:

There will be no fiscal impact on the City unless this contract is activated as the result of a hurricane or similar disaster. If activated, the actual cost will depend on the type of natural disaster and the amount of debris Staff authorizes the contractor to remove. All contract pay items are based on unit prices, so the City's cost will depend upon the quantity of debris actually handled or the quantity of other services performed by the contractor.

RECOMMENDATION:

It is recommended that the City Commission approve the new contract for debris monitoring services with DebrisTech which will allow the City to obtain services for disaster related debris monitoring under the terms and conditions of the contract that was provided. This contract will be effective for three (3) years with two (2) subsequent one (1) year renewals with City Commission Approval.

BACKGROUND/DISCUSSION:

- A debris monitoring contract has been in place since 2015 and has proven to be the best method for natural disasters and storm-related clean up.

- A request for proposals (RFP) for Disaster Debris Monitoring Services was advertised on August 22, 2024.
- A selection committee ranked the submittals in accordance with the evaluation criteria issued with the City's requests for proposals on September 6, 2024.
- Permission to enter into contracts was granted by the City Commission at the September 16, 2024 meeting.

AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES

This Agreement for Disaster Debris Monitoring Services (hereinafter “Agreement” or “Contract”) made and entered by and between DebrisTech, LLC a Mississippi limited liability company registered to conduct business in the State of Florida, whose principal place of business is located at 923 Goodyear Boulevard, Picayune, MS 39466 (“Contractor”) and CITY OF DELAND, a political subdivision of the State of Florida, whose address is 120 South Florida Avenue, DeLand, Florida 32720 (“City”).

RECITALS:

WHEREAS, the City desires to retain the services of a competent and qualified Contractor to provide Disaster Debris Monitoring Services; and

WHEREAS, the City has issued Request for Proposals RFP-24-06 (the “RFP”) seeking a qualified firm to perform Disaster Debris Monitoring Services, and has received responses from various potential vendors; and

WHEREAS, the City has determined that Contractor is fully qualified to render the required services and has otherwise selected vendor in accordance with Florida law and the City of DeLand Charter and Code of Ordinances; and

WHEREAS, it has been determined that the execution of this Agreement is beneficial to the people of City of DeLand, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and City, the parties agree and stipulate as follows:

1 PROJECT MANAGERS

The City and the Contractor shall each designate in writing from time to time a project manager which shall be that party’s representative responsible to take actions relative to this Agreement on behalf of the City and the Contractor as set forth herein.

2 EXHIBITS

2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

2.1.1 Exhibit A—Scope of Services

2.1.2 Exhibit B—Price Sheet

2.1.3 Exhibit C – Required Forms:

Signed Proposal

Acknowledgement of Terms, Conditions & Addenda

Contractor Affidavit Regarding Scrutinized Company List

Public-Entity Crimes Form
Foreign Influence Disclosure Form
Conflict of Interest Affidavit
Non-Collusion Affidavit
Drug-Free Workplace Form
Byrd Anti-Lobbying Amendment Certification
FEMA Provisions
Special Conditions

3 ORDER OF PRECEDENCE

3.1

In the event of any conflicts or inconsistencies between any exhibit to the Agreement and the Agreement itself, such conflict or inconsistency shall be resolved by giving precedence in the following order:

3.1.1 In the event of any conflicts or inconsistencies between Exhibit A – Scope of Services and any other exhibit of this Agreement in regard to the work to be performed by Contractor, Exhibit A – Scope of Services shall be controlling.

3.1.2 In the event of any conflicts or inconsistencies between Exhibit B – Price Sheet and any exhibit in regard to the types of services to be provided under this Agreement; Exhibit B – Price Sheet shall be controlling.

3.1.3 In the event of any conflicts or inconsistencies between the Agreement and any exhibit to the Agreement in regard to all terms and conditions addressed in the Agreement; the Agreement shall be controlling.

4 SCOPE OF SERVICES. Contractor shall provide services under this Agreement and act as a contractor to the City in accordance with the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide Disaster Debris Monitoring Services to the City in accordance with the Scope of Services attached as Exhibit A (the “Services”).

4.2 **Performance Criteria:**

4.2.1 All Services shall be performed in accordance with the Agreement and carried out under the direction of the City’s Project Manager.

4.2.2 All labor necessary to complete the Services shall be performed in a good and competent workmanlike manner, in accordance with industry standards and to the satisfaction of the City.

4.2.3 Time is of the essence for all Services performed under this Agreement.

5 RESPONSIBILITY OF CONTRACTOR

- 5.1 Where questions exist as to the Services to be provided, Contractor shall promptly confer with the City's Project Manager to ascertain the functional criteria of the Scope of Services. The Services of Contractor shall also include the following:
- 5.1.1 Contractor shall keep the City informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the City.
 - 5.1.2 Contractor covenants and agrees as follows:
 - 5.1.2.1 That there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Services.
 - 5.1.2.2 That Contractor recognizes that its special talent, training, and experience caused the City to select Contractor to perform the Services;
 - 5.1.2.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services;
 - 5.1.2.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a professional in the same field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances;
 - 5.1.2.5 That Contractor shall provide all information and documentation required as part of the Services accurately with regard to the information contained therein. City's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the City is relying on Contractor's status as an industry professional in accepting such documentation.
- 5.2 **Supervision.** Subject to Subsection 5.1.2.4, Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor shall hire, compensate, supervise, and terminate members of its work force, and Contractor shall direct and control the manner in which Services are performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees'

and/or subcontractors' wages or salaries. Benefits, if any, for Contractor's employees and/or subcontractors shall be the responsibility of Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering Services pursuant to this Agreement, except to the extent that the same are specifically set forth in the Scope of Services, Exhibit A or by State or Federal law.

- 5.3 **Assurance.** Subject to Subsection 5.1.2.4, Contractor gives City its assurance that all Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Contractor under this Agreement. Contractor shall, without additional cost to the City, correct or revise any errors or deficiencies in its Services for which it is responsible.
- 5.5 **Services to Comply with Specifications and Law.** All Services performed by Contractor shall comply with the Scope of Services and all applicable laws and regulations.
- 5.6 **Subcontractors.**
- 5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any subcontractor, other person, or organization against whom the City may have reasonable objection, nor shall Contractor be required to employ any subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any subcontractor who has been accepted by the City without the City's approval.
- 5.6.2 **Disapproval of Subcontractors.** City's disapproval or requirement of removal or replacement of Contractor's employee or subcontractor shall be deemed for lawful reasons if in City's reasonable judgment, such Contractor's employee or subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the City or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.
- 5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its subcontractor(s), if any, and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create

any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any monies due any subcontractor, except as may otherwise be required by law.

- 5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every subcontractor it retains to the applicable terms and conditions of the Agreement for the benefit of the City, and shall require all subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for Contractor.

6 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate three (3) years from the Effective Date. Two (2) subsequent one (1) year renewals are permissible upon mutual written agreement between the parties with City Commission approval.
- 6.2 The Services to be rendered by Contractor shall be commenced, as specified in this Agreement or as may be requested by the City.
- 6.3 Effect of Expiration of Agreement. Upon expiration of the Agreement (1) no new Services shall begin; and (2) Services started prior to the expiration of the Agreement that cannot be completed until after the expiration of the Agreement shall expire on the completion date of said Services, and after all work or Services associated with said event/project have been approved and accepted by the City's Project Manager. As such the obligations entered therein by both parties under this Agreement and said Services shall remain in full force and effect until completion of all work or Services performed under this Agreement.

7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Price Sheet.** Contractor shall be paid compensation for all Services. Total compensation for this Agreement shall be comprised of the total cost of all Services rendered and at the rates and other provisions set forth in Exhibit "B" – Price Sheet attached hereto and incorporated herein. The City agrees to pay Contractor in current funds, as compensation for its Services.
- 7.2 **Reimbursable Expenses.** City's payment to Contractor pursuant to the Price Sheet, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.
- 7.3 **Payments.** Any payments shall be made in accordance with Exhibit B – Price Sheet.
- 7.3.1 **Approval of Payment.** If, on the basis of the City Project Manager's observation and review of Contractor's Services, the City Project

Manager is satisfied that the Services has been completed and Contractor has fulfilled all of its obligations under the Agreement, the City Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the City Project Manager shall return the invoice to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor will make the necessary corrections and resubmit the invoice.

- 7.3.2 **Invoice Detail.** Contractor shall submit an invoice for which professional Services were rendered to the City upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished in accordance with the Agreement prices set forth by unit prices as set forth in the Price Sheet attached as Exhibit B.

- 7.4 **Invoices.** Invoices or payment requests shall be addressed from Contractor and submitted to the City's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes (Florida's Local Government Prompt Payment Act).

- 7.4.1 **Documentation.** Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the City Project Manager. City Project Manager shall review Contractor's Invoice and supporting data and notify Contractor in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

- 7.4.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit B, Contractor shall invoice City for all payments due Contractor under this Agreement. City shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the City.

- 7.4.3 **Withholding.** The City may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

- 7.4.4 **Payment Due.** Within forty-five (45) days of acceptance by the City Project Manager of all the Services for which Contractor has submitted an invoice of professional Services, Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice, subject to section 7.4.3, above.

- 7.4.5 **Taxes.** City is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.

- 7.5 **Contractor's Continuing Obligations.** Contractor's obligation to perform the Services in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Services not in accordance with the Agreement: approval of any progress; final payment to

Contractor; documentation confirming acceptance of the Work by the City; any payment by the City to Contractor under the Agreement; any act of acceptance by the City or any failure to do so.

- 7.6 **Non-appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Section 166.241, Florida Statutes. Termination by the City due to non-appropriation shall be without a termination charge by Contractor. The City shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in this Agreement. City's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the DeLand City Commission for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.

8 PAYMENT OF SUBCONTRACTORS

- 8.1 **Payment.** Contractor shall pay its subcontractors, if any, within thirty (30) days following receipt of payment from the City for such subcontracted Services or supplies.
- 8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the City harmless from any and all claims and actions from Contractor's subcontractors for payment for Services provided by subcontractors for Contractor under this Agreement. Regardless of the foregoing, nothing in this Agreement shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see the payment of any moneys due any subcontractor, except as may otherwise be required by law.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF CITY

- 9.1 **Indemnification.** The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

- 9.2 **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's immunity or limits

of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10 INSURANCE

The Contractor shall procure and maintain, at its own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of Services under this Agreement. The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of DeLand as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of this

Agreement. Subcontractor's insurance shall be the responsibility of the Contractor.

11 TERMINATION

- 11.1 The Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.
- 11.2 City may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor for convenience or non-appropriations.

Upon delivery of notice of termination from the City to Contractor, Contractor shall stop rendering Services under the Agreement on the date and to the extent specified in City's Notice of Termination.

- 11.3 For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 – Agreement Price and Compensation, and this Article 11 - Termination, the City shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the City for any sums Contractor claims to be owed by City under this Agreement for work performed from the last invoice to the effective date of termination. City shall review such invoice for payment and City shall pay any undisputed amount within forty five (45) days.
- 11.4 With the approval of the City and to the extent required by the City, settle all outstanding liabilities and all claims arising out of such termination. City's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Contractor shall transfer title and deliver to the City, in the manner, at the times, and to the extent, if any, directed by the City of reports, documents and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- 11.5 The right of termination provided to the City and Contractor herein shall be cumulative of all other remedies available at law.
- 11.6 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

12 DISPUTE RESOLUTION

- 12.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. Contractor and City Project Managers shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues shall be escalated to successive management levels as needed.
- 12.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the

other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

- 12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) City Work Days (defined as weekdays [i.e. Monday, Tuesday, Wednesday, Thursday and Friday] not designated as holidays by the City) of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute to the appropriate senior managers
- 12.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.
- 12.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

13 CITY DATA

- 13.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.

- 13.2 Upon any termination or expiration of this Agreement, Contractor, upon City's written request, shall promptly deliver, but not more than thirty (30) days after City's request, to City an extract of City's data in such format as mutually agreed upon by City and Contractor.
- 13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.

14 LOCAL GOVERNMENT REQUIREMENTS

- 14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the City is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE 386-626-7132, HENNESSY@DELAND.ORG, by mail, Attn: Public Records Custodian, 120 SOUTH FLORIDA AVENUE DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the City is required to:

- A. Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 or termination of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the City all public records in the possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all

public records to the City upon completion or termination of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Requests to inspect or copy public records relating to the City's Contract for services must be made directly to the City. If Contractor receives any such request, Contractor shall instruct the requestor to contact the City. If the City does not possess the records requested, the City shall immediately notify Contractor of such request, and Contractor must provide the records to the City or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. Contractor shall indemnify, defend, and hold the City harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes City to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.2 **E-VERIFY.** As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes, as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, as may be amended or revised, shall terminate the Agreement with the person or entity.

The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes, as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes, as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall

comply with such order.

An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes, as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes, as may be amended or revised, with the requirements of Section 448.095, Florida Statutes, as may be amended or revised.

- 14.3 **SECURITY BREACH.** The Contractor agrees to provide electronic and physical security to personal information, as defined in Section 501.171, Florida Statutes, as may be amended or revised, ("Section 501.171"), that Contractor obtains in connection with this Agreement, in accordance with the standard set forth in Section 501.171. As provided in Section 501.171, the Contractor shall take reasonable measures to protect and secure data in electronic form containing personal information. The Contractor shall notify the City of any breach of security of a system maintained by the Contractor as expeditiously as practicable, but no later than 10 days following the determination of the breach of security or reason to believe the breach occurred. Such notification from the Contractor shall include all information that the City needs to comply with the notice requirements set forth in Section 501.171. The Contractor, as the City's third-party agent, as defined in Section 501.171, shall comply with and perform all of the requirements set forth in Subsections 501.171(3) and (4), Florida Statutes, as may be amended or revised, in the event the Contractor experiences a breach of security involving unauthorized access of data in electronic form containing personal information obtained in connection with this Agreement. In addition to complying with Subsections 501.171 (3) and (4), Florida Statutes, as may be amended or revised, the Contractor shall provide or cause to be provided credit monitoring, identity theft protection, and a call center for affected persons, and shall perform other functions and services as required by law. Contractor shall ensure that the City is in compliance with all laws, rules, and regulations governing any breach or potential breach of security of a system maintained by the Contractor.

- 14.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the City and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by

Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 14.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by City, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The City will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the City is aware and Contractor will promptly correct such deficiencies. If the City, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the City, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the City against any and all claims, sanctions, or penalties assessed against the City, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.
- 14.6 **Drug Free Workplace.** The City of DeLand is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the City's policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.
- 14.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

- 14.8 **Equal Opportunity; Disadvantaged Business Enterprises.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, disability, or family status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 14.9 **Public-Entity Crime Act.** Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.
- 14.10 **ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.
- 14.11 **ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, no preference for this contract was given based on Contractor's social, political or ideological interests. Such interests include: political opinions, speech, or affiliations; religious beliefs, religious exercise, or religious affiliations; lawful ownership of a firearm or engagement in the lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition; engagement in the exploration, production, utilization, transportation,

sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; support of the state or Federal Government in combatting illegal immigration, drug trafficking, or human trafficking; engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described in this paragraph; a failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: (1) Environmental standards, including emissions standards, benchmarks, requirements, or disclosures; (2) Social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; (3) Corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or (4) Policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training. By this agreement, Contractor agrees it is also prohibited from giving preference to subcontractors based on the above referenced factors.

- 14.12 **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Contract, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

14.13 **Scrutinized Companies.**

Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Agreement amount equals or exceeds one million dollars, Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

Contractor understands and agrees that the City may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or

more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

15 COMPLIANCE WITH FEMA 2 CFR 200.318-326 AND APPENDIX II CONTRACT PROVISIONS

15.1 Compliance with the Contract Work Hours and Safety Standards Act.

- 15.1.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- 15.1.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth above this section 15.1.1 the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the above clause set forth in section 15.1.1 in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 15.1.1 of this section.
- 15.1.3 **Withholding for unpaid wages and liquidated damages.** The City or State of Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 15.1.3 of this section.
- 15.1.4 **Subcontracts.** The Contractor or any subcontractor shall insert in any subcontracts the clauses set forth in paragraph 15.1.1 through 15.1.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 5.1.1 through 15.1.4 of this section.

15.2 **Clean Air Act and the Federal Water Pollution Control Act:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

15.2.1 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

15.2.2 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15.3 **Suspension and Debarment**

15.3.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

15.3.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

15.3.3 This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

15.4 **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency (See Exhibit D).

15.5 **Access to Records:**

15.5.1 The Contractor agrees to provide the State of Florida, City of DeLand, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers,

and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- 15.5.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 15.5.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 15.5.4 In compliance with the Disaster Recovery Act of 2018, the City of Volusia and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 15.6 **DHS SEAL, LOGO, AND FLAGS:** The Contractor shall not use the Department of Homeland Security (DHS) "DHS" seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 15.7 **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 15.8 **Equal Employment Opportunity Provisions:**
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the City; and refer the case to the Department of Justice for appropriate legal proceedings.

- 15.9 **No Obligation by Federal Government:** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Contract.
- 15.10 **Domestic Preferences for Procurements:** To the extent applicable to this Agreement, Contractor shall comply with 2 CFR § 200.322 - Domestic preferences for procurements. To the greatest extent possible, Contractor shall purchase, acquire, or use of goods, products, or materials produced in the United States.
- 15.11 **Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16 MISCELLANEOUS PROVISIONS

- 16.1 **Independent Contractor.** Contractor shall provide the services required herein strictly in an independent contractor relationship with the City and, except as otherwise expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the City. Nothing herein shall create any association, partnership, joint venture or

agency relationship between Contractor and the City. The City shall not provide vehicles or equipment to Contractor to perform the duties required under this Agreement nor will the City pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Contractor is not exclusively bound to the City and may provide Services to other private and public entities, but agrees and covenants that any such service provided by Contractor or for such entities will not conflict or otherwise interfere with Contractor's provision of Services to the City under this Agreement.

- 16.2 **Other Agencies.** Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.

It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to Contractor.

- 16.3 **Third Party Beneficiaries.** Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.

- 16.4 **Waiver of Claims.** Once the Agreement expires, or final payment has been made, Contractor shall have no more than thirty (30) calendar days to present or file any claims against the City concerning the Agreement. After that period, the City will consider Contractor to have waived any right to claims against the City concerning the Agreement.

- 16.5 **Safety.** Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Contractor shall indemnify and hold harmless the City from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the City because of Contractor, Subcontractor, or supplier's failure to comply with the regulations.

- 16.6 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until

changed in writing in the manner provided in this article. For the present, the parties designate the following:

In the case of City:	with a copies of legal notices to:
City of DeLand Attn: Public Works Director Address: 120 South Florida Avenue DeLand, Florida 32720 Phone: 386-626-7194	City of DeLand Attn: City Attorney Address: 120 South Florida Avenue DeLand, Florida 32720 Phone: 386-626-7118
In the case of Contractor:	with a copy of legal notices to:
DebrisTech, LLC Attn: Brooks Wallace Address: 923 Goodyear Boulevard, Picayune, MS 39466 Phone: 601-658-9598	DebrisTech, LLC Attn: NRAI Services, Inc. Address: 1200 South Pine Island road, Plantation, FL 33324 Phone: 601-658-9598

- 16.7 **Assignment.** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining the City's prior written consent, which consent the City may withhold, limit and/or condition in the City's sole discretion, including, but not limited to, requiring Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the City under this article shall be by written amendment to the Agreement in a form and substance specified by the City in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall provide the City with a written request for City's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the City assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle Contractor to the City's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the City to waive its rights under this Section but no waiver shall be granted by the City without a written and duly executed amendment to the Agreement.

- 16.8 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or

administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.

- 16.9 **Audit Right and Retention of Records.** The City shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Agreement, require its subcontractors to agree; (i) to the requirements and obligations of this Article 16.9 – Audit Right and Retention of Records (ii) to be subject to applicable privacy and confidentiality laws and regulations and (iii) Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Maitland, FL. Nothing in this Article 16.9 – Audit Right and Retention of Records shall require Contractor to violate any laws applicable to Contractor as a provider of Disaster Management Services.
- 16.10 **Location of City Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any City Data outside the territorial limits of the United States of America, without the written approval of the City.
- 16.11 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to City or specified in the Scope of Services, and City must grant approval before any such initial personnel or change or substitution can become effective. City agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) City work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the City Project Manager to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the City Project Manager with such information as necessary for City to evaluate the new key personnel. In the event the City Project Manager has reasonable objections to any replacement of key personnel, City shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with City. If City thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor

to replace any key personnel under this Agreement, Contractor shall give City as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide City with at least thirty (30) days' notice of changes to Contractor's Project team participants. Contractor agrees to provide City with resumes of new Project team participants and City may choose to interview new Project team members.

16.12 **References to City or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference City in Contractor's website, and/or press releases, and, may not place City's name or logo on Contractor's website or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by City. Further, Contractor agrees that it may not use City's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without City's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

16.13 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

16.13.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

16.13.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

16.13.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time

equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

- 16.14 **Bankruptcy Rights of City.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to City are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefor, licenses to rights to "intellectual property" as defined in the Code. The parties agree that City, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, City shall be entitled to retain all of its rights under this Agreement.
- 16.15 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 16.16 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless City or Contractor elects to terminate this Agreement.
- 16.17 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and City. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.
- 16.18 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and the City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.
- 16.19 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Disaster Management Services on the date last written below.

Attest:

Julie A. Hennessy
City Clerk - Auditor

CITY OF DELAND, FLORIDA

BY: _____
Christopher M. Cloudman
Mayor-Commissioner

Date: _____

DebrisTech, LLC

BY: _____
Debra McCormick, Business Manager

Date: _____

**DISASTER DEBRIS MONITORING SERVICES
RFP-24-06
SCOPE OF SERVICES AND SPECIFICATIONS**

SCOPE OF SERVICE

All documentation and record keeping shall comply with current Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA) and all other applicable Federal, State and local regulations, guidelines and operating policies.

1. Project Management and Administration

- A. The Consultant shall appoint a qualified Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and be available to the City at all times during the operational phases of the debris collection and disposal project.
- B. The Consultant shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication and office equipment, and supplies to effectively implement assigned duties.
- C. Project management and administrative responsibilities include but are not limited to:
 - i. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.
 - ii. Provide a daily report of the current day debris contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Recovery Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the City's Project Manager or designee.
 - iii. An interactive web map shall be provided for in-house City staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1st pass complete, 2nd pass complete). The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. Consultant shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred.
 - iv. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
 - v. Hire, train, deploy and supervise all field collection monitors and staff.
 - vi. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models,

the Contractor shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi-automated debris estimates.

- vii. Maintain accurate records of all debris collection vehicles as specified in Section 5 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.
- viii. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Consultant shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.
- ix. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the City.
- x. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
- xi. Schedule work for all team members and contractors on a daily basis.
- xii. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- xiii. Monitor the debris removal contractor for compliance with the requirements of their contract and all City, Federal, State and local regulations, guidelines and operating policies.
- xiv. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), city, state and federal agencies.
- xv. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with City software and approved by the City's Project Manager or designee. The City utilizes Microsoft products (Excel, Access and SQL Server).
- xvi. Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
- xvii. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.
- xviii. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Recovery Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.

- xix. Compile records and assist the City with the preparation of required forms for reimbursement.

2. Collection Monitoring

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by field collection monitors to ensure debris eligibility. The Consultant shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team shall monitor the debris contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- C. When a field collection monitor signs or creates a load ticket, he or she is certifying that **ALL** the information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.
- D. Collection monitoring quality control tasks include but are not limited to:
- i. Verification that all debris picked up is a direct result of the disaster
 - ii. Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and FHWA for reimbursement;
 - iii. Verification that the debris collection contractor(s) are working in their assigned collection areas and roads;
 - iv. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the City's Project Manager;
 - v. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;
 - vi. Ensure compliance with City contracts and federal, state and local requirements by all subcontractors;
 - vii. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates;
 - viii. Identification of eligible stumps, hangers and leaners. Coordinate with the City and federal/state representatives for eligibility determination and ensure documentation (forms, photos, etc.) is completed for reimbursement purposes;

- ix. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.
- x. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
- xi. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
- xii. Coordinate with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. Consultant shall maintain a detailed database of customer complaints and resolutions.
- xiii. An electronic ticketing system shall be used. The system shall be in compliance with all US Army Corps of Engineers (USACE) automated debris management systems (ADMS) specifications.

3. Load Ticket Process Development

- A. The Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Consultant shall retain the original completed tickets on behalf of the City and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name and city, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Digital data shall be provided to the City in a SQL Server database. Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.
- B. Load tickets shall include the following minimum information:
 - i. Date
 - ii. Time
 - iii. Complete street address of closest property
 - iv. Nearest cross street(s)
 - v. Vehicle tag number
 - vi. Type of debris
 - vii. Vehicle certification number
 - viii. Percent of volume (PV)
 - ix. Driver name (printed) and signature
 - x. Field monitor's name (printed) and signature

- xi. Name of sub-contractor
- xii. Tower monitor's name (printed) and signature

4. Disposal Site Monitoring

- A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Consultant shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- B. The Consultant shall provide disposal site monitors and spotters to observe debris unloading operations at the City's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA/FHWA data (such as vehicle volume, type of waste, etc.). The Consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily with the FEMA/FHWA monitors. Disposal site monitors are expected to provide volume determination consistent with FEMA and FHWA regulations
- C. When a field collection monitor signs a load ticket, he or she is certifying that ALL information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.
- D. The Consultant's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the City.
- E. Disposal site monitoring tasks include but shall not be limited to:
 - i. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by City.
 - ii. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - iii. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.
 - iv. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.
 - v. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 5 Debris Vehicle Certification.

- vi. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

5. Debris Vehicle Certification

- A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the City and provided to the City upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.
- B. The Consultant shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:
 - i. Vehicle make, model
 - ii. Length
 - iii. Width
 - iv. Depth
 - v. Gross volume in cubic yards
 - vi. Reduction areas such as wheel wells to reduce volume areas in cubic yards
 - vii. Net volume in cubic yards
 - viii. Vehicle tag number
 - ix. Company vehicle number
 - x. Driver of vehicle name (printed) and signature
 - xi. Photograph of the driver of the vehicle
 - xii. Disposal site monitor name (printed) and signature certifying vehicle
 - xiii. Date
 - xiv. Vehicle certification number
 - xv. Vehicle identification number
- C. When a debris site monitor signs a vehicle certification, he or she is certifying that **ALL** information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.

6. Public Information Assistance

- A. The Consultant shall provide regular status updates to the City's Project Manager for public information use. This may be done on websites, with emails, or other methods approved by the City Project Manager or designee.
- B. The Consultant, at the request of the City, shall provide appropriate staff and a toll-free telephone service to assist with public telephone inquiries and complaints regarding debris removal operations. Customer calls shall be documented and a status maintained to track complaint resolution. Damage complaints resulting from debris removal shall be tracked and reported by debris contractor(s) and forwarded to the project management team to be resolved with the debris contractor. A database of such complaints and their resolution shall be provided to the City's Project Manager.
- C. The Consultant shall provide the City's Project Manager and the debris contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the City Project Manager:
 - i. Contractor name
 - ii. Contract number
 - iii. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00 A.M. the following business day or as requested by the City.

7. Database Reporting

- A. The Consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA and FHWA), state and local reimbursements and subsequent audits.
- B. A SQL Server Database shall be created by the Consultant and backed up at regular intervals approved by the City. This database shall include all information on debris removal and disposal including but not limited to:
 - i. Complete load ticket information,
 - ii. Vehicle certification information,
 - iii. Stump removal information,
 - iv. Hanger removal data,
 - v. Leaner removal information

Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.

All electronic reporting from the database shall be done in either the Adobe pdf format or Microsoft Excel. The database created by the Consultant shall be given to the City with user documentation at the conclusion of the event. The Consultant shall ensure the City can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

8. Payment Monitoring and Reconciliation Process

The Consultant shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the City for processing. The Consultant shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA/FHWA representatives. All invoices from the debris contractor(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Consultant shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the City's Project Manager for payment.

9. Reporting to the City's Project Manager

The Consultant shall contact the City's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no advance notification/warning. The Consultant shall report to the City Project Manager or designee within eight (8) hours of being given a Notice to Proceed.

10. Staffing Plan

A. Event Closure

The Consultant shall assist the City in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies for disaster recovery efforts by City staff and designated debris removal contractors. The Consultant shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Consultant:

- i. Debris related invoices,
- ii. Monitoring information,
- iii. Reports,
- iv. Load tickets,
- v. Consultant payroll,
- vi. Equipment hours
- vii. Vehicle certifications
- viii. Start and end dates of the first debris removal pass and all subsequent passes

C. Compliance

The Consultant shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA

reporting requirements, and any other federal, state, or local regulation. The Consultant shall stay current with FEMA and FHWA policies and procedures and notify the City's Project Manager immediately as changes occur.

D. Meetings with City Personnel

The Consultant shall meet with City representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Consultant shall meet with the City's Project Manager or designee at least once a year at no cost to the City. This meeting shall occur prior to the hurricane season.

E. Additional Services

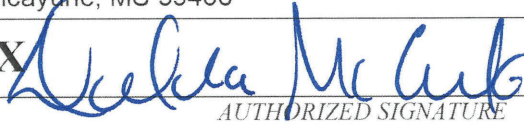
The Consultant shall have the ability, at the request of the City, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Recovery Site (TDSRS).

Attachment A - Price Sheet**RFP-24-06 Disaster Management Services**

	Employee/Service Category	Hours	Hourly Rate	Total
1	On-Site Project Manager	500	65	32500
2	Site Supervisor or Area Supervisor	700	45	31500
3	Tower Monitor	700	38	26600
4	Field Monitor	700	38	26600
5	Administrative Support Staff	5	0	0
6	1-8XX Telephone Service	1	50	50
7	GIS Analyst	5	0	0
8	Automated Debris Management System	0	0	0
9	Data Manager	5	0	0
10	Billing/Invoice Analyst	5	0	0
11	Health & Safety Specialist	5	0	0

Assume 10 Week Event for pricing



SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-24-06	<i>SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED</i>
RFP TITLE: Disaster Debris Monitoring Services		SUBMITTAL DEADLINE: August 22, 2024 @ 3:30 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: A mandatory pre-proposal meeting will be held on August 15, 2024 at 2:00 p.m. located in the Williamson Conference Room, Public Works Building, 1102 S. Garfield Ave., DeLand, FL 32724.		PROPOSAL BOND REQUIRED: N/A
RESPONDENT NAME: DebrisTech, LLC		FEDERAL ID # OR SOCIAL SECURITY #: 27-3362906
MAILING ADDRESS: 923 Goodyear Boulevard		TELEPHONE #: 601-658-9598
CITY – STATE – ZIP: Picayune, MS 39466		FAX #: 601-658-9656
X  AUTHORIZED SIGNATURE		EMAIL: debra@debristech.com
Printed Name Debra McCormick		Title Business Manager
Date 8-19-24		
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS ****PLEASE READ CAREFULLY****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to

**DISASTER DEBRIS MONITORING SERVICES
RFP-24-06**

ACKNOWLEDGEMENT OF TERMS, CONDITIONS & ADDENDA

The proposed schedule should include the position title and hourly rate. The Hourly rate shall be inclusive of overhead, profit, direct, and general and administrative expenses. If travel is required and approved by the City, travel will be reimbursed in accordance with the City's Travel and Training Policy. The Contractor also shall avoid the acquisition of unnecessary or duplicative items (supplies or services). Additionally, the following contract types are prohibited (per 2 CFR 200.324): "cost plus a percentage of cost" or "percentage of construction cost."

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

N/A

ADDENDUM ACKNOWLEDGMENT:

Add. No. 1 Dated 8-16-24 / Add. No. _____ Dated _____

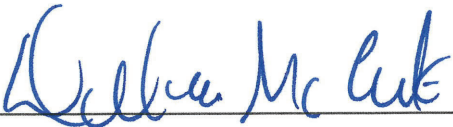
Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-24-06/Disaster Debris Monitoring Services.

VENDOR NAME DebrisTech, LLC

ADDRESS 923 Goodyear Boulevard, Picayune, MS 39466

AUTHORIZED

SIGNATURE 

PRINTED

SIGNATURE Debra McCormick DATE 8-19-24

TELEPHONE# 601-658-9598 FAX # 601-658-9656

EMAIL

ADDRESS debra@debristech.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are 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.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF ~~FLORIDA~~ MISSISSIPPI

CITY OF PICAYUNE

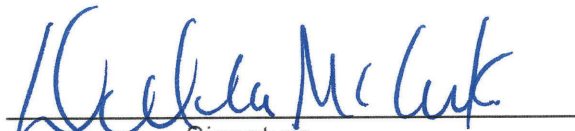
BEFORE ME, the undersigned authority, personally appeared

Debra McCormick, who, being by me first duly sworn, made the following statement:

1. The Business address of DebrisTech, LLC (name of bidder or Contractor) is 923 Goodyear Boulevard, Picayune, MS 39466.
2. My relationship to DebrisTech, LLC (name of bidder or Contractor) is Business Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

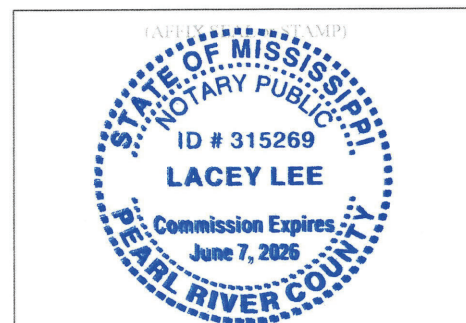
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. DebrisTech, LLC (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. DebrisTech, LLC (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. DebrisTech, LLC (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and City first mentioned above on the
19th day of August, 2024.


Notary Public

My commission expires: June 7, 2026



PUBLIC ENTITY CRIME FORMSection 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____

Date: 8-19-24

DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / ☒ NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

☒ YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.

YES / ☒ NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / ☒ NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern: _____

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name DebrisTech, LLC

Signature: Lacey Lee Date: 8-19-24

Title: Business Manager

STATE OF ~~FLORIDA~~ MISSISSIPPI

COUNTY OF PEARL RIVER

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19th day of August, 2024, by (name of person making statement).

[Notary Seal]



Lacey Lee
Notary Public

Lacey Lee

Name typed, printed or stamped

My Commission Expires: June 7, 2026

☒ Personally, known or ☐ Produced Identification

Type of Identification Produced _____

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

DebrisTech, LLC	923 Goodyear Boulevard
Company	Address
	Picayune, MS 39466
Authorized Signature	City, State, Zip Code
Debra McCormick, Business Manager	601-658-9598
Printed Name & Title	Telephone No.
debra@debristech.com	601-658-9656
Email	Fax No.

State of MISSISSIPPI)
 City of PICAYUNE)

SUBSCRIBED AND SWORN to before me this 19th day of August, 2024, by

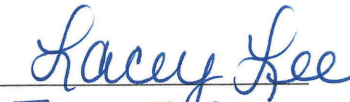
Debra McCormick, who is personally known to me to be the
Business Manager for the Firm, OR who produced the following

identification: _____

Notary Public



Commission Expires:


June 7, 2026

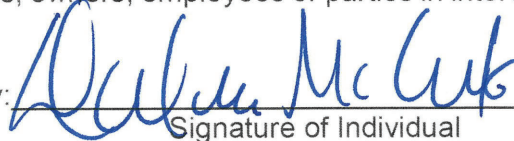
NON-COLLUSION AFFIDAVIT

State of MISSISSIPPI)City of PICAYUNE)

Debra McCormick being first duly sworn, deposes and says that:

- (1) He/she is the Business Manager, (Owner, Partner, Officer, Representative or Agent) of DebrisTech, LLC, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:



Signature of Individual

Debra McCormick

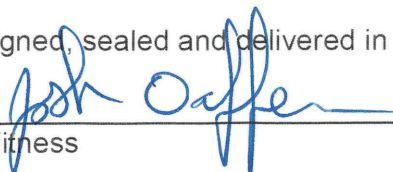
Printed Name of Individual

Business Manager

Title of Individual

Signed, sealed and delivered in the presence of:

Witness



Witness



State of MISSISSIPPI

County of PICAYUNE

The foregoing instrument was acknowledged before me this 19th day of August, 2024 by Debra McCormick, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Lacey Lee
NOTARY PUBLIC

Lacey Lee

(Name of Notary Public: Print, Stamp, or Type as Commissioned)



**CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

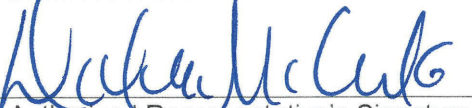
In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

DebrisTech, LLC

Business Name


Authorized Representative's Signature

Debra McCormick

Name

RFP-24-06 Disaster Debris Monitoring Services

Bid Number and Name

8-19-24

Date

Business Manager

Position

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS
REQUIRED FOR CONTRACTS OVER \$100,000**

CONTRACTORS who apply or bid for an award of \$100,000 or more shall fill out and return the following required certification to COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(SIGNATURE PAGE FOLLOWS)

The Consultant/Contractor, DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Company Name DebrisTech, LLC

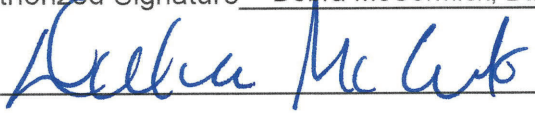
Address 923 Goodyear Boulevard

Picayune, MS 39466

Telephone 601-658-9598 Fax 601-658-9656

Email Address debra@debristech.com

Name and Title of Authorized Signature Debra McCormick, Business Manager

Authorized Signature 

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS¹

During the performance of this contract, the Consultant and/or Contractor (hereinafter Consultant/Contractor) agrees as follows:

1. Contract Work Hours and Safety Standards Act.

Any contract in an amount in excess of \$100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

- a. Overtime requirements. No Consultant/Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph a. of this section the Consultant/Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant/Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a of this section.
- c. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant/Contractor or subcontractor under any such contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant/Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant/Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b of this section.
- d. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

¹ Updated 1/30/2023. Applicable to awards on or after November 12, 2020 per June 2021 Procurement Disaster Assistance Team (PDAT) Contract Provisions Guide.

2. Equal Employment Opportunity provisions:

During the performance of this contract, the Consultant/Contractor agrees as follows:

- a. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor's legal duty to furnish information.
- d. The Consultant/Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant/Contractor's commitments under this section; and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Consultant/Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Consultant/Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to

ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Consultant/Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant/Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Consultant/Contractor will include the portion of the sentence immediately preceding paragraph a and the provisions of paragraphs a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant/Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant/Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultant/Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant/Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultant/Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the County; and refer the case to the Department of

Justice for appropriate legal proceedings.

3. Clean Air Act and the Federal Water Pollution Control Act

Contractor shall comply with the following on all contracts in excess of \$150,000:

a. Clean Air Act

- (1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the COUNTY and understands that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- (1) The Consultant/Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Consultant/Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant/Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The Consultant/Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

4. Suspension and Debarment:

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant/Contractor is required to verify that none of the Consultant/Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Consultant/Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any

lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant/Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

6. Certification for Contracts, Grants, Loans, and Cooperative Agreements

Contractor must submit this certification for each bid or offer exceeding \$100,000.

The Consultant/Contractor certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite

for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant/Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

	8-19-24	Debra McCormick, Business Manager
Signature	Date	Name and Title

7. Procurement of Recovered Materials:

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Consultant/Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Additional FEMA Requirements:

a. Access to Records

- (1) In addition to being subject to Chapter 119, Florida Statutes, the Consultant/Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the Consultant/Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Consultant/Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Consultant/Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, the County and the Consultant/Contractor acknowledges and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. DHS (Department of Homeland Security) Seal, Logo and Flags

The Consultant/Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA

pre-approval. The Consultant/Contractor shall include this provision in any subcontracts.

c. Compliance with Federal Law, Regulations and Executive Orders

The Consultant/Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Consultant/Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

d. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant/Contractor, or any other party pertaining to any matter resulting from the contract.

e. Affirmative Socioeconomic Steps (when subcontractors are to be let by Consultant/Contractor)

If subcontractors are to be let, the Consultant/Contractor is required to take all necessary steps identified in 2 C.F.R. 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

f. License and Delivery of Works Subject to Copyright and Data Rights

The Consultant/Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant/Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

9. Fraud and False or Fraudulent or Related Acts:

The Consultant/Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant/Contractor's actions pertaining to this contract.

10. Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by

the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed

in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs a.(2)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant/Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Consultant/Contractor does not make payments to a trustee or other third person, the Consultant/Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Consultant/Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant/Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- b. Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract,

the (Agency) may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant/Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)

(A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of

agency), the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant/Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(B) of this section.

(D) The falsification of any of the above certifications may subject the Consultant/Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for

less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- i. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant/Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility.

(1) By entering into this contract, the Consultant/Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant/Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Copeland Anti-Kickback Act

- a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. Remedies

- a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:
 - (1) the Consultant/Contractor's remedy for default by the County is a written request to the County Manager seeking the funds from the County for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty (30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.
 - (2) the County's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County whole.
- b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the sole remedy of the Consultant/Contractor for

such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

13. Termination for Cause

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County, the County may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County reserves all rights and remedies available, including, but not limited to, the right to recover the County's additional cost incurred in securing complete performance. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's convenience.

14. Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

15. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an

executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:

- (i) Are not used as a substantial or essential component of any system; and
- (ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or

as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

16. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that financial assistance from FEMA or another Federal agency will be used to fund all or a portion of this contract. The Consultant/Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Acknowledgement and Certification

THE CONSULTANT/CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT THE CONSULTANT/CONTRACTOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

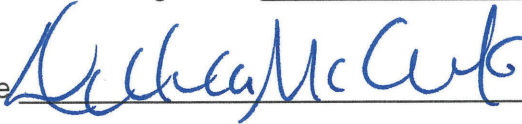
Company Name DebrisTech, LLC

Address 923 Goodyear Boulevard
Picayune, MS 39466

Telephone 601-658-9598 Fax 601-658-9656

Email Address debra@debristech.com

Name and Title of Authorized Signature Debra McCormick, Business Manager

Authorized Signature 



Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

Disaster Debris Monitoring Services
RFP-24-06
August 16, 2024
Addendum #1

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **Q:** When was the last time the City had a contract activation for Debris Removal? How many CYs were removed?
A: Hurricane Ian is the most recent activation with 61K Cubic Yards removed.
2. **Q:** Has the city determined which landfill(s) can be used? If so, please provide locations.
A: See below:
 - Tomoka Landfill – 1990 Tomoka Farms Road Port Orange, FL 32128-3752
<https://www.volusia.org/services/public-works/solid-waste-and-recycling/tomoka-landfill.shtml>
 - Gel Recycling (Grand Avenue) – 480 Grand Avenue Deland, FL 32720
3. **Q:** Does the City/County have a monitoring firm contracted? If so, which monitoring firm?
A: Currently Thompson Consulting Services, LLC
4. **Q:** We are kindly requesting that the City waives all of the Bonding requirements as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts.
A: Bonding is not required for this proposal, just standard language for solicitations if they require bonding.
5. **Q:** The RFP currently indicates that Price will account for 40 points out of 100 total points for the evaluation criteria. Would the City consider utilizing a formula to allocate incremental points for the Price exclusively, such as the following?
 - $(A/B) \times C = D$
 - Lowest Total Price Sheet Cost - A
 - Proposer's Total Price Sheet Cost- B
 - Total Possible points for Price - C
 - Points Earned by Proposer – D**A:** The selection committee has the option to utilize this formula if it chooses, but that would not be decided until the beginning of the selection committee.
6. **Q:** On Page 20 of the RFP, item Financial Stability Statement, can the City clarify if they are requesting financial statements as part of the Financial Stability Statement? If so how many recent years?
A: A statement from the proposer's banking entity endorsing financial stability will suffice, however if unable to obtain this statement records for the preceding five years are requested.

Disaster Debris Monitoring Services
RFP-24-06
August 16, 2024
Addendum #1

7. Q: Would the City consider allowing for additional pages to meet the minimum requirements requested in the RFP?
A: The page limit for Tabs 3-4 is now 35 pages.
8. Q: the RFP lists Foreign Influence Disclosure Form as a required proposal form, however it is not included in the RFP packet. Can the City confirm that this form is required and if so, provide the form?
A: Yes, see below.
9. Q: The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation in 2023. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS will be included in the hourly rates provided and not as a separate hourly rate, separate flat rate, or substitutional charge for any listed position.
A: Yes, please include in hourly rate for all positions and not separately.

Please note that the proposal opening date and time remains August 22, 2024 @ 3:30 P.M.
All other terms and conditions remain unchanged.

Sincerely,

Corey McMillen, CPPB
Purchasing Manager

END OF ADDENDUM #1

DISASTER DEBRIS MONITORING SERVICES
RFP-24-06
SPECIAL CONDITIONS

1. INTRODUCTION/PURPOSE:

City of DeLand is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection activities for the City. The Consultant is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines, operating policies and reimbursement. The Consultant shall advise and support the City during a disaster recovery effort and shall be responsible for the overall monitoring of debris collection contractors. This will include monitoring recovery contractor's progress and recommending efficiencies to improve and expedite recovery work. The Consultant shall coordinate with the disaster debris contractor(s) and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposals (RFP) is to put in place an indefinite delivery/indefinite quantity Agreement for Disaster Debris Management and Support Services.

This Proposal is being solicited in accordance with the procurement requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed online at <http://www.FEMA.gov/Public-assistance-policy-and-guidance>, and incorporated herein in order to be eligible for reimbursement under the Public Assistance Program. All contracts resulting from this solicitation must comply with the requirements of 44 CFR 13.36(b) and 2 CFR 200.317 thru 326.

2. CONTRACT PERIOD:

The Contract will be for a period of three (3) years commencing on the effective date of the contract and ending on September 30, 2027, with the option to extend two (2) additional one-year terms upon mutual agreement of both parties.

Proposal prices shall remain firm for the original term of this contract. The awarded Contractor(s) may have an opportunity to request a price adjustment upon contract renewals. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the contract renewal start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase, and a copy must be sent to the Purchasing Manager and the Public Works Director. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager and the Public Works Director or designee prior to the new price becoming effective.

Contractors may not submit a proposal for this RFP (Disaster Debris Monitoring Services) and RFP-24-05 – Disaster Debris Collection, Reduction, and Disposal Services.

3. BACKGROUND:

The City of DeLand (the City) is located in West Volusia County and serves an area of 18.5

square miles with a population of approximately 42,000. The City's disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane, tornado, or severe flooding and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, using a combination of county, municipal, and contracted forces.

4. **PROPOSAL SUBMITTAL:**

Proposals must be submitted no later than 3:30 P.M. local time on August 22, 2024. Seven (7) paper copies, with the original marked "Original" must be provided, and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

"RFP-24-06, Disaster Debris Monitoring Services" and returned to:

Purchasing Manager – Corey McMillen
DeLand City Hall, 2nd Floor
120 S. Florida Ave.
DeLand, FL 32720

All proposals received on or before the due date and time will be opened after 3:30 P.M. local time on August 22, 2024, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Coordinator on the second (2nd) floor at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Purchasing Manager in time.

5. **MANDATORY PRE-PROPOSAL MEETING DATE AND TIME:**

A mandatory pre-proposal meeting will be held on August 15, 2024 at 2:00 p.m. located in the Williamson Conference Room, Public Works Building, 1102 S. Garfield Ave., DeLand, FL 32724.

☒ **Mandatory** ☐ **Non-Mandatory**

6. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Manager at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Manager. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to

the Purchasing Manager at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Manager in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Manager and posted to the DemandStar website <http://www.demandstar.com> and on VendorLink at www.myvendorlink.com. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm.

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of Deland.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities (2 C.F.R. §200.334). The City maintains records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (2 CFR 200.318(i)).

The City of Deland must make available upon request (for the Federal awarding agency or pass-through entity pre-procurement review) procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates in compliance with 2 CFR 200.325(b) and 200.325(c). FEMA or the pass-through entity may conduct pre-procurement reviews of a non-state entity's procurements consistent with the terms of 2 C.F.R. §§ 200.317-200.327.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm

submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments

Attachment A – Price Sheet

Attachment B – City Travel Policy

Attest:

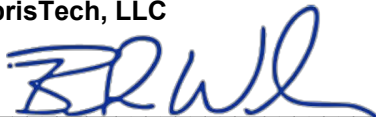
Julie A. Hennessy
City Clerk - Auditor

CITY OF DELAND, FLORIDA

BY: _____
Christopher M. Cloudman
Mayor-Commissioner

Date: _____

DebrisTech, LLC

BY:  _____
Brooks Wallace, President

Date: October 21, 2024

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Resolution Approving the Removal of One Historic Tree Located at the Proposed Taylor Ridge Subdivision, on the Northwest Corner of South Blue Lake Avenue and Taylor Road East.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution, Inspectors Powerpoint Including Location, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

Kelly, Collins & Gentry, Inc. has requested permission to remove one historic tree located at the Proposed Taylor Ridge Subdivision on the northwest corner of S Blue Lake Ave and Taylor Rd E. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 43" DBH historic Red Cedar in GOOD condition. The applicant requested the removal because construction of the project could not be accomplished without removing the tree.

At their October 8, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 43" DBH Live Oak tree because the applicant had demonstrated that construction of the project could not be accomplished without removing the tree.

The Tree Advisory Committee recommended that 100 percent DBH replacement of the historic tree be provided on site. The minimum size for replacement of historic trees is six-inch caliper and seventeen feet in height.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Area of Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

At their October 8, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of one 43” DBH Live Oak tree located at the Proposed Taylor Ridge Subdivision on the northwest corner of S Blue Lake Ave and Taylor Rd E. The Tree Advisory Committee recommended that 100 percent DBH replacement be provided on site.

Staff recommends that the City Commission APPROVE the removal of the 43” DBH historic tree with the requirement that the applicant replace the tree by planting 100 percent DBH of replacement trees from the City’s current List of Approved Tree Replacement Species with a minimum six-inch caliper and seventeen feet height.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspectors PowerPoint including a location map. The Minutes from the October 8th, 2024 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED ON
THE NORTHWEST CORNER OF SOUTH BLUE LAKE AVENUE AND
TAYLOR ROAD EAST; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the applicant, Kelly, Collins & Gentry, Inc., is requesting permission to remove one historic tree located on the northwest corner of S. Blue Lake Ave. and Taylor Rd.; and

WHEREAS, the City’s Forester has determined that the 43” DBH tree is historic and in good condition; and

WHEREAS, on October 8, 2024, the Tree Advisory Committee recommended approval for the removal of the historic tree due to the applicant having demonstrated that construction could not be accomplished without removing the tree; and

WHEREAS, Tree Advisory Committee also recommended that one hundred percent DBH replacement be required for the historic tree with a minimum size for replacement trees of six-inch caliper and seventeen feet height.

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

Section 1. The City Commission hereby approves the request for removal of one historic tree located on the northwest corner of South Blue Lake Avenue and Taylor Road with a replacement requirement of one hundred percent DBH.

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

PASSED AND DULY ADOPTED this 4th day of November, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

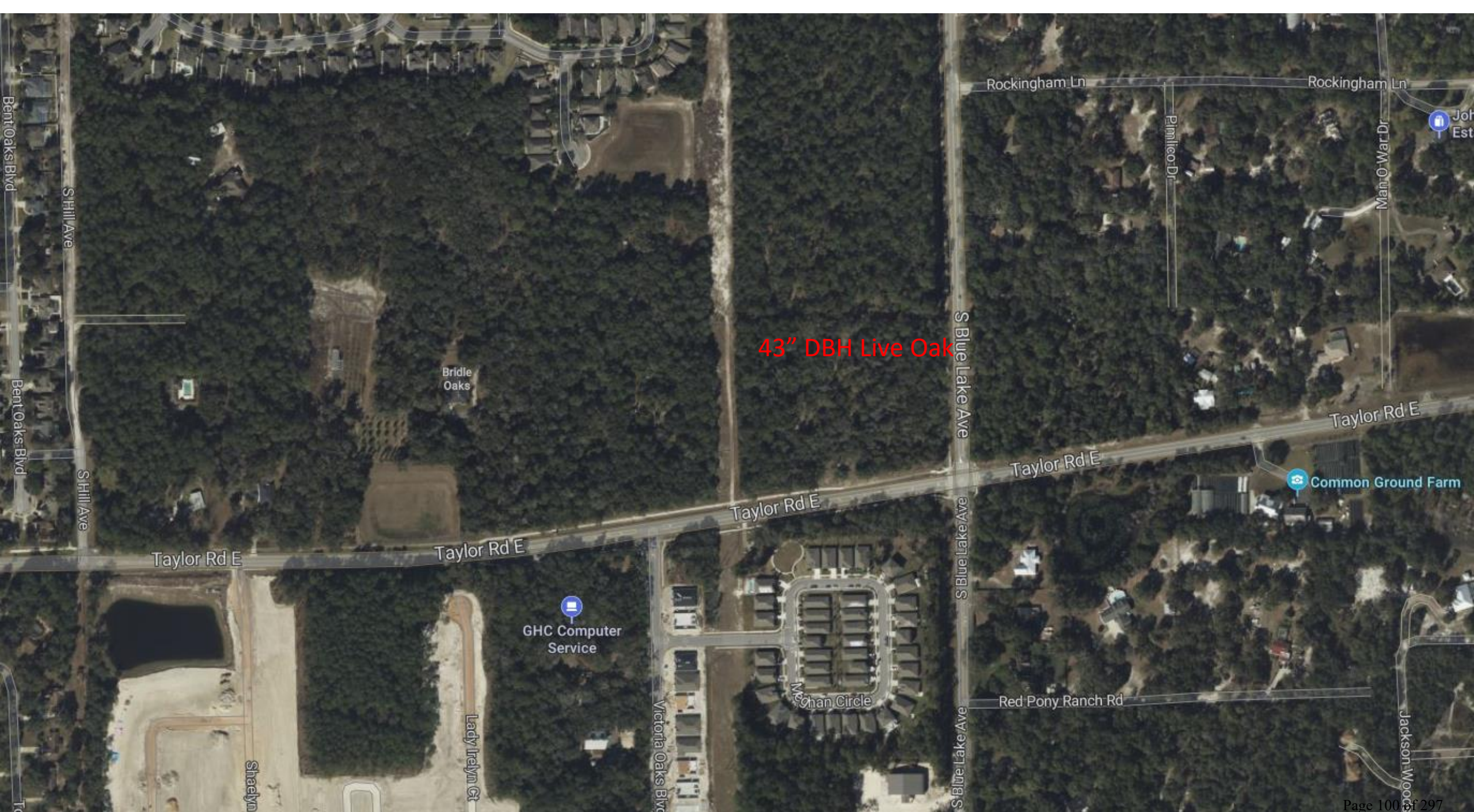
Darren J. Elkind
City Attorney

Parcel #702200000191

PSB24-090

Located on the northwest corner of S Blue Lake Ave and Taylor Rd E

43" Live Oak









Tree Advisory Committee Meeting Minutes

October 8, 2024

Call to Order: Tadd Kasbeer, acting as chair, called the meeting to order at 5:20

Roll Call: **Members:** Howard Jeffries, Dana Venrick, Tadd Kasbeer, Dani Keller, Suze Peace
 City Staff: Corrigan Loduha and Chris Jackson

Approval of the Minutes of the Previous Meeting: Howard Jeffries moved to approve the minutes of the last meeting, and Suze Peace seconded the motion.

New Business:

- **Taylor Ridge historic removal-** The applicant applied for the removal of three (3) historic trees. According to their site plan two were 43" DBH Live Oaks and one was a 51" DBH Live Oak. City staff determined that there was actually only one (1) historic tree for the development of Taylor Ridge. The tree is a 43" DBH Live Oak. Chris Jackson informed committee members that the site plans for this development had already been reviewed and approved by TRC. Suze Peace asked whether any measures were being taken to prevent further tree clearing during this project. Because the applicant had demonstrated that construction of the project could not be accomplished without removing the tree, Dana Venrick made a motion to approve the removal of the tree with 100% DBH replacement. Dani Keller seconded, and all members present agreed, and the motion carried.
- **Victoria Commons historic removal-** Victoria Park has applied to remove one (1) historic tree that has been struck by lightning. The tree is a 31" DBH Live Oak. Members discussed what could be considered adequate replacement requirements for the removal of a tree damaged by an 'Act of God.' Due to its deteriorated condition that did not appear to be the fault of the applicant, Dana Venrick made a motion to approve the tree's removal, with DBH replacement at the discretion of the City and City Forester. Howard seconded, all members present agreed, and the motion carried.

Meeting was shortened due to Hurricane Milton preparations for activation. Old Business, additional agenda items, and further comments from members not related to the Historic Tree Removals on the agenda will be held over until next meeting on Tuesday, November 12th.

Adjourn: The meeting was adjourned at 5:50 PM

Next Meeting: November 12 , 2024

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Resolution Approving the Removal of One Historic Tree Located in the Victoria Commons Subdivision, Around Lake Victoria Near the Intersection of West Lake Victoria and Endicott Way.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution, Inspectors Powerpoint Including Location, Tree Advisory Committee Meeting Minutes

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

SUMMARY/HIGHLIGHT:

Victoria Park has requested permission to remove one historic tree located in the Victoria Commons Subdivision around Lake Victoria near the intersection of West Lake Victoria and Endicott Way. The Land Development Regulations require that, before the removal of any historic trees should occur, it must be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree.

The City Forester has determined that the tree proposed for removal is a 31" DBH historic Live Oak in POOR condition..

At their October 8, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of the 31" DBH Live Oak tree because of its deteriorated condition due natural damage caused by a lightning strike.

The Tree Advisory Committee did not specify a replacement requirement. It is the recommendation of the City Forester that replacement of the historic tree be reduced to a single canopy tree from the City's current List of Approved Tree Replacement Species. The minimum size for replacement of historic trees is six-inch caliper and seventeen feet height.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

At their October 8, 2024 meeting, the Tree Advisory Committee recommended APPROVAL of the removal of one 31" DBH Live Oak tree located in the Victoria Commons Subdivision around Lake Victoria near the intersection of West Lake Victoria and Endicott Way because of its deteriorated condition due to natural damage caused by a lightning strike. The Tree Advisory Committee did not make a replacement recommendation.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspectors PowerPoint including a location map. The Minutes from the October 8, 2024 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED
NEAR THE INTERSECTION OF WEST LAKE VICTORIA AND
ENDICOTT WAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the applicant, Victoria Park, is requesting permission to remove one historic tree located near the intersection of West Lake Victoria and Endicott Way; and

WHEREAS, the City’s Forester has determined that the 31” DBH tree is historic and in poor condition; and

WHEREAS, on October 8, 2024, the Tree Advisory Committee recommended approval for the removal of the historic tree due to its deteriorated condition and natural damage caused by a lightning strike; and

WHEREAS, the Tree Advisory Committee not specify a replacement requirement; and

WHEREAS, the City Forester has recommended that replacement of the historic tree be reduced to a single canopy tree from the City’s current list of Approved Tree Replacement Species with a minimum size for replacement of six-inch caliper and seventeen feet height.

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

Section 1. The City Commission hereby approves the request for removal of one historic tree located near the intersection of West Lake Victoria and Endicott Way with a replacement requirement of one six-inch caliper canopy tree from the City’s current List of Approved Tree Replacement Species.

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

PASSED AND DULY ADOPTED this 4th day of November, 2024.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

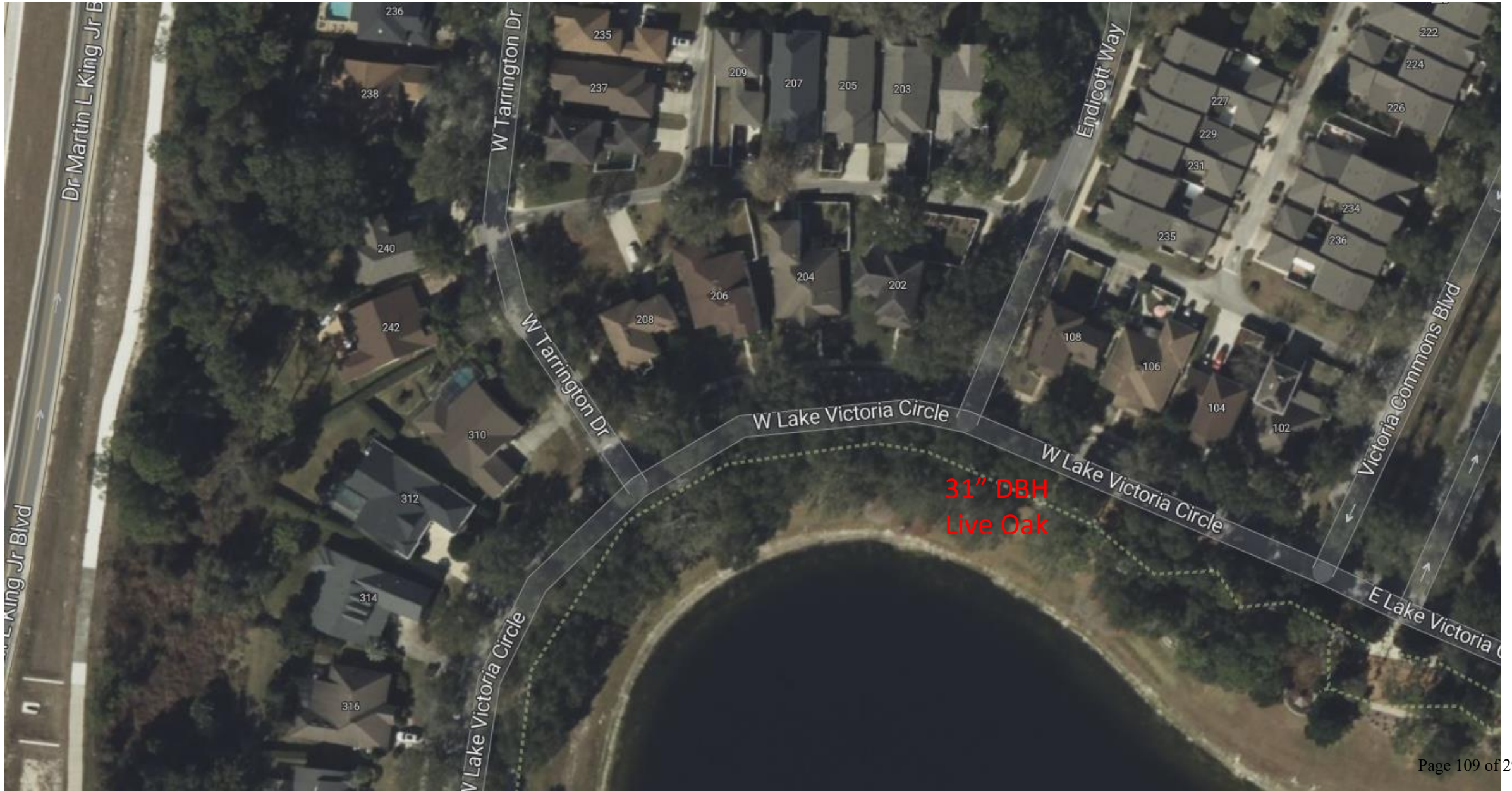
Parcel #70350101000B

Tree24-023

Located around Lake Victoria near the intersection of West Lake
Victoria and Endicott Way

31"DBH Live Oak

Tree Location Map



31" DBH Live Oak









Tree Advisory Committee Meeting Minutes

October 8, 2024

Call to Order: Tadd Kasbeer, acting as chair, called the meeting to order at 5:20

Roll Call: **Members:** Howard Jeffries, Dana Venrick, Tadd Kasbeer, Dani Keller, Suze Peace
 City Staff: Corrigan Loduha and Chris Jackson

Approval of the Minutes of the Previous Meeting: Howard Jeffries moved to approve the minutes of the last meeting, and Suze Peace seconded the motion.

New Business:

- **Taylor Ridge historic removal-** The applicant applied for the removal of three (3) historic trees. According to their site plan two were 43" DBH Live Oaks and one was a 51" DBH Live Oak. City staff determined that there was actually only one (1) historic tree for the development of Taylor Ridge. The tree is a 43" DBH Live Oak. Chris Jackson informed committee members that the site plans for this development had already been reviewed and approved by TRC. Suze Peace asked whether any measures were being taken to prevent further tree clearing during this project. Because the applicant had demonstrated that construction of the project could not be accomplished without removing the tree, Dana Venrick made a motion to approve the removal of the tree with 100% DBH replacement. Dani Keller seconded, and all members present agreed, and the motion carried.
- **Victoria Commons historic removal-** Victoria Park has applied to remove one (1) historic tree that has been struck by lightning. The tree is a 31" DBH Live Oak. Members discussed what could be considered adequate replacement requirements for the removal of a tree damaged by an 'Act of God.' Due to its deteriorated condition that did not appear to be the fault of the applicant, Dana Venrick made a motion to approve the tree's removal, with DBH replacement at the discretion of the City and City Forester. Howard Jeffries seconded, all members present agreed, and the motion carried.

Meeting was shortened due to Hurricane Milton preparations for activation. Old Business, additional agenda items, and further comments from members not related to the Historic Tree Removals on the agenda will be held over until next meeting on Tuesday, November 12th.

Adjourn: The meeting was adjourned at 5:50 PM

Next Meeting: November 12 , 2024

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Consideration re Scope of Services, Lead and Copper At-Risk Population Material Investigation Services.

DEPARTMENT: Utilities

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

ATTACHMENTS: Task Order Proposal

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

SUMMARY/HIGHLIGHT:

The initial inventory of the Lead Service Line Inventory has been completed and submitted to the local Volusia County Health Department for approval. The Lead and Copper Rule Revision (LCRR) is now moving onto the next phase of going live with the hub site on the city web page. This is located under the utilities tab for information about the program, the GIS Mapping by address, and the ability of the homeowner to complete a survey to assist the city. Letters will start being sent out shortly to those addresses that need to be engaged for additional information.

Based on the inventory, a select group of addresses were pointed out as At-Risk Population priority in the investigation plan. This test area will help determine what can be expected in the field for discovery purposes. McKim & Creed, Inc. will help conduct and oversee this initial field inspections and documentation methods required, with city staff being onsite for training and assistance, as needed. The subject task order, if approved, will provide these services.

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 \$198,490.00 per the attached scope. Funds in the amount of \$1,380,000.00 were set aside for this project with the approval of the loan document where the city will receive a 49% loan forgiveness in the amount of \$672,200. The amount proposed in the task order above would be eligible for that split to occur. Funds are currently available in the Utility Enterprise Account to cover this expense.

RECOMMENDATION:

Staff recommends that the City Commission approve the subject task order with McKim & Creed to provide services for the investigation of service lines of unknown materials within the distribution system for the Lead Service Line Inventory.

BACKGROUND/DISCUSSION:

This task assignment will continue to bring the City Utility Department into compliance with the EPA required inventory and replacement plan.

City of DeLand
Scope of Services
At-Risk Population Material Investigations
McKim & Creed, Inc.
October 16, 2024

The City of DeLand (CITY) requested McKim & Creed (CONSULTANT) to provide a scope of services for the investigation of service line of unknown materials within the distribution system. The following items in our fee estimate include:

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

CONSULTANT will execute this project in collaboration and coordination with the City staff. The itemized scope below provides a detailed list of tasks required to complete this project.

1. Maintain project communication with the CITY through emails and meetings either virtually or in-person.
2. Coordinate fleet operations and mobilization with City staff and utility operations.
3. Prepare and submit monthly invoices for work accomplished during the previous period. Invoices will include a cover letter with a summary of the completed work. Major tasks will be invoiced on a percentage of completion or per unit basis as applicable.

TASK 2 – ZONED MATERIAL INVESTIGATIONS

CONSULTANT will perform hand tool excavations at planned locations to verify service line materials. The verifications will be performed at a mobilization cost of \$13,500.00 and a cost of \$175.00 per address. At-Risk Population Investigation Plan, included in this scope of services as **Exhibit A**, stands as the basis for the schedule and fee for the At Risk Population Investigations.

1. CONSULTANT will complete the following tasks at the water meter for each address identified in the At-Risk Population Investigation Plan: assess pipe material on the public or utility side of the water meter, assess pipe material on the private side of the water meter, collect a photograph of the pipe on the public or utility side of the water meter, collect a photograph of the pipe on the private side of the water meter, collect a photograph showing the meter number and/or service address.
2. CONSULTANT will backfill all test holes with original spoils material.

TASK 3 - LEAD CONNECTOR DOUCMENTATION & REPORTING

1. CONSULTANT will document, record, and notify the CITY of lead connectors discovered during verification of service line materials. A recorded lead connector status will be reported within 1 working day to CITY personnel.

TASK 4 - QA/QC / DATA INTEGRATION

1. CONSULTANT will review all field data collected and update the service line material within the inventory and compile all data sources into the existing data format and hosted location. This process will include:
 - a. QA/QC of individual survey responses
 - b. PDF report of individual survey records
 - c. Data base merge of QA/QC'd recorded with existing GIS inventory
 - d. Field map and field inventory updates
 - e. EPA Standard LCRR/I inventory update October 16, 2025

SCHEDULE

Authorization of this scope serves as notice to proceed (NTP). Field investigations will begin within 10 days of NTP. Weather permitting, and without any delays, field investigations will be completed within 120 days of NTP, and inventory data integration will be completed within 150 days of NTP. DEP will be notified once the investigations are complete in effort to update the inventory and reduce requirements for service lines of unknown materials.

LUMP SUM COST PROPOSAL

Task 1: Project Management and Coordination	\$23,140.00
Task 2: Zoned Service Line Material Investigations (A-E)	\$143,350.00
Task 3: Lead Connector Documentation & Reporting	\$14,500.00
Task 4: QA/QC of Data Collection and Inventory Integration	\$17,500.00
TOTAL:	\$198,490.00

ASSUMPTIONS AND OTHER CONSIDERATIONS

1. This Scope of Work is based on the current Lead and Copper Rule Revisions (LCRR) promulgated on January 15, 2021. All LCRR requirements, except for the Initial Service Line Inventory, are subject to change under the Lead and Copper Rule Improved (LCRI). Consideration was given to inventory lead connectors and goosenecks as stated in the proposed LCRI. If modifications included in the LCRI require adjustments to this Scope of Work, CONSULTANT can perform the resultant Scope of Work with fees adjusted as required upon written authorization by the CITY.
2. CONSULTANT will not be required to obtain any permits to perform these services.
3. In the event service line material verification requires vacuum excavation or coring of pavement, the address will be moved replaced with another unknown or the unit cost credited to a later phase. All addresses of service lines requiring Subsurface Utility Engineering (SUE) services such as vacuum excavation or coring of asphalt will be scoped and phased separately as additional services or investigated by CITY resources.
4. CITY will provide all coordination required for interactions with residents and the general public.
5. Unless otherwise noted, all submittals will be in electronic format.
6. SUE work is outside of the Scope of Work. CONSULTANT understands that the CITY may request assistance of the CONSULTANT and such services will be scoped as a separate task order.
7. CONSULTANT is not responsible for performing any repairs, service line replacements, or partial replacements such as removal of lead connectors, goosenecks, or pigtails.
8. CONSULTANT is not responsible for notifying customers of service lines materials identified during excavation.

PREPARED BY:



Allyson Mauck
Project Manager
McKim & Creed, Inc.

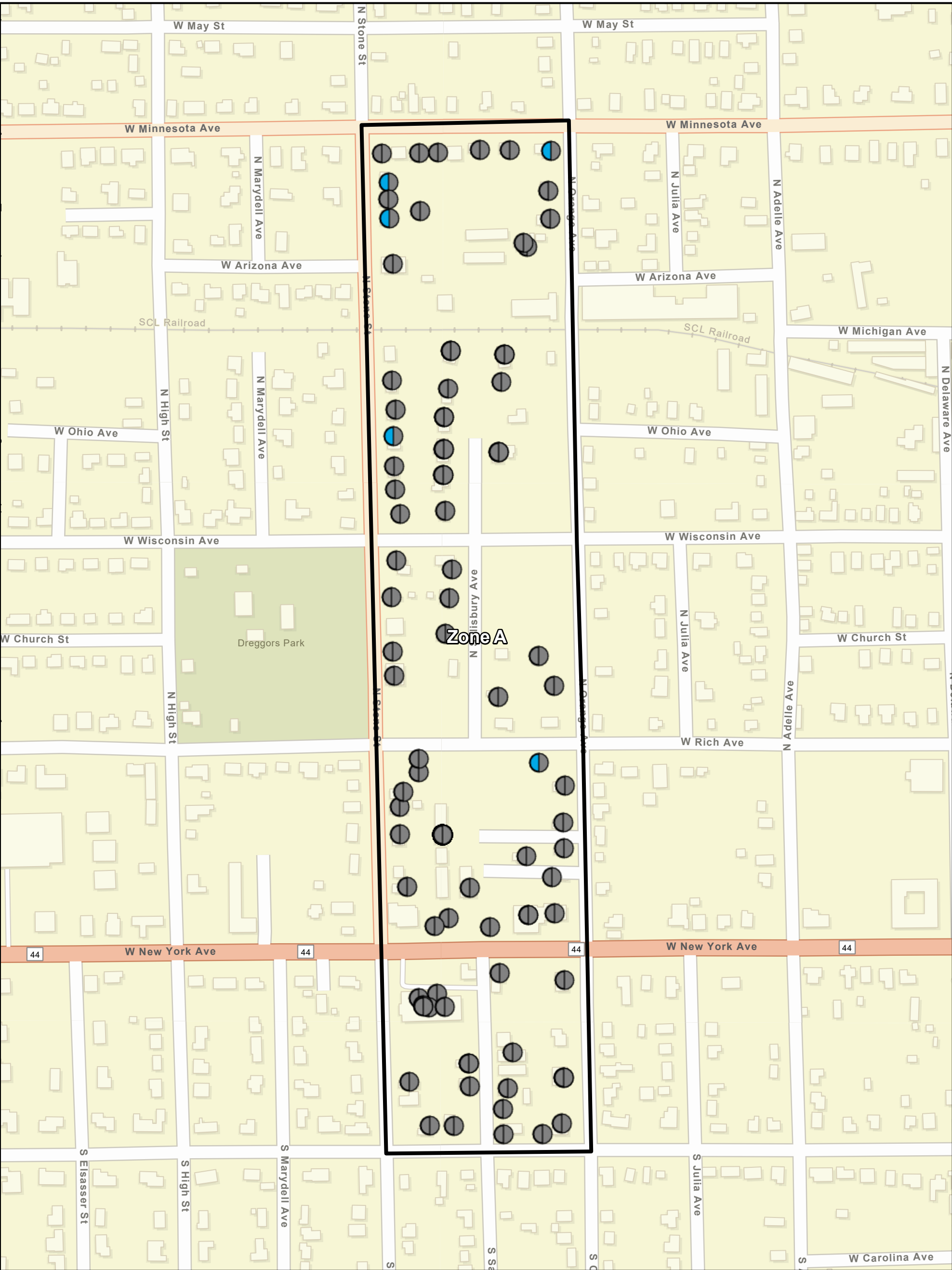
10/18/2024

Date

APPROVED BY:

Chris Cloudman
Mayor
City of DeLand

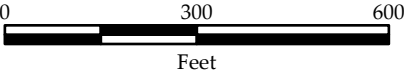
Date



At-Risk Population Field Investigation Plan - Zone A

Map Disclaimer: This product is for informational purposes only and is based on some unverified information provided by others. This product has not been prepared for nor is it suitable for legal, engineering, or surveying purposes. It represents only the approximate relative location of property boundaries. McKim & Creed, Inc. assumes no liability or damages due to inaccuracies, errors or omissions.

- Field Verification Zone
- Service Line by Status
- Non-Lead | Unknown (5)
- Unknown | Unknown (104)



139 Executive Circle Suite 201
Daytona Beach, FL 32114-7102
Tel: (386) 274-2828

Zone A

Prepared For: City of DeLand

Sep. 2024

Page 1 of 18

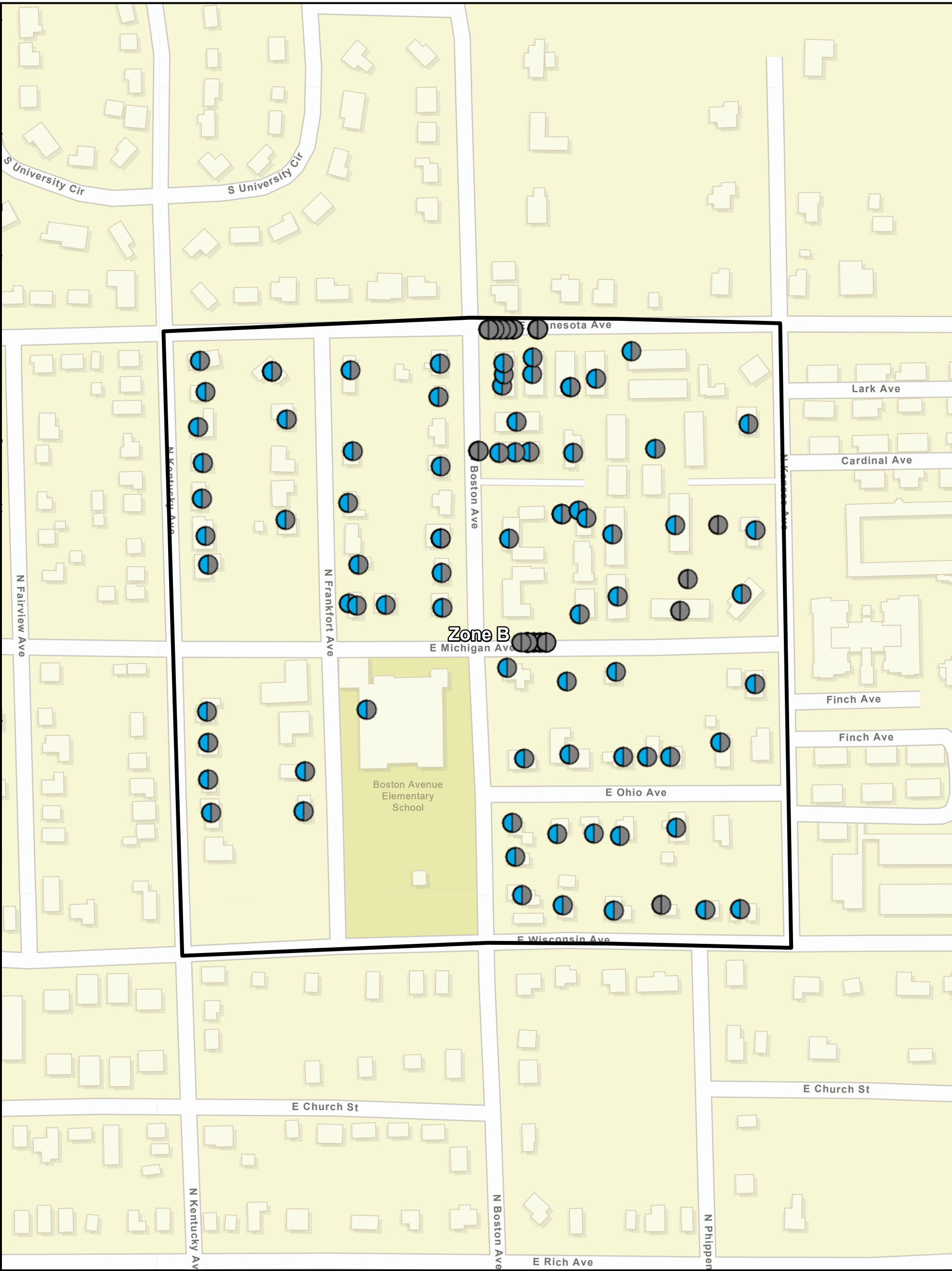
Page 121 of 297

City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
1	Zone A	13247794	11967405	0 W HOWRY ADELLE, DELAND FL 32724	Unknown	Unknown	Unknown
2	Zone A	12954801	11671950	635 W HOWRY AVE, DELAND FL 32720	Unknown	Unknown	Unknown
3	Zone A	12952658	11669807	639 W HOWRY AVE, DELAND FL 32720	Unknown	Unknown	Unknown
4	Zone A	12954104	11671254	612 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
5	Zone A	13251025	11970636	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
6	Zone A	13251022	11970632	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
7	Zone A	13251017	11970628	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
8	Zone A	13251013	11970622	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
9	Zone A	13251011	11970620	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
10	Zone A	13251007	11970617	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
11	Zone A	13251002	11970613	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
12	Zone A	13250999	11970610	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
13	Zone A	13250996	11970606	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
14	Zone A	13250992	11970601	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
15	Zone A	13250987	11970598	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
16	Zone A	13250983	11970593	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
17	Zone A	13250979	11970589	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
18	Zone A	13250975	11970585	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
19	Zone A	13250949	11970558	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
20	Zone A	13250946	11970556	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
21	Zone A	13250957	11970569	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
22	Zone A	13250967	11970577	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
23	Zone A	13250964	11970575	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
24	Zone A	13250952	11970562	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
25	Zone A	13250942	11970552	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
26	Zone A	13250971	11970581	621 W INDIANA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
27	Zone A	12956951	11674101	602 W MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
28	Zone A	12955207	11672356	612 W MINNESOTA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
29	Zone A	12947081	11664229	616 W MINNESOTA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
30	Zone A	12958031	11675180	652 W MINNESOTA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
31	Zone A	12956392	11673542	654 W MINNESOTA AVE, DELAND FL 32720	Unknown	Unknown	Unknown
32	Zone A	12945512	11662659	658 W MINNESOTA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
33	Zone A	12958343	11675493	600 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
34	Zone A	12954909	11672058	601 W NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
35	Zone A	13250912	11970522	605 W NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
36	Zone A	12951577	11668726	605 W NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
37	Zone A	12955402	11672552	618 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
38	Zone A	12954100	11671250	620 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
39	Zone A	12953965	11671115	636 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
40	Zone A	12956727	11673878	637 W NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
41	Zone A	12942109	11659257	638 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
42	Zone A	12951928	11669077	640 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
43	Zone A	12956709	11673859	641 W NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
44	Zone A	12949279	11666429	642 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
45	Zone A	12943937	11661084	643 W NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
46	Zone A	12940449	11657595	650 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
47	Zone A	12941012	11658158	658 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
48	Zone A	12950371	11667521	116 N ORANGE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
49	Zone A	12956784	11673933	118 N ORANGE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
50	Zone A	12951868	11669017	120 N ORANGE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
51	Zone A	12952003	11669152	122 N ORANGE AVE, DELAND FL 32720	Unknown	Unknown	Unknown
52	Zone A	12955305	11672455	214 N ORANGE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
53	Zone A	12955803	11672953	218 N ORANGE AVE, DELAND FL 32720	Unknown	Unknown	Unknown
54	Zone A	13250699	11970309	416 N ORANGE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
55	Zone A	12943072	11660219	416 N ORANGE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
56	Zone A	12957361	11674510	422 N ORANGE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
57	Zone A	12954259	11671408	424 N ORANGE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
58	Zone A	13250755	11970366	130 S ORANGE AVE, DELAND FL 32720	Unknown	Unknown	Unknown
59	Zone A	12950665	11667814	130 S ORANGE AVE, DELAND FL 32720	Unknown	Unknown	Unknown
60	Zone A	12946385	11663533	138 S ORANGE AVE, DELAND FL 32720	Unknown	Unknown	Unknown
61	Zone A	13164029	11882673	612 W RICH AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
62	Zone A	12951000	11668149	215 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
63	Zone A	12945341	11662489	232 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
64	Zone A	12952756	11669906	236 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
65	Zone A	13250772	11970381	304 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
66	Zone A	13250775	11970385	304 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
67	Zone A	13250785	11970397	308 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown

City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
68	Zone A	13250779	11970390	308 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
69	Zone A	13250798	11970410	312 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
70	Zone A	13250792	11970403	312 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
71	Zone A	13250825	11970435	313 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
72	Zone A	12947247	11664397	313 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
73	Zone A	12952129	11669279	318 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
74	Zone A	13250821	11970431	319 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
75	Zone A	13250817	11970427	319 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
76	Zone A	13250811	11970423	320 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
77	Zone A	13250805	11970415	320 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
78	Zone A	12947660	11664808	321 N SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
79	Zone A	13250761	11970371	124 S SALISBURY AVE, DELAND FL 32720	Unknown	Unknown	Unknown
80	Zone A	12944360	11661508	124 S SALISBURY AVE, DELAND FL 32720	Unknown	Unknown	Unknown
81	Zone A	12942548	11659695	125 S SALISBURY AVE, DELAND FL 32720	Unknown	Unknown	Unknown
82	Zone A	12947568	11664714	132 S SALISBURY AVE, DELAND FL 32720	Unknown	Unknown	Unknown
83	Zone A	12950538	11667687	133 S SALISBURY AVE, DELAND FL 32720	Unknown	Unknown	Unknown
84	Zone A	12957237	11674387	135 S SALISBURY AVE, DELAND FL 32720	Unknown	Unknown	Unknown
85	Zone A	12958485	11675636	141 S SALISBURY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
86	Zone A	12953341	11670490	109 N STONE ST, DELAND FL 32720	Unknown	Unknown	Unknown
87	Zone A	12954516	11671665	121 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
88	Zone A	12944591	11661739	141 N STONE ST, DELAND FL 32720	Unknown	Unknown	Unknown
89	Zone A	12944579	11661727	143 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
90	Zone A	12954783	11671932	145 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
91	Zone A	12954770	11671919	147 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
92	Zone A	13250938	11970548	217 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
93	Zone A	12950842	11667991	223 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
94	Zone A	12952147	11669296	239 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
95	Zone A	12944315	11661463	245 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
96	Zone A	12947256	11664404	321 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
97	Zone A	12955487	11672636	325 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
98	Zone A	12955540	11672691	329 N STONE ST, DELAND FL 32724	Non-Lead	Unknown	Unknown
99	Zone A	12953317	11670465	333 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
100	Zone A	12955519	11672668	339 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
101	Zone A	12950947	11668096	401 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
102	Zone A	12947510	11664657	425 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
103	Zone A	12945856	11663003	427 N STONE ST, DELAND FL 32724	Non-Lead	Unknown	Unknown
104	Zone A	12957422	11674572	429 N STONE ST, DELAND FL 32724	Unknown	Unknown	Unknown
105	Zone A	12946023	11663171	431 N STONE ST, DELAND FL 32724	Non-Lead	Unknown	Unknown
106	Zone A	12944499	11661647	131 S STONE ST, DELAND FL 32720	Unknown	Unknown	Unknown
107	Zone A	12950409	11667558	620 W WISCONSIN AVE, DELAND FL 32720	Unknown	Unknown	Unknown
108	Zone A	12952215	11669364	645 W WISCONSIN AVE, DELAND FL 32720	Unknown	Unknown	Unknown
109	Zone A	12952155	11669303	651 W WISCONSIN AVE, DELAND FL 32720	Unknown	Unknown	Unknown



At-Risk Population Field Investigation Plan - Zone B

Map Disclaimer: This product is for informational purposes only and is based on some unverified information provided by others. This product has not been prepared for nor is it suitable for legal, engineering, or surveying purposes. It represents only the approximate relative location of property boundaries. McKim & Creed, Inc. assumes no liability or damages due to inaccuracies, errors or omissions.

 Field Verification Zone

Service Line by Status

 Non-Lead | Unknown (80)

 Unknown | Unknown (34)



McKIM & CREED

139 Executive Circle Suite 201
Daytona Beach, FL 32114-7102
Tel: (386) 274-2828

Zone B

Prepared For: City of DeLand

Sep. 2024

Page 4 of 18

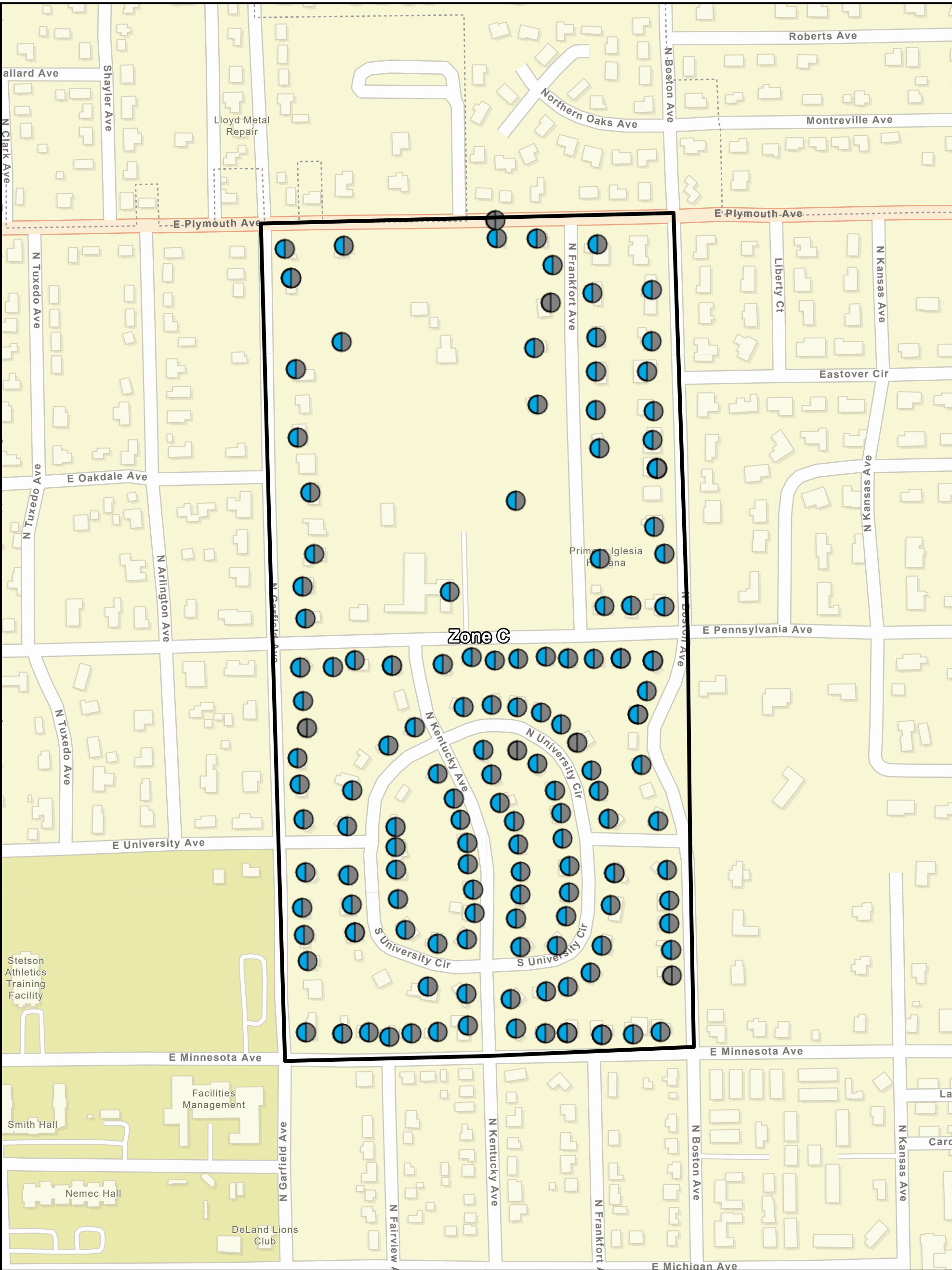
Page 124 of 297

City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
110	Zone B	12950138	11667287	701 E ARIZONA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
111	Zone B	12950835	11667985	703 E ARIZONA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
112	Zone B	12951360	11668509	705 E ARIZONA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
113	Zone B	12955364	11672513	709 E ARIZONA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
114	Zone B	12947122	11664271	732 E ARIZONA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
115	Zone B	12949866	11667014	710 E ARIZONA, DELAND FL 32724	Non-Lead	Unknown	Unknown
116	Zone B	13248762	11968371	712 E ARIZONA, DELAND FL 32724	Non-Lead	Unknown	Unknown
117	Zone B	13248756	11968367	712 E ARIZONA, DELAND FL 32724	Non-Lead	Unknown	Unknown
118	Zone B	12942280	11659428	712 E ARIZONA, DELAND FL 32724	Non-Lead	Unknown	Unknown
119	Zone B	12944769	11661916	340 N BOSTON AVE 2, DELAND FL 32724	Non-Lead	Unknown	Unknown
120	Zone B	12947951	11665099	431 N BOSTON AVE APT A, DELAND FL 32724	Non-Lead	Unknown	Unknown
121	Zone B	12947782	11664930	307 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
122	Zone B	2804996	1725863	309 N BOSTON AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
123	Zone B	12947786	11664934	311 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
124	Zone B	12950711	11667860	339 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
125	Zone B	12946740	11663888	402 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
126	Zone B	12951120	11668272	404 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
127	Zone B	13247839	11967452	406 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
128	Zone B	12955446	11672595	406 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
129	Zone B	12955438	11672586	410 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
130	Zone B	12944190	11661338	411 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
131	Zone B	12953416	11670565	414 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
132	Zone B	12952983	11670132	418 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
133	Zone B	13248835	11968444	431 N BOSTON AVE, DELAND FL 32724	Unknown	Unknown	Unknown
134	Zone B	13248830	11968441	431 N BOSTON AVE, DELAND FL 32724	Unknown	Unknown	Unknown
135	Zone B	12951929	11669078	435 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
136	Zone B	12946118	11663264	437 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
137	Zone B	12945867	11663014	439 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
138	Zone B	12947031	11664179	322 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
139	Zone B	12947090	11664240	330 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
140	Zone B	12949484	11666634	403 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
141	Zone B	12953119	11670268	405 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
142	Zone B	12954211	11671360	415 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
143	Zone B	12954961	11672110	418 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
144	Zone B	12957150	11674301	419 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
145	Zone B	12947062	11664210	423 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
146	Zone B	12956674	11673824	424 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
147	Zone B	12951479	11668627	312 N KANSAS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
148	Zone B	12944180	11661328	400 N KANSAS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
149	Zone B	12947536	11664684	410 N KANSAS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
150	Zone B	12957223	11674373	450 N KANSAS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
151	Zone B	12949856	11667005	313 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
152	Zone B	12947106	11664254	331 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
153	Zone B	12944370	11661517	333 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
154	Zone B	12945454	11662602	335 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
155	Zone B	12950827	11667976	419 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
156	Zone B	12949899	11667048	421 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
157	Zone B	12955320	11672470	425 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
158	Zone B	12948419	11665567	429 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
159	Zone B	12952195	11669343	435 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
160	Zone B	12947052	11664199	441 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
161	Zone B	12957278	11674428	445 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
162	Zone B	12954712	11671862	615 E MICHIGAN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
163	Zone B	12945265	11662415	710 E MICHIGAN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
164	Zone B	12958284	11675434	714 E MICHIGAN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
165	Zone B	12952406	11669555	711 E MICHIGAN, DELAND FL 32724	Non-Lead	Unknown	Unknown
166	Zone B	13248764	11968372	713 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
167	Zone B	12942151	11659299	713 E MICHIGAN, DELAND FL 32724	Non-Lead	Unknown	Unknown
168	Zone B	13248807	11968417	715 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
169	Zone B	13248803	11968413	715 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
170	Zone B	13248816	11968426	715 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
171	Zone B	13248812	11968422	715 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
172	Zone B	13248771	11968383	715 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
173	Zone B	13248776	11968385	715 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
174	Zone B	13248769	11968377	715 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
175	Zone B	12943326	11660473	715 E MICHIGAN, DELAND FL 32724	Non-Lead	Unknown	Unknown
176	Zone B	13248796	11968406	717 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown

City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
177	Zone B	13248800	11968409	717 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
178	Zone B	12958280	11675430	717 E MICHIGAN, DELAND FL 32724	Non-Lead	Unknown	Unknown
179	Zone B	13248795	11968404	719 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
180	Zone B	13248793	11968401	719 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
181	Zone B	12956929	11674079	719 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
182	Zone B	13248785	11968395	721 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
183	Zone B	13248790	11968399	721 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
184	Zone B	13248779	11968391	721 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
185	Zone B	12941476	11658624	721 E MICHIGAN, DELAND FL 32724	Unknown	Unknown	Unknown
186	Zone B	13247835	11967445	600 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
187	Zone B	13247829	11967442	600 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
188	Zone B	12953901	11671050	602 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
189	Zone B	13248838	11968449	704 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
190	Zone B	13248842	11968451	704 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
191	Zone B	12956524	11673673	704 E MINNESOTA, DELAND FL 32724	Non-Lead	Unknown	Unknown
192	Zone B	13248845	11968455	706 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
193	Zone B	12942357	11659504	706 E MINNESOTA, DELAND FL 32724	Non-Lead	Unknown	Unknown
194	Zone B	13248849	11968461	708 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
195	Zone B	12952302	11669451	708 E MINNESOTA, DELAND FL 32724	Non-Lead	Unknown	Unknown
196	Zone B	13248863	11968473	710 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
197	Zone B	13248859	11968469	710 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
198	Zone B	13248855	11968465	710 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
199	Zone B	12952315	11669463	710 E MINNESOTA, DELAND FL 32724	Non-Lead	Unknown	Unknown
200	Zone B	13248867	11968477	712 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
201	Zone B	13248875	11968485	712 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
202	Zone B	13248871	11968481	712 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
203	Zone B	12955171	11672320	712 E MINNESOTA, DELAND FL 32724	Non-Lead	Unknown	Unknown
204	Zone B	12954395	11671545	714 E MINNESOTA, DELAND FL 32724	Non-Lead	Unknown	Unknown
205	Zone B	13248827	11968436	720 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
206	Zone B	13248824	11968433	720 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
207	Zone B	13248820	11968430	720 E MINNESOTA, DELAND FL 32724	Unknown	Unknown	Unknown
208	Zone B	12958162	11675312	720 E MINNESOTA, DELAND FL 32724	Non-Lead	Unknown	Unknown
209	Zone B	12946044	11663192	701 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
210	Zone B	12954522	11671670	705 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
211	Zone B	12953145	11670294	708 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
212	Zone B	12953409	11670558	709 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
213	Zone B	12947962	11665109	710 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
214	Zone B	12944932	11662080	716 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
215	Zone B	12947718	11664866	724 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
216	Zone B	12945803	11662949	727 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
217	Zone B	12956114	11673264	729 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
218	Zone B	12953135	11670285	731 E OHIO AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
219	Zone B	12946037	11663184	705 E WISCONSIN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
220	Zone B	12957665	11674815	707 E WISCONSIN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
221	Zone B	12954074	11671224	803 E WISCONSIN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
222	Zone B	12951901	11669051	805 E WISCONSIN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
223	Zone B	12944443	11661590	807 E WISCONSIN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown



At-Risk Population Field Investigation Plan - Zone C

Map Disclaimer: This product is for informational purposes only and is based on some unverified information provided by others. This product has not been prepared for nor is it suitable for legal, engineering, or surveying purposes. It represents only the approximate relative location of property boundaries. McKim & Creed, Inc. assumes no liability or damages due to inaccuracies, errors or omissions.

 Field Verification Zone

Service Line by Status

 Non-Lead | Unknown (145)

 Unknown | Unknown (6)



McKIM & CREED

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Daytona Beach, FL 32114-7102
Tel: (386) 274-2828

Zone C

Prepared For: City of DeLand

Sep. 2024

Page 7 of 18

Page 127 of 297

City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
224	Zone C	13164006	11882650	724 N BOSTON AV DELAND 32724, DELAND FL 32724	Non-Lead	Unknown	Unknown
225	Zone C	12957895	11675045	504 N BOSTON AVE, DELAND FL 32724	Unknown	Unknown	Unknown
226	Zone C	12945911	11663059	506 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
227	Zone C	12948007	11665154	508 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
228	Zone C	12948526	11665673	510 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
229	Zone C	12947339	11664486	600 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
230	Zone C	12952637	11669785	604 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
231	Zone C	13247793	11967403	608 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
232	Zone C	13247787	11967400	608 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
233	Zone C	12950938	11668087	610 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
234	Zone C	12953743	11670891	700 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
235	Zone C	12951478	11668628	716 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
236	Zone C	12953327	11670476	718 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
237	Zone C	13247734	11967344	724 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
238	Zone C	13247730	11967340	724 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
239	Zone C	13164005	11882649	724 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
240	Zone C	12946052	11663200	726 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
241	Zone C	12947330	11664478	796 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
242	Zone C	12955888	11673038	800 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
243	Zone C	12947988	11665136	806 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
244	Zone C	12949855	11667004	850 N BOSTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
245	Zone C	12958059	11675209	711 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
246	Zone C	12954299	11671447	720 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
247	Zone C	12946374	11663522	733 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
248	Zone C	12946009	11663157	800 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
249	Zone C	12945789	11662936	803 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
250	Zone C	12954750	11671899	815 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
251	Zone C	12957165	11674315	820 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
252	Zone C	12952167	11669316	821 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
253	Zone C	12953001	11670150	825 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
254	Zone C	12945455	11662603	830 N FRANKFORT AVE, DELAND FL 32724	Unknown	Unknown	Unknown
255	Zone C	12950554	11667704	840 N FRANKFORT AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
256	Zone C	12952219	11669367	501 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
257	Zone C	12953355	11670504	505 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
258	Zone C	12956817	11673968	507 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
259	Zone C	12950670	11667818	509 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
260	Zone C	12956294	11673444	511 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
261	Zone C	12949073	11666220	601 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
262	Zone C	12951822	11668971	603 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
263	Zone C	12952914	11670063	605 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
264	Zone C	12948060	11665207	607 N GARFIELD AVE, DELAND FL 32724	Unknown	Unknown	Unknown
265	Zone C	12955016	11672165	609 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
266	Zone C	12947173	11664321	611 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
267	Zone C	12947827	11664974	705 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
268	Zone C	12945364	11662511	707 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
269	Zone C	12953266	11670415	709 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
270	Zone C	12953133	11670282	791 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
271	Zone C	12950886	11668035	827 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
272	Zone C	12945926	11663074	847 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
273	Zone C	12949486	11666636	849 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
274	Zone C	13247606	11967217	857 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
275	Zone C	12949518	11666667	857 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
276	Zone C	12944260	11661409	897 N GARFIELD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
277	Zone C	12952600	11669750	500 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
278	Zone C	12956499	11673649	508 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
279	Zone C	12945646	11662795	509 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
280	Zone C	12948231	11665379	510 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
281	Zone C	12959065	11676215	511 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
282	Zone C	13164037	11882681	512 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
283	Zone C	12953905	11671054	513 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
284	Zone C	12949993	11667142	514 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
285	Zone C	12959042	11676192	515 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
286	Zone C	12953087	11670236	601 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
287	Zone C	12944980	11662127	602 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
288	Zone C	12954687	11671836	603 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
289	Zone C	12956704	11673851	604 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
290	Zone C	12947158	11664305	605 N KENTUCKY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown

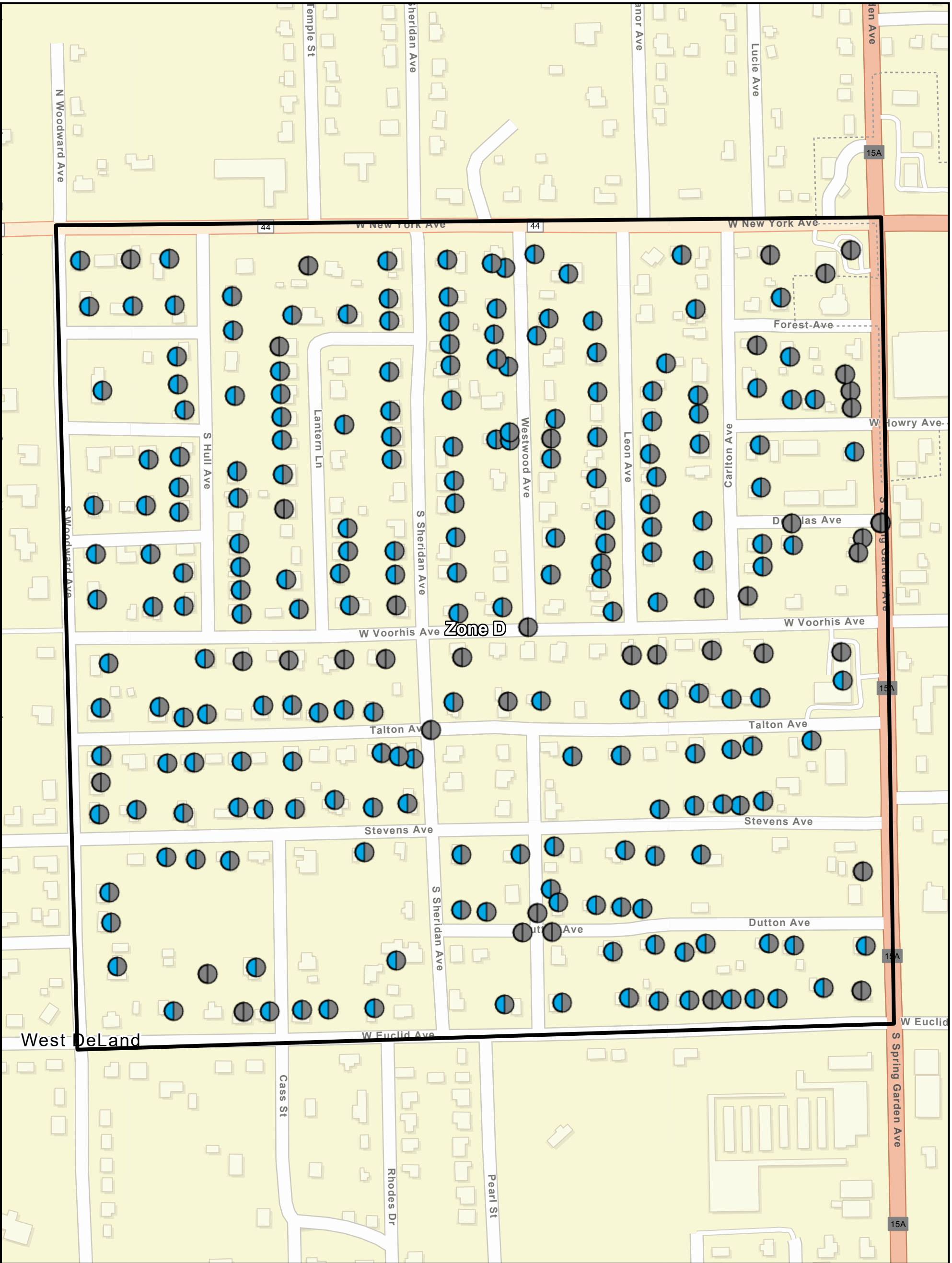
City of DeLand

At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
291	Zone C	13247760	11967370	503 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
292	Zone C	13247752	11967365	503 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
293	Zone C	12959057	11676207	505 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
294	Zone C	12955682	11672832	507 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
295	Zone C	12947455	11664612	509 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
296	Zone C	12950357	11667506	511 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
297	Zone C	12954329	11671481	601 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
298	Zone C	12953338	11670487	623 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
299	Zone C	13247797	11967408	625 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
300	Zone C	12951323	11668472	625 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
301	Zone C	13247800	11967412	627 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
302	Zone C	12948533	11665685	627 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
303	Zone C	12952734	11669883	629 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
304	Zone C	12954370	11671519	631 E MINNESOTA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
305	Zone C	12955372	11672521	502 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
306	Zone C	12951462	11668612	504 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
307	Zone C	13247737	11967348	506 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
308	Zone C	12944220	11661368	506 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
309	Zone C	12958034	11675184	509 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
310	Zone C	12958891	11676040	600 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
311	Zone C	12956266	11673415	602 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
312	Zone C	12954053	11671202	604 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
313	Zone C	12950009	11667158	606 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
314	Zone C	12951550	11668698	608 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
315	Zone C	12951535	11668684	610 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
316	Zone C	12956916	11674066	612 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
317	Zone C	13247772	11967383	614 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
318	Zone C	12946404	11663552	614 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
319	Zone C	13247783	11967394	616 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
320	Zone C	13247779	11967390	616 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
321	Zone C	12954938	11672087	639 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
322	Zone C	12947348	11664496	641 E PENNSYLVANIA AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
323	Zone C	12946429	11663577	516 E PLYMOUTH AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
324	Zone C	12945841	11662989	604 E PLYMOUTH AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
325	Zone C	12949309	11666458	612 E PLYMOUTH AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
326	Zone C	12944869	11662017	616 E PLYMOUTH AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
327	Zone C	12951045	11668194	605 E PLYMOUTH LS 12, DELAND FL 32724	Unknown	Unknown	Unknown
328	Zone C	12951798	11668947	609 E UNIVERSITY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
329	Zone C	12958012	11675162	612 E UNIVERSITY AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
330	Zone C	12949579	11666728	17 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
331	Zone C	12947559	11664706	18 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
332	Zone C	12950766	11667913	19 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
333	Zone C	12945943	11663090	23 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
334	Zone C	12948309	11665457	24 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
335	Zone C	12947939	11665087	25 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
336	Zone C	12954357	11671505	27 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
337	Zone C	12950397	11667546	28 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
338	Zone C	12954032	11671181	29 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
339	Zone C	12946604	11663752	31 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
340	Zone C	12944503	11661651	32 N UNIVERSITY CIR, DELAND FL 32724	Unknown	Unknown	Unknown
341	Zone C	12953270	11670419	33 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
342	Zone C	12946281	11663429	35 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
343	Zone C	12956973	11674123	36 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
344	Zone C	12948029	11665176	37 N UNIVERSITY CIR, DELAND FL 32724	Unknown	Unknown	Unknown
345	Zone C	12948612	11665760	38 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
346	Zone C	12953180	11670330	39 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
347	Zone C	12948625	11665773	40 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
348	Zone C	12951995	11669143	41 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
349	Zone C	12956449	11673600	42 N UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
350	Zone C	12948769	11665917	1 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
351	Zone C	12950133	11667282	2 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
352	Zone C	12951769	11668918	3 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
353	Zone C	12950951	11668101	4 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
354	Zone C	12946372	11663520	8 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
355	Zone C	13247767	11967380	11 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
356	Zone C	13247763	11967372	11 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
357	Zone C	12953781	11670930	12 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown

City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
358	Zone C	12949871	11667024	13 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
359	Zone C	12948594	11665742	14 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
360	Zone C	12945080	11662228	15 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
361	Zone C	12948589	11665736	16 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
362	Zone C	12956717	11673866	44 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
363	Zone C	13247807	11967419	45 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
364	Zone C	13247804	11967416	45 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
365	Zone C	12950783	11667932	46 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
366	Zone C	12948513	11665661	47 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
367	Zone C	12948497	11665644	48 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
368	Zone C	12954995	11672143	51 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
369	Zone C	12953619	11670767	52 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
370	Zone C	12947826	11664976	53 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
371	Zone C	12947416	11664564	55 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
372	Zone C	12955295	11672445	57 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
373	Zone C	12948121	11665269	58 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown
374	Zone C	12959017	11676168	59 S UNIVERSITY CIR, DELAND FL 32724	Non-Lead	Unknown	Unknown



At-Risk Population Field Investigation Plan - Zone D

Map Disclaimer: This product is for informational purposes only and is based on some unverified information provided by others. This product has not been prepared for nor is it suitable for legal, engineering, or surveying purposes. It represents only the approximate relative location of property boundaries. McKim & Creed, Inc. assumes no liability or damages due to inaccuracies, errors or omissions.

- Field Verification Zone
- Service Line by Status
 - Non-Lead | Unknown (210)
 - Unknown | Unknown (42)

0 300 600
Feet



McKIM & CREED

139 Executive Circle Suite 201
Daytona Beach, FL 32114-7102
Tel: (386) 274-2828

Zone D

Prepared For: City of DeLand

Sep. 2024

Page 11 of 18

Page 131 of 297

City of DeLand

At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
375	Zone D	12940605	11657755	226 S CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
376	Zone D	12941379	11658527	124 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
377	Zone D	12943942	11661090	127 CARLTON AVE, DELAND FL 32724	Unknown	Unknown	Unknown
378	Zone D	12948593	11665741	131 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
379	Zone D	12957035	11674185	132 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
380	Zone D	12943438	11660585	134 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
381	Zone D	12957344	11674491	211 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
382	Zone D	12951893	11669041	215 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
383	Zone D	12956102	11673252	216 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
384	Zone D	12942411	11659559	223 CARLTON AVE, DELAND FL 32724	Unknown	Unknown	Unknown
385	Zone D	12957027	11674177	225 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
386	Zone D	12943980	11661128	228 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
387	Zone D	12940421	11657567	229 CARLTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
388	Zone D	12957017	11674168	230 CARLTON AVE, DELAND FL 32724	Unknown	Unknown	Unknown
389	Zone D	12956267	11673416	440 CASS ST, DELAND FL 32724	Non-Lead	Unknown	Unknown
390	Zone D	12949149	11666297	1124 W DOUGLAS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
391	Zone D	12940394	11657540	1400 W DOUGLAS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
392	Zone D	12956212	11673362	1413 W DOUGLAS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
393	Zone D	12943341	11660488	1414 W DOUGLAS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
394	Zone D	12940531	11657678	1415 W DOUGLAS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
395	Zone D	12941611	11658760	1418 W DOUGLAS AVE, DELAND FL	Unknown	Unknown	Unknown
396	Zone D	12941057	11658204	1022 SW DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
397	Zone D	12942064	11659212	1024 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
398	Zone D	12957398	11674548	1032 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
399	Zone D	12955469	11672619	1040 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
400	Zone D	12957428	11674578	1047 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
401	Zone D	12943436	11660583	1049 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
402	Zone D	12942347	11659494	1050 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
403	Zone D	12957407	11674557	1051 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
404	Zone D	12957419	11674571	1052 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
405	Zone D	12957413	11674564	1181 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
406	Zone D	12957473	11674621	1183 W DUTTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
407	Zone D	12955870	11673019	1109 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
408	Zone D	12943847	11660994	1115 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
409	Zone D	12956527	11673677	1117 W EUCLID AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
410	Zone D	12942401	11659548	1119 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
411	Zone D	12943466	11660614	1137 W EUCLID AVE, DELAND FL 32720	Unknown	Unknown	Unknown
412	Zone D	12941453	11658601	1141 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
413	Zone D	12952120	11669268	1145 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
414	Zone D	12948581	11665728	1151 W EUCLID AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
415	Zone D	12956492	11673642	1183 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
416	Zone D	12944095	11661243	1191 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
417	Zone D	12956213	11673363	1241 W EUCLID AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
418	Zone D	12957566	11674716	1261 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
419	Zone D	12957557	11674707	1401 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
420	Zone D	12957552	11674702	1435 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
421	Zone D	12957538	11674688	1441 W EUCLID AVE, DELAND FL 32724	Unknown	Unknown	Unknown
422	Zone D	12957515	11674666	1445 W EUCLID AVE, DELAND FL 32724	Unknown	Unknown	Unknown
423	Zone D	12948540	11665688	1447 W EUCLID AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
424	Zone D	12941660	11658808	1014 FOREST AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
425	Zone D	12957050	11674199	1125 FOREST AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
426	Zone D	12940666	11657813	1425 FOREST AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
427	Zone D	12957620	11674771	1111 W HOWRY AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
428	Zone D	12942996	11660143	1115 W HOWRY AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
429	Zone D	12958235	11675385	1460 W HOWRY AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
430	Zone D	12948890	11666037	119 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
431	Zone D	12942947	11660093	120 S HULL AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
432	Zone D	12956146	11673296	125 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
433	Zone D	12956138	11673288	126 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
434	Zone D	12940443	11657591	129 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
435	Zone D	12942455	11659602	130 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
436	Zone D	12942232	11659380	200 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
437	Zone D	12955262	11672412	202 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
438	Zone D	12956207	11673357	204 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
439	Zone D	12956203	11673352	239 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
440	Zone D	12943281	11660428	241 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
441	Zone D	12949589	11666738	245 S HULL AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown

City of DeLand
At-Risk Population Field Investigation Plan

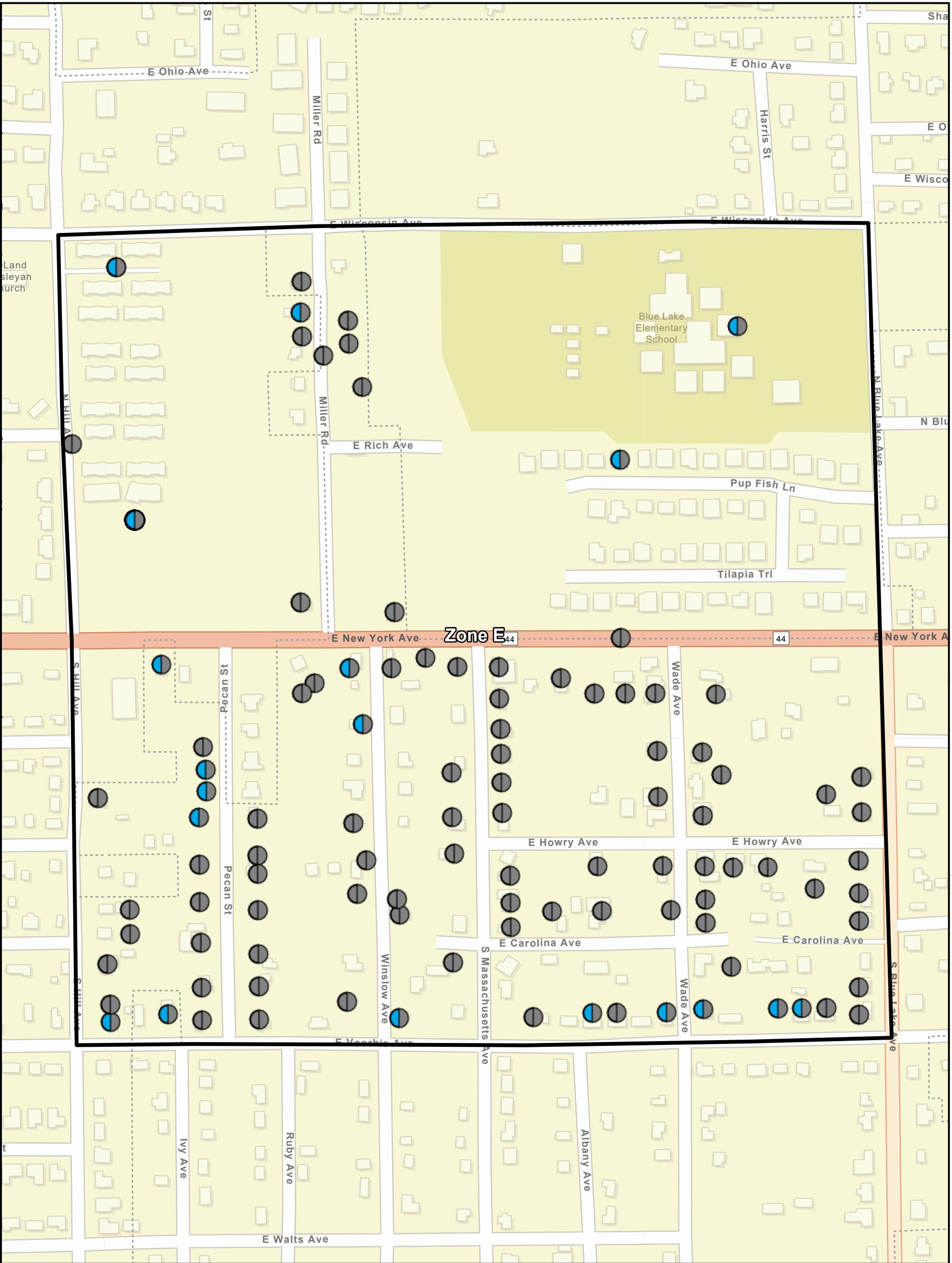
No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
442	Zone D	12952591	11669740	246 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
443	Zone D	12943810	11660958	247 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
444	Zone D	12943322	11660468	248 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
445	Zone D	12951760	11668909	249 S HULL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
446	Zone D	12951151	11668299	253 S HULL AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
447	Zone D	12941041	11658188	140 S HULL, DELAND FL 32720	Non-Lead	Unknown	Unknown
448	Zone D	12956254	11673404	95 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
449	Zone D	12956244	11673394	97 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
450	Zone D	12950843	11667995	101 LANTERN LN, DELAND FL 32724	Unknown	Unknown	Unknown
451	Zone D	12940283	11657431	103 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
452	Zone D	12953740	11670889	105 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
453	Zone D	12944744	11661892	107 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
454	Zone D	12952282	11669431	108 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
455	Zone D	12949994	11667143	109 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
456	Zone D	12951359	11668508	111 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
457	Zone D	12942977	11660124	115 LANTERN LN, DELAND FL 32724	Unknown	Unknown	Unknown
458	Zone D	12950437	11667586	116 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
459	Zone D	12941841	11658989	118 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
460	Zone D	12956221	11673371	121 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
461	Zone D	12942804	11659951	124 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
462	Zone D	12956217	11673366	125 LANTERN LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
463	Zone D	12947365	11664513	120 LANTERN, DELAND FL 32724	Non-Lead	Unknown	Unknown
464	Zone D	12957543	11674697	112 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
465	Zone D	12943377	11660524	113 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
466	Zone D	12956975	11674125	116 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
467	Zone D	12956985	11674135	119 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
468	Zone D	12944885	11662032	120 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
469	Zone D	12941561	11658709	121 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
470	Zone D	12949835	11666983	125 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
471	Zone D	12943824	11660972	126 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
472	Zone D	12958318	11675468	131 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
473	Zone D	12951878	11669026	135 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
474	Zone D	12956990	11674139	136 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
475	Zone D	12944121	11661269	140 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
476	Zone D	12958638	11675788	208 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
477	Zone D	12941014	11658161	213 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
478	Zone D	12957094	11674244	215 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
479	Zone D	12942792	11659938	220 S LEON AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
480	Zone D	12941237	11658385	228 S LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
481	Zone D	12943530	11660678	132 LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
482	Zone D	12940775	11657922	227 LEON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
483	Zone D	12956475	11673625	1130 W NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
484	Zone D	12941856	11659004	1158 W NEW YORK AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
485	Zone D	12942262	11659410	1200 W NEW YORK AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
486	Zone D	12940738	11657884	1230 W NEW YORK AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
487	Zone D	12956259	11673409	1236 W NEW YORK AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
488	Zone D	12942560	11659707	1300 W NEW YORK AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
489	Zone D	12942572	11659719	1314 W NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
490	Zone D	12942052	11659200	1520 W NEW YORK AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
491	Zone D	12942751	11659899	1536 W NEW YORK AVE, DELAND FL 32720	Unknown	Unknown	Unknown
492	Zone D	12945285	11662431	1550 W NEW YORK AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
493	Zone D	12958157	11675307	101 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
494	Zone D	12941941	11659089	102 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
495	Zone D	12956264	11673413	110 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
496	Zone D	12956487	11673637	114 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
497	Zone D	12957253	11674402	115 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
498	Zone D	12956272	11673421	124 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
499	Zone D	12958862	11676011	127 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
500	Zone D	12950914	11668063	128 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
501	Zone D	12941001	11658147	129 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
502	Zone D	12958610	11675760	131 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
503	Zone D	12956955	11674104	136 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
504	Zone D	12955169	11672318	137 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
505	Zone D	12957882	11675032	139 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
506	Zone D	12943427	11660574	145 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
507	Zone D	12956287	11673437	164 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
508	Zone D	12948514	11665662	165 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown

City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
509	Zone D	12955899	11673049	166 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
510	Zone D	12956292	11673441	167 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
511	Zone D	12940979	11658126	302 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
512	Zone D	12952073	11669221	306 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
513	Zone D	12957480	11674630	440 S SHERIDAN AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
514	Zone D	12943268	11660415	100 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
515	Zone D	12957340	11674490	104 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
516	Zone D	12944684	11661832	204 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
517	Zone D	12957053	11674203	206 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
518	Zone D	12955552	11672701	210 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
519	Zone D	12943526	11660672	300 S SPRING GARDEN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
520	Zone D	12957345	11674494	304 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
521	Zone D	12941666	11658814	306 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
522	Zone D	13251019	11970629	320 S SPRING GARDEN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
523	Zone D	12941470	11658618	320 S SPRING GARDEN AVE, DeLand FL 32724	Unknown	Unknown	Unknown
524	Zone D	12957432	11674582	466 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
525	Zone D	12953795	11670944	470 S SPRING GARDEN AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
526	Zone D	12943693	11660841	474 S SPRING GARDEN AVE, DELAND FL 32724	Unknown	Unknown	Unknown
527	Zone D	12957437	11674587	1013 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
528	Zone D	12957448	11674597	1015 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
529	Zone D	12941018	11658164	1017 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
530	Zone D	12948746	11665894	1019 W STEVENS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
531	Zone D	12958224	11675373	1021 W STEVENS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
532	Zone D	12957452	11674602	1026 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
533	Zone D	12943562	11660709	1130 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
534	Zone D	12940671	11657818	1202 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
535	Zone D	12957670	11674820	1230 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
536	Zone D	12953849	11671002	1309 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
537	Zone D	12943940	11661088	1310 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
538	Zone D	12957488	11674637	1405 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
539	Zone D	12943549	11660696	1415 W STEVENS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
540	Zone D	12956346	11673497	1420 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
541	Zone D	12957497	11674647	1425 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
542	Zone D	12948886	11666033	1430 W STEVENS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
543	Zone D	12957492	11674643	1449 W STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
544	Zone D	12957467	11674617	1018 STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
545	Zone D	12940982	11658128	1024 STEVENS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
546	Zone D	12940887	11658034	1311 STEVENS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
547	Zone D	12941577	11658724	1315 STEVENS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
548	Zone D	12946047	11663199	1410 STEVENS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
549	Zone D	12955608	11672758	0 TALTON BLDG, DELAND FL 32724	Unknown	Unknown	Unknown
550	Zone D	12956644	11673794	1004 W TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
551	Zone D	12957383	11674533	1305 W TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
552	Zone D	12957374	11674526	1306 W TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
553	Zone D	12943311	11660458	1307 W TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
554	Zone D	12941367	11658515	1411 W TALTON AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
555	Zone D	12945125	11662274	1413 W TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
556	Zone D	12943653	11660800	1013 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
557	Zone D	12940269	11657416	1017 TALTON AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
558	Zone D	12942358	11659505	1018 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
559	Zone D	12949691	11666840	1023 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
560	Zone D	12957393	11674543	1024 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
561	Zone D	12958510	11675660	1027 TALTON AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
562	Zone D	12957390	11674539	1036 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
563	Zone D	12942153	11659301	1155 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
564	Zone D	12957387	11674536	1181 TALTON AVE, DELAND FL 32724	Unknown	Unknown	Unknown
565	Zone D	12943915	11661064	1183 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
566	Zone D	12956019	11673169	1325 TALTON AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
567	Zone D	12941081	11658228	1330 TALTON AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
568	Zone D	12948875	11666026	1405 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
569	Zone D	12942139	11659287	1406 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
570	Zone D	12946121	11663270	1412 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
571	Zone D	12957366	11674515	1415 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
572	Zone D	12955436	11672589	1416 TALTON AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
573	Zone D	12943393	11660540	1014 W TALTON, DELAND FL 32724	Non-Lead	Unknown	Unknown
574	Zone D	12940870	11658017	1304 W TALTON, DELAND FL 32724	Non-Lead	Unknown	Unknown
575	Zone D	12949709	11666858	1012 TALTON, DELAND FL 32724	Non-Lead	Unknown	Unknown

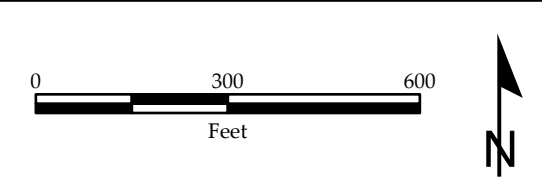
City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
576	Zone D	12944230	11661378	1015 TALTON, DELAND FL 32724	Non-Lead	Unknown	Unknown
577	Zone D	12957369	11674519	1315 TALTON, DELAND FL 32724	Non-Lead	Unknown	Unknown
578	Zone D	12957353	11674503	1116 W VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
579	Zone D	12957358	11674508	1120 W VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
580	Zone D	12941362	11658510	1128 W VOORHIS AVE, DELAND FL 32720	Unknown	Unknown	Unknown
581	Zone D	12941775	11658922	1136 W VOORHIS AVE, DELAND FL 32720	Unknown	Unknown	Unknown
582	Zone D	12950030	11667179	1205 W VOORHIS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
583	Zone D	12942747	11659894	1237 W VOORHIS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
584	Zone D	12958068	11675218	1240 W VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
585	Zone D	12954613	11671762	1301 W VOORHIS AVE, DELAND FL 32720	Unknown	Unknown	Unknown
586	Zone D	12957193	11674343	1306 W VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
587	Zone D	12948009	11665157	1314 W VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
588	Zone D	12957363	11674513	1318 W VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
589	Zone D	12945076	11662223	1320 W VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
590	Zone D	12950508	11667657	1421 W VOORHIS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
591	Zone D	12941653	11658801	1446 W VOORHIS AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
592	Zone D	12949789	11666940	1322 W VOORHIS, DELAND FL 32724	Non-Lead	Unknown	Unknown
593	Zone D	12958764	11675913	104 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
594	Zone D	12950759	11667908	108 S WESTWOOD AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
595	Zone D	12956950	11674099	110 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
596	Zone D	12956952	11674102	115 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
597	Zone D	12956226	11673376	121 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
598	Zone D	12947544	11664692	123 S WESTWOOD AVE, DELAND FL 32724	Unknown	Unknown	Unknown
599	Zone D	12942829	11659976	125 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
600	Zone D	12950089	11667237	130 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
601	Zone D	12956945	11674095	134 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
602	Zone D	12940331	11657479	149 S WESTWOOD AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
603	Zone D	12940974	11658121	150 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
604	Zone D	12943782	11660930	152 S WESTWOOD AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
605	Zone D	12953214	11670362	155 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
606	Zone D	12956741	11673889	407 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
607	Zone D	12943921	11661069	409 S WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
608	Zone D	12941860	11659008	410 S WESTWOOD AVE, DELAND FL 32724	Unknown	Unknown	Unknown
609	Zone D	12941669	11658817	414 S WESTWOOD AVE, DELAND FL 32724	Unknown	Unknown	Unknown
610	Zone D	12941234	11658381	415 S WESTWOOD AVE, DELAND FL 32724	Unknown	Unknown	Unknown
611	Zone D	12956957	11674107	106 WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
612	Zone D	12944203	11661351	111 WESTWOOD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
613	Zone D	12956596	11673746	147 WESTWOOD AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
614	Zone D	12941795	11658943	143 S WESTWOOD PL, DELAND FL 32724	Unknown	Unknown	Unknown
615	Zone D	12948981	11666129	123 S WOODWARD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
616	Zone D	12943252	11660399	237 S WOODWARD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
617	Zone D	12956126	11673276	301 S WOODWARD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
618	Zone D	12956107	11673257	305 S WOODWARD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
619	Zone D	12954113	11671261	315 S WOODWARD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
620	Zone D	12944142	11661290	325 S WOODWARD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
621	Zone D	12957508	11674658	335 S WOODWARD AVE, DELAND FL 32724	Unknown	Unknown	Unknown
622	Zone D	12957530	11674684	349 S WOODWARD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
623	Zone D	12958195	11675345	415 S WOODWARD AVE, DELAND FL 32720	Non-Lead	Unknown	Unknown
624	Zone D	12941852	11659000	427 S WOODWARD AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
625	Zone D	12943874	11661022	137 S WOODWARD, DELAND FL 32724	Non-Lead	Unknown	Unknown
626	Zone D	12955185	11672334	439 S WOODWARD, DELAND FL 32720	Non-Lead	Unknown	Unknown



At-Risk Population Field Investigation Plan - Zone E

Map Disclaimer: This product is for informational purposes only and is based on some unverified information provided by others. This product has not been prepared for nor is it suitable for legal, engineering, or surveying purposes. It represents only the approximate relative location of property boundaries. McKim & Creed, Inc. assumes no liability or damages due to inaccuracies, errors or omissions.



Field Verification Zone

Service Line by Status

Non-Lead | Unknown (31)

Unknown | Unknown (85)



McKIM & CREED

139 Executive Circle Suite 201
Daytona Beach, FL 32114-7102
Tel: (386) 274-2828

Zone E

Prepared For: City of DeLand

Sep. 2024

Page 16 of 18
Page 136 of 297

City of DeLand

At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
627	Zone E	12942349	11659496	216 S BLUE LAKE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
628	Zone E	12941425	11658574	218 S BLUE LAKE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
629	Zone E	12943731	11660879	220 S BLUE LAKE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
630	Zone E	12949746	11666898	226 S BLUE LAKE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
631	Zone E	12943579	11660726	228 S BLUE LAKE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
632	Zone E	12942590	11659738	232 S BLUE LAKE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
633	Zone E	12952998	11670147	242 S BLUE LAKE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
634	Zone E	13248016	11967627	282 N BLUE LAKE-062101, DELAND FL 32724	Non-Lead	Unknown	Unknown
635	Zone E	12941011	11658159	1205 E CAROLINA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
636	Zone E	12956336	11673486	1315 E CAROLINA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
637	Zone E	12951663	11668812	1317 E CAROLINA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
638	Zone E	12944512	11661659	1401 E CAROLINA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
639	Zone E	12952189	11669344	1402 E CAROLINA AVE, DELAND FL 32724	Unknown	Unknown	Unknown
640	Zone E	12950915	11668064	245 N HILL AVE # 10, DELAND FL 32724	Non-Lead	Unknown	Unknown
641	Zone E	12951016	11668165	257 N HILL AVE # 70, DELAND FL 32724	Non-Lead	Unknown	Unknown
642	Zone E	12952790	11669938	155 N HILL AVE # 80, DELAND FL 32724	Unknown	Unknown	Unknown
643	Zone E	13248934	11968544	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
644	Zone E	13248909	11968520	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
645	Zone E	13248900	11968510	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
646	Zone E	13248898	11968508	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
647	Zone E	13248894	11968504	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
648	Zone E	13248890	11968500	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
649	Zone E	13248914	11968525	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
650	Zone E	13248926	11968536	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
651	Zone E	13248921	11968532	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
652	Zone E	13248906	11968516	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
653	Zone E	13248930	11968540	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
654	Zone E	12948298	11665445	101 N HILL AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
655	Zone E	12958589	11675739	105 S HILL AVE, DELAND FL 32724	Unknown	Unknown	Unknown
656	Zone E	12946233	11663384	223 S HILL AVE, DELAND FL 32724	Unknown	Unknown	Unknown
657	Zone E	12954222	11671371	225 S HILL AVE, DELAND FL 32724	Unknown	Unknown	Unknown
658	Zone E	12954493	11671641	227 S HILL AVE, DELAND FL 32724	Unknown	Unknown	Unknown
659	Zone E	12954552	11671701	231 S HILL AVE, DELAND FL 32724	Unknown	Unknown	Unknown
660	Zone E	12955152	11672300	1312 E HOWRY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
661	Zone E	12944454	11661602	1373 E HOWRY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
662	Zone E	12940678	11657825	1422 E HOWRY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
663	Zone E	12944493	11661641	1424 E HOWRY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
664	Zone E	12956092	11673243	1429 E HOWRY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
665	Zone E	12953293	11670441	1430 E HOWRY AVE, DELAND FL 32724	Unknown	Unknown	Unknown
666	Zone E	12941381	11658529	125 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
667	Zone E	12943806	11660954	145 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
668	Zone E	12942865	11660012	150 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
669	Zone E	12944714	11661862	155 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
670	Zone E	12944705	11661853	165 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
671	Zone E	12944468	11661616	200 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
672	Zone E	12958332	11675482	202 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
673	Zone E	12944670	11661818	204 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
674	Zone E	12949014	11666161	205 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
675	Zone E	12957697	11674846	207 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
676	Zone E	12942532	11659679	215 S MASSACHUSETTS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
677	Zone E	12956385	11673535	308 MILLER E RD, DELAND FL 32724	Unknown	Unknown	Unknown
678	Zone E	12945433	11662581	100 MILLER RD, DELAND FL 32724	Unknown	Unknown	Unknown
679	Zone E	12942249	11659397	235 MILLER RD, DELAND FL 32724	Unknown	Unknown	Unknown
680	Zone E	12947078	11664226	236 MILLER RD, DELAND FL 32724	Unknown	Unknown	Unknown
681	Zone E	12955437	11672587	237 MILLER RD, DELAND FL 32724	Unknown	Unknown	Unknown
682	Zone E	12947083	11664231	240 MILLER RD, DELAND FL 32724	Non-Lead	Unknown	Unknown
683	Zone E	12952794	11669943	242 MILLER RD, DELAND FL 32724	Unknown	Unknown	Unknown
684	Zone E	12947769	11664916	1112 E NEW YORK AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
685	Zone E	12941406	11658553	1150 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
686	Zone E	12956588	11673738	1152 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
687	Zone E	12949496	11666646	1158 E NEW YORK AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
688	Zone E	12948933	11666080	1200 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
689	Zone E	12942437	11659584	1201 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
690	Zone E	12948922	11666071	1204 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
691	Zone E	12943365	11660515	1212 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
692	Zone E	12951850	11668999	1300 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
693	Zone E	12944449	11661597	1320 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown

City of DeLand
At-Risk Population Field Investigation Plan

No.	Name	Utility Asset ID	Account ID	Address	Utility Status	Customer Status	Entire Service Line Status
694	Zone E	12943267	11660414	1322 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
695	Zone E	12944436	11661584	1324 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
696	Zone E	12956081	11673232	1330 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
697	Zone E	12940730	11657877	1350 E NEW YORK AVE, DELAND FL 32724	Unknown	Unknown	Unknown
698	Zone E	12950948	11668097	1375 E NEW YORK LS 68, DELAND FL 32720	Unknown	Unknown	Unknown
699	Zone E	12957038	11674187	110 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
700	Zone E	12950351	11667499	112 PECAN ST, DELAND FL 32724	Non-Lead	Unknown	Unknown
701	Zone E	12947467	11664616	116 PECAN ST, DELAND FL 32724	Non-Lead	Unknown	Unknown
702	Zone E	12942789	11659936	132 PECAN ST, DELAND FL 32724	Non-Lead	Unknown	Unknown
703	Zone E	12941846	11658993	133 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
704	Zone E	12951433	11668581	215 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
705	Zone E	12948742	11665889	222 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
706	Zone E	12940893	11658041	223 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
707	Zone E	12944903	11662051	226 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
708	Zone E	12955863	11673014	227 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
709	Zone E	12945157	11662305	230 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
710	Zone E	12956939	11674089	231 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
711	Zone E	12948990	11666138	233 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
712	Zone E	12943063	11660209	236 PECAN ST, DELAND FL 32724	Unknown	Unknown	Unknown
713	Zone E	13249350	11968960	1319 PUP FISH LN, DELAND FL 32724	Non-Lead	Unknown	Unknown
714	Zone E	12955426	11672577	1203 E RICH AVE, DELAND FL 32724	Unknown	Unknown	Unknown
715	Zone E	12947934	11665082	1101 E VOORHIS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
716	Zone E	12941007	11658154	1105 E VOORHIS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
717	Zone E	12941630	11658778	1135 E VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
718	Zone E	12957119	11674268	1145 E VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
719	Zone E	12950070	11667219	1311 E VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
720	Zone E	12954957	11672105	1315 E VOORHIS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
721	Zone E	12951417	11668566	1317 E VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
722	Zone E	12942147	11659295	1401 E VOORHIS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
723	Zone E	12951840	11668991	1407 E VOORHIS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
724	Zone E	12952988	11670137	1409 E VOORHIS AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
725	Zone E	12952993	11670142	1413 E VOORHIS AVE, DELAND FL 32724	Unknown	Unknown	Unknown
726	Zone E	12944458	11661605	104 WADE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
727	Zone E	12944463	11661611	105 WADE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
728	Zone E	12944478	11661626	107 WADE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
729	Zone E	12944483	11661631	109 WADE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
730	Zone E	12944656	11661804	200 WADE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
731	Zone E	12944498	11661646	201 WADE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
732	Zone E	12944507	11661655	205 WADE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
733	Zone E	12944637	11661785	210 WADE AVE, DELAND FL 32724	Unknown	Unknown	Unknown
734	Zone E	12940294	11657442	212 WADE AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
735	Zone E	12945063	11662211	140 S WINSLOW AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
736	Zone E	12949080	11666228	206 S WINSLOW AVE, DELAND FL 32724	Unknown	Unknown	Unknown
737	Zone E	12949793	11666943	210 S WINSLOW AVE, DELAND FL 32724	Unknown	Unknown	Unknown
738	Zone E	12945658	11662806	215 S WINSLOW AVE, DELAND FL 32724	Unknown	Unknown	Unknown
739	Zone E	12943482	11660629	230 S WINSLOW AVE, DELAND FL 32720	Unknown	Unknown	Unknown
740	Zone E	12942010	11659157	233 S WINSLOW AVE, DELAND FL 32724	Unknown	Unknown	Unknown
741	Zone E	12944339	11661486	235 S WINSLOW AVE, DELAND FL 32724	Non-Lead	Unknown	Unknown
742	Zone E	12955303	11672453	236 S WINSLOW AVE, DELAND FL 32724	Unknown	Unknown	Unknown

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Resolution, PD Department Head Memo, Utilities Department Head Memo

APPROVED BY: Julia Hewitt, Deputy City Clerk, October 31, 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.

The Police Department has confirmed that once the weapons are surplus, they will be traded in for credit with Lawmen's Shooters' Supply, located at 701 Columbia Boulevard, Titusville, FL 32780.

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:

POLICE	VEHICLE #	MAKE/MODEL	VIN/SERIAL NO.
DEPT/ASSET NO.	CITY WORKS ID		
1226-N/A		Colt 9MM Rifle w/ 2 Mags	HT007493
1226-N/A		Colt 9MM Rifle w/ 2 Mags	HT007612
1226-N/A		Colt 9MM Rifle w/ 2 Mags	HT013226
1226-N/A		Colt 9MM Rifle w/ 2 Mags	HT013244
1226-N/A		M14 w/ 4 Mags	62044872

Section 2. The weapons will be traded in for credit with Lawmen's Shooters' Supply, located at 701 Columbia Boulevard, Titusville, FL 32780.

UTILITIES	VEHICLE #	MAKE/MODEL	VIN/SERIAL NO.
DEPT/ASSET NO.	CITY WORKS ID		
4203-5301	HVAC System WP #9, Marvair	15784	VA130HPA05BG11-QV2-1015
4203-5362	HVAC System WP# 12, Marvair,		VACA30HPA-05NGHZ-F121396-01
4203-4263	WP #2 High Service Pump #1, Aurora	13BP	96-12899-3
4203-4263	WP #2 High Service Motor #1, US Electric	EM 2555T-4	H06726/Z08Z1370741R2
4203-4264	WP #2 High Service Pump #2, Aurora	13BP	96-12899-1
4203-4264	WP #2 High Service Motor #2, US Electric,	EM 2555T-4	H06726/Z08Z1370741R3
4203-4265	WP #2 High Service Pump #3, Aurora	13BP	96-12899-2
4203-4265	WP #2 High Service Motor #2, US Electric,	EM 2555T-4	H06726/Z08Z1370741R1
4205-N/A	HVAC System Sludge Bld #1, Marvair,		VACA60ACD000N-A2FC-F136748-900-1
4205-5467	HVAC System Reclaim Bld, Marvair,	VA148	N/A
4205-3487	Darkfield Colony Counter, Quebec,	3325	11962-2
4205-N/A	Muffle Furnace, Thermolyne,	FB1315M	34702297
4205-N/A	Electric Typewriter, IBM, Selectric II		N/A
4206-N/A	Pump #1 L/S #71, ABS, XFP	150E	0016552

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

PASSED AND ADOPTED this 4th day of November, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



DeLand Police Department

Jason D. Umberger
Chief of Police



TO: Julia Hewitt, Deputy City Clerk

FROM: Jason D. Umberger, Chief of Police *JDU*

SUBJECT: Surplus of Firearms

DATE: October 21, 2024

Listed below is City equipment we are requesting to surplus. These weapons are currently in our inventory and were not seized or confiscated; nor do the weapons have asset numbers. The age of the weapons is estimated to be forty years old.

Once the weapons have been surplused we will trade them in for credit at Lawmen's Shooters' Supply. Please be aware we have consulted with City Attorney Darren Elkind for the proper process of this project.

Type of Weapon	Serial #	Additional Equipment
COLT 9MM RIFLE	HT007493	x2 Mags
COLT 9MM RIFLE	HT007612	x2 Mags
COLT 9MM RIFLE	HT013226	x2 Mags
COLT 9MM RIFLE	HT013244	x2 Mags
M14	62044872	4 Mags

MEMORANDUM

Date: September 16, 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 October 7th, if at all possible.

<u>Dept.</u>	<u>Asset #</u>	<u>Description</u>	<u>Make</u>	<u>Model</u>	<u>Serial #</u>
4203	5301	HVAC System WP# 9	Marvair	15784	VA130HPA05BG11 -QV2-1015
4203	5362	HVAC System WP# 12	Marvair	VACA30HPA-05NG	HZ-F121396-01
4203	4263	WP #2 High Service Pump #1	Aurora	13BP	96-12899-3
4203	4263	WP #2 High Service Motor #1	US Electric	EM 2555T-4	H06726/Z08Z1370741R2
4203	4264	WP #2 High Service Pump #2	Aurora	13BP	96-12899-1
4203	4264	WP #2 High Service Motor #2	US Electric	EM 2555T-4	H06726/Z08Z1370741R3
4203	4265	WP #2 High Service Pump #3	Aurora	13BP	96-12899-2
4203	4265	WP #2 High Service Motor #2	US Electric	EM 2555T-4	H06726/Z08Z1370741R1
4205		HVAC System Sludge Bld #1	Marvair	VACA60ACD000N-A2	FC-F136748-900-1
4205	5467	HVAC System Reclaim Bld	Marvair	VA148	
4205	3487	Darkfield Colony Counter	Quebec	3325	11962-2
4205	None	Muffle Furnace	Thermolyne	FB1315M	34702297
4205	None	Electric Typewriter	IBM	Selectric II	None
4206		Pump #1 L/S #71	ABS	XFP150E	0016552

CC.

Nick Segel, Budget Manager

Julia Hewitt, Deputy City Clerk

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Consideration re Appointment to Spring Hill Community Redevelopment Agency (SHCRA).

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Application

APPROVED BY: Julia Hewitt, Deputy City Clerk, October 31, 2024

SUMMARY/HIGHLIGHT:

The Seat on the SHCRA reserved for a citizen of the City, appointed by the City of DeLand Commission, and to be approved by the Volusia County Council, has been vacant.

Staff has received an application from Markesha Lewis. This application meets the requirements for the vacant Seat. No other applications have been received.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Citizen Advisory Boards support the Focus Area of "High Value Government."

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission appoint Markesha Lewis to the Spring Hill Community Redevelopment Agency (SHCRA).

BACKGROUND/DISCUSSION:

N/A

View History Report

Audit Trail

Show detailed result

Application Submitted by Markesha Lewis <jamesmarkeshal@gmail.com>

Are you a City of DeLand resident? Yes

How long have you lived in the DeLand area? Over 20 years

Do you own property in DeLand? Yes

Do you work within the City limits? No

Can You Attend Daytime Meetings? No

Have you ever served on a City Board? No

Are you currently serving on any advisory board for any other governmental agency? No

Please describe your community involvement: My father was appointed to a church in DeLand in 1996. While serving in church since then, I grew to love living in DeLand and volunteering in various capacities through youth groups, working for the City of DeLand for two years, running for City Commissioner, and teaching at a local private school founded by my father for 6 years.

Please describe your interest/activities: My heart is with the youth and making sure we develop a generation that can lead, and lead well. I also live in the Spring Hill area and look for growth and continued improvement in safety and resources.

Why do you desire to serve on this Board or Committee? I would like to serve to help make decisions and choices that will be beneficial to my community.

First name: Markesha

Last name: Lewis

Email address: jamesmarkeshal@gmail.com

Primary phone number: (386) 589-2310

Address: 924 Valleydale Ave, DeLand, FL 32720, USA

Employment History

Employer: Radiant Life Academy

Position: Teacher

Employment date: 08/05/2024

Education

Degree(s): BSBA

School or college: University of Central Florida

Graduation date: 05/2006

A resume or separate sheet with additional information may be included:

Markesha Lewis Resume.docx

Completed Stages:

Application: ✓ 09/17/2024 07:01:24 AM - Markesha Lewis <jamesmarkeshal@gmail.com>

Uploaded Files

Name	Uploaded by	Version	Source
Markesha Lewis Resume.docx	SYSTEM	1	A resume or separate sheet with additional information may be included:

0 Comments 0 Emails

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-a0f6f69bf529493d9d829f01be486539.prod@simpligov.com . All emails sent into the workflow will display in the list below.

Markesha Lewis

924 Valleydale Avenue • DeLand, FL 32720 • jamesmarkeshal@gmail.com • 386-589-2310

Experienced professional with a proven track record in education, administration, and customer service. In the teaching role, managed a dynamic multi-grade classroom, implemented effective teaching methodologies, and coordinated extracurricular activities. Demonstrated meticulous attention to detail in administrative positions, handling customer databases, processing accounts payable, and ensuring effective communication with stakeholders. Commitment to organizational excellence evident through proactive training initiatives and coordination of various responsibilities. Possess adaptability, strategic planning skills, and a results-oriented approach applicable to diverse professional settings.

Areas of Expertise

- | | | |
|---------------------------|--------------------------------|--------------------------|
| ▪ Strategic Planning | ▪ Budgeting Process | ▪ Operational Management |
| ▪ Resource Allocation | ▪ Forecasting Trends | ▪ Business Growth |
| ▪ Leadership Skills | ▪ Microsoft Office Proficiency | ▪ Organizational Goals |
| ▪ Team Management | ▪ Risk Identification | ▪ Positive Culture |
| ▪ Campaign Planning | ▪ Stakeholder Relations | ▪ Market Analysis |
| ▪ Political Strategy | ▪ Customer Engagement | ▪ Performance Metrics |
| ▪ Financial Oversight | ▪ Responsive Governance | ▪ Change Management |
| ▪ Social Media Management | ▪ Regulatory Compliance | ▪ Community Engagement |

Core Competencies

- ✓ **Strategic Planning:** Develop and implement business strategies to achieve organizational goals, considering market trends, competition, and long-term growth objectives.
- ✓ **Leadership and Team Management:** Lead and motivate teams to maximize their performance, fostering a positive work environment, and ensuring efficient collaboration among team members.
- ✓ **Financial Management:** Oversee budgeting, financial analysis, and resource allocation to optimize financial performance and ensure the organization's fiscal health.
- ✓ **Operational Oversight:** Manage day-to-day operations to enhance efficiency and productivity, ensuring that processes align with organizational objectives and industry best practices.

Work Experience

Alaka`ina Family of Corporations (Kūpono Government Services) | Project Coordinator

March 2024 – July 2024

- Regularly update the Program Manager on awarded contracts.
- Efficiently manage tracking systems for contract deliverables (CDRLs) and equipment.
- Thoroughly review, edit, and update essential CDRLs for government submissions.
- Maintain effective communication with team members regarding ongoing and upcoming tasks.
- Actively participate in government meetings to stay informed about program updates and new contract awards.

Stetson Baptist Christian School | 4th Grade Teacher

Aug 2023 – February 2024

- Devised, organized, and delivered instructional content, finely tuned to address the varied learning needs of 4th-grade students, ensuring a tailored and effective educational experience.
- Introduced and implemented forward-thinking teaching strategies to stimulate student engagement and deepen comprehension, resulting in a dynamic and interactive classroom environment.
- Cultivated a positive and inclusive learning space, fostering an atmosphere conducive to both academic achievement and personal growth, ultimately contributing to a supportive educational journey for every student.
- Actively participated in collaborative efforts with peers to conceptualize and execute interdisciplinary initiatives, further enriching the educational landscape and promoting holistic learning experiences for students.

T.O.P. Academy – DELAND, FL | Teacher

2016 – Present

- Oversaw the dynamic management of a multi-grade classroom, successfully guiding and mentoring up to 12 students by implementing effective and adaptable teaching methodologies.
- Facilitated tailored instruction in core subjects across diverse grade levels, demonstrating a commitment to academic excellence and student success.
- Spearheaded the promotion of organizational skills and responsibilities among students through proactive training initiatives, contributing to their holistic development.
- Played an integral role in the coordination and production of a variety of extracurricular activities, including electives, plays, and concerts, while consistently meeting and exceeding additional responsibilities as assigned.

City of Deland – Deland, FL | Admin Assistant III

2015 – 2016

- Managed and updated customer database, ensuring accuracy and completeness, and facilitated effective communication with internal and external stakeholders regarding pertinent testing notifications.
- Executed the processing of accounts payable for VISA and contractor transactions, demonstrating meticulous attention to detail and adherence to financial protocols.

- Proficiently handled client inquiries, effectively managed file systems, and transcribed Root Cause Analyses (RCAs), letters, and employee communications to maintain organized and accessible documentation.

Spring Hill Resources | City of Deland – Deland, FL | Admin Assistant

2014 – 2015

- Orchestrated the seamless facilitation of DCF applications, renewals, and medical forms for clients, meticulously navigating procedural intricacies to ensure compliance with established standards.
- Innovatively composed, refined, and evaluated resumes, offering tailored career counseling and strategic insights to empower individuals in optimizing their professional trajectory.
- Spearheaded the end-to-end volunteer recruitment and onboarding process, providing robust supervision and clear directives to align their contributions with organizational goals.

Home Shopping Network | Customer Sales Agent

2011 – 2012

- Engaged with clients by promptly responding to inquiries, delivering comprehensive information, and skillfully resolving issues. Maintained a meticulous approach to updating account changes, ensuring accuracy and completeness in all interactions.
- Consistently played a pivotal role in team and company advancement by actively contributing to collaborative efforts. Demonstrated a commitment to achieving organizational goals, thereby fostering an environment of growth and success.
- Executed precise management of monetary transactions through the utilization of advanced computer software, overseeing seamless order processing while upholding stringent financial standards and protocols.

National Alamo-Enterprise | Sr. Customer Asst Rep

2005 – 2007

- Oversaw the seamless execution of rental transactions amidst major city events, including the Daytona 500 and Bike Week, orchestrating a meticulous process that enhanced operational fluidity and heightened customer satisfaction.
- Championed the creation of a customer service paradigm, consistently delivering exceptional experiences to uphold the brand's commitment to excellence and garner positive feedback.
- Contributed significantly to daily business operations, playing a pivotal role in business development by engaging in strategic sales and marketing endeavors to expand market reach and foster growth.

Cole Engineering Services – Orlando, FL | Office Manager

2004 – 2007

- Orchestrated end-to-end recruitment processes by proactively sourcing candidates for open positions, coordinating interviews, and executing post-offer screenings with precision.
- Spearheaded the organization's talent acquisition strategy by actively participating in career fairs at reputable local universities, strategically identifying and cultivating relationships with potential employees.
- Assumed responsibility for the meticulous management of payroll and timekeeping functions for a diverse team of over 20 employees, ensuring accuracy, compliance, and the seamless flow of operational processes.

Watershed Concepts (HSMM) – Atlanta, GA | Administrative Assistant I

2006 – 2007

- Coordinated and managed interview schedules, overseeing the entire post-offer screening process and facilitating comprehensive new hire orientations, contributing to a streamlined and efficient onboarding experience.
- Played a pivotal role in actively participating in conferences focused on employee benefits, offering crucial support to enhance knowledge dissemination and understanding of the comprehensive benefits portfolio.
- Worked collaboratively with the corporate HR department to meticulously update and maintain employee records and files, ensuring precision and compliance with organizational standards and regulatory requirements.

Other Experience

City Commission Election | Political Candidate

2018

- Engaged actively in civic affairs by running as a candidate for the city's commission in 2018, exemplifying a strong dedication to public service and community involvement.
 - Demonstrated adept campaign strategy by achieving a marginal difference of less than 10% from the winning candidate, highlighting the capacity to garner substantial voter backing despite not securing the elected position.
-

Community Leadership

Thompson Street Tabernacle of Praise | Finance Administrator/ Office Generalist

Mar 2011— Present

- Drive pivotal efforts in member acquisition and retention, playing a strategic role in enhancing the organization's membership base and fostering long-term engagement.
- Methodically conduct weekly financial activities, encompassing comprehensive account reconciliation and precise income documentation, to uphold the integrity and transparency of financial processes.

Favored Kids Group | Program Lead

Aug 2009 – 2016

- Facilitated the mentorship and academic support for students in grades 5-9 within the community, fostering a positive learning environment and contributing to their overall academic success.
- Advocated for and encouraged the adoption of healthy lifestyles and sound decision-making, promoting positive behavioral choices and well-being among community members.

Education

B.S. in Business Administration – University of Central Florida (UCF), Orlando, FL

Jul 2006

- **Major:** Management
- **Track | Human Resources:** Human Resource Management | Training & Development | Financial/Managerial Accounting | Business Law & Ethics



Memorandum

DATE: November 04, 2024
TO: MAYOR AND COMMISSIONERS
FROM: JULIE A. HENNESSY, CITY CLERK
RE: Announcement of Board Vacancies

BROWNFIELD ADVISORY COMMITTEE

Each Brownfield Advisory Committee shall consist of five (5) members, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint one or more members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an *ex officio* member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

The Brownfield Advisory Committee shall:

- (1). Be responsible for making recommendations to the City Commission regarding brownfields within the City.
- (2). Receive public comment on the rehabilitation and redevelopment of brownfields areas, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials.
- (3). Review and recommend ways to encourage public interest and participation in the brownfields initiatives of the City.

(4). Invite persons to its meetings in an effort to provide local knowledge concerning the location of potentially contaminated sites and the possibility of redevelopment.

(5). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord.

(6). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

Applications are available in the City Clerk's office in City Hall Monday through Friday, 8:00 AM to 4:30 PM., or on the City's website.

cc: Rick Werbiskis, Community Development Director
Chris Graham, Community Information Manager

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Continuation of Second Reading of Ordinance No. 2024-41, Annexing ±0.99 Acre of Property Located on the South Side of Cassadaga Road, West of Interstate 4. (DeLand Tech Park).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Tech Park Annexation Continuation Memo - 2 (Nov. 18), ORD-2024-41, Exhibit A- Legal Description, Exhibit B-Zoning Map, AN24-111 Staff Report, AN24-111 Aerial Map, AN24-111 Property Record Card 8106-00-00-0072

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

SUMMARY/HIGHLIGHT:

The subject property is 0.987 acres in size, located in unincorporated Volusia County and is currently zoned VC: R-4 (Volusia County Urban Single Family), with a future land use designation of VC: ULI (Volusia County Urban Low Intensity). It is owned by Longleaf Four, LLC, and the property is currently vacant. The applicant intends on combining the subject property's 0.987 acres with the existing 143.24 acres of property within the Tech Park Planned Development to the south.

On July 17, 2024, the Planning Board unanimously voted to recommend approval of the annexation request. On August 19, 2024, the City Commission unanimously voted to approve the annexation request on first reading.

On October 21, 2024, the City Commission voted to continue the item to the November 4, 2024 meeting, per the applicant's request.

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:

Strategic Plan Focus Area: Preparing for Future 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:

It is recommended that the hearing be continued to the November 18, 2024, City Commission meeting.

BACKGROUND/DISCUSSION:

Continuation of The DeLand Tech Park PD was originally approved on October 3, 2022. The applicant has applied for a land use amendment and first amendment to the DeLand Tech Park PD that will include the subject property.



Planning Department Memorandum

TO: City Commission

DATE: November 4, 2024

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue Second Reading of Ordinance No. 2024-41, Annexing ±0.99 Acre of Property Located on the South Side of Cassadaga Road, West of Interstate 4. (DeLand Tech Park). Requested to the November 4, 2024 City Commission Meeting.

On October 24, 2024, the applicant, Mark Watts with CobbCole, agreed to continue the above-referenced application from the November 4, 2024 City Commission meeting to the November 18, 2024 City Commission meeting.

ORDINANCE NO. 2024 – 41

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 0.99 ACRES OF PROPERTY LOCATED ON THE SOUTHSIDE OF CASSADAGA ROAD, WEST OF INTERSTATE 4 (DELAND TECH PARK); AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Mark Watts, Esquire, on behalf of the owner Longleaf Four, LLC, submitted a petition for annexation of approximately +/- 0.99 acres of land located on the southside of Cassadaga Road, west of Interstate 4 (DeLand Tech Park); and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand, to the south, 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, Mark Watts, Esquire, on behalf of the owner, Longleaf Four, LLC, totaling approximately +/- 0.99 acres, located on the southside of Cassadaga Road, west of Interstate 4 (DeLand Tech Park) 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. 810600000072

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 7:00 p.m., 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

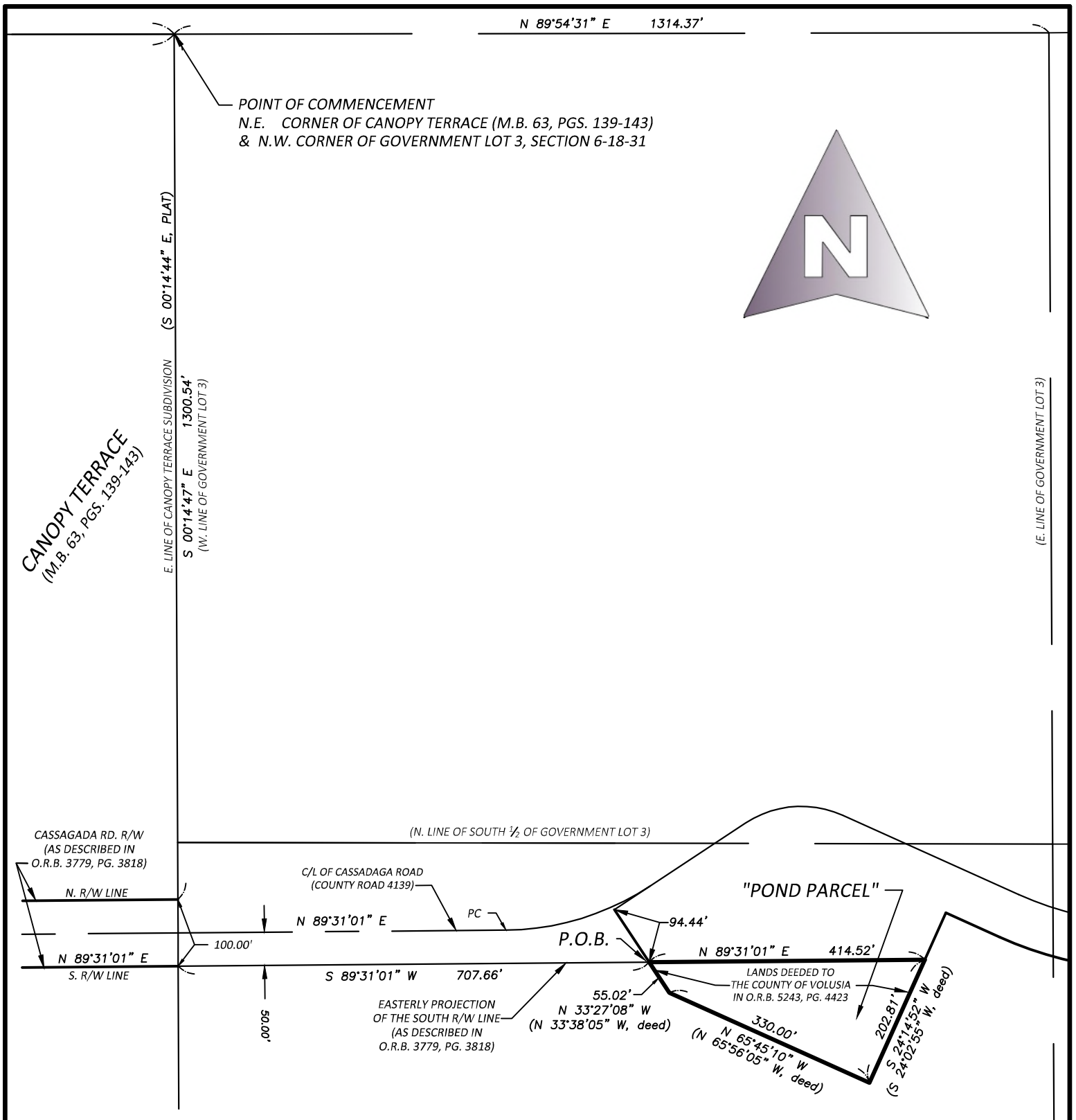
ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 19, 2024
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



REVISED:

LEGEND & ABBREVIATIONS (UNLESS OTHERWISE NOTED)

C/L = CENTERLINE
L = ARC LENGTH
O.R.B. = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

R = RADIUS
RNG. = RANGE
R/W = RIGHT OF WAY
Δ = CENTRAL ANGLE
RNG. = SECTION
TWP. = TOWNSHIP
T = TANGENT

**CASSADAGA ROAD (C.R. 4139)
PARCEL TRANSFER (PORTION OF POND PARCEL) TO
LONGLEAF FOUR, LLC.**

SKETCH OF DESCRIPTION ONLY / NOT A BOUNDARY SURVEY
SECTION 6, TWP. 18 SOUTH, RNG. 31 EAST, VOLUSIA COUNTY, FLORIDA



COUNTY OF VOLUSIA
PUBLIC WORKS DEPARTMENT
CONSTRUCTION ENGINEERING
SURVEY DIVISION
123 W. INDIANA AVE. DELAND, FL 32720
PHONE 1-386-736-5967 FAX 1-386-822-5736

NAME	DATE	PLOT DATE:	DRAWING #
CADD	MM 1/24	1/16/24	2542
SURVEY DATE	N/A	N/A	
CHECKED	EAB	1/24	SCALE: 1" = 200'
PROJECT #	LEGAL	FIELD BOOK N/A	SHEET # 1 OF 2

LEGAL DESCRIPTION (POND PARCEL TO LONGLEAF FOUR, LLC):

A PORTION OF THE SOUTH ½ OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE CANOPY TERRACE SUBDIVISION AS RECORDED IN MAP BOOK 63, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 3; THENCE RUN S 00°14'47" E (S 00°14'44" E, PLAT), ALONG THE EAST LINE OF SAID CANOPY TERRACE SUBDIVISION AND THE WEST LINE OF SAID GOVERNMENT LOT), A DISTANCE OF 1300.54 FEET (1300.63', PLAT) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3779, PAGE 3818 OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE, S 00°14'47" E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 100.00 FEET TO ITS INTERSECTION SOUTH RIGHT-OF-WAY LINE OF SAID CASSADAGA ROAD; THENCE, DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 3, RUN N 89°31'01" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3779, PAGE 3818, A DISTANCE OF 707.66 FEET TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF THOSE LANDS DEEDED TO THE COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING: THENCE CONTINUE N 89°31'01" E, A DISTANCE OF 414.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE AFORESAID LANDS DEEDED TO COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423; THENCE, DEPARTING THE SAID EASTERLY EXTENSION, RUN ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 THE FOLLOWING THREE (3) COURSES, S 24°14'52" W (S 24°02'55" W, DEED), A DISTANCE OF 202.81 FEET; THENCE N 65°45'10" W (N 65°56'05" W, DEED), A DISTANCE OF 330.00 FEET; THENCE N 33°27'08" W, (N 33°38'05" W, DEED), A DISTANCE OF 55.02 FEET TO ITS INTERSECTION WITH THE AFORESAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 43,031 SQUARE FEET MORE OR LESS.

SKETCH OF DESCRIPTION NOTES:

1. SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AS BEING S 00°14'47" E (ASSUMED).
3. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
4. THE BOUNDARY INFORMATION SHOWN HEREON WAS ESTABLISHED USING THE INFORMATION FROM THE FOLLOWING.
 - A. O.R.B. 5243, PG. 4423 (REFERENCE TO O.R.B. 130, PG. 435) (VOLUSIA COUNTY PARCEL)
 - B. O.R.B. 3192, PG. 1149. (OWNERSHIP DEED), O.R.B. 7959, PG. 3833. (OWNERSHIP DEED), O.R.B. 8493, PG. 1088 . (OWNERSHIP DEED), AND O.R.B. 3779, PG. 3818 (R/W DEED)
 - C. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 79110 (F.P. NO. 408463 1).
 - D. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 7716-4018 .
 - E. VOLUSIA COUNTY R/W MAP FOR THE PROPOSED "I-4 FRONTAGE ROAD" (COUNTY PROJECT #4738).

REVISED:

LEGEND & ABBREVIATIONS (UNLESS OTHERWISE NOTED)

C/L = CENTERLINE
L = ARC LENGTH
O.R.B = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
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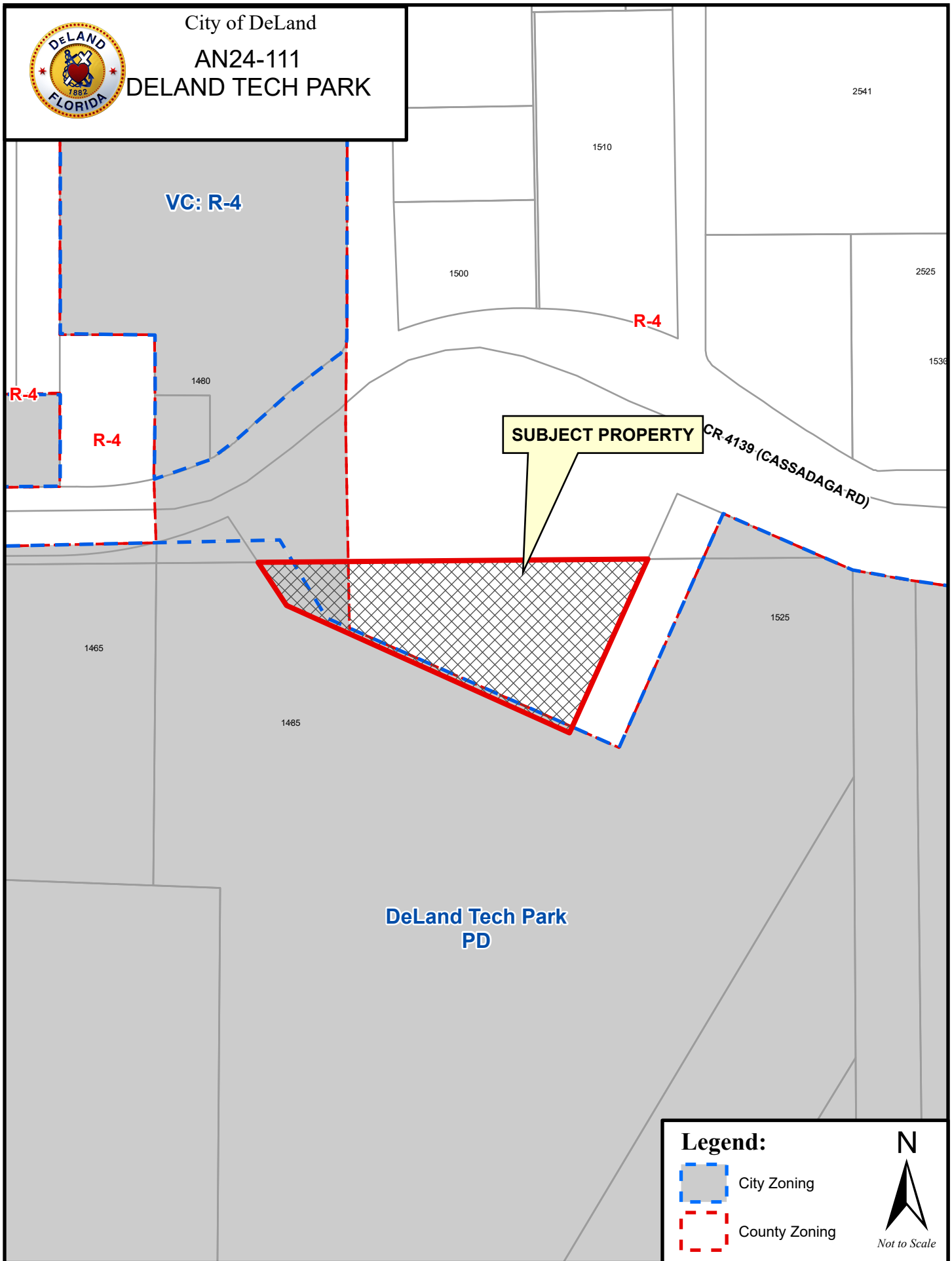
**CASSADAGA ROAD (C.R. 4139)
PARCEL TRANSFER (PORTION OF POND PARCEL) TO
LONGLEAF FOUR, LLC.**

SKETCH OF DESCRIPTION ONLY / NOT A BOUNDARY SURVEY
SECTION 6, TWP. 18 SOUTH, RNG. 31 EAST, VOLUSIA COUNTY, FLORIDA



COUNTY OF VOLUSIA
PUBLIC WORKS DEPARTMENT
CONSTRUCTION ENGINEERING
SURVEY DIVISION
123 W. INDIANA AVE. DELAND, FL. 32720
PHONE 1-386-736-5967 FAX 1-386-822-5736

	NAME	DATE	PLOT DATE:	DRAWING #
CADD	MM	1/24	1/16/24	2542
SURVEY DATE	N/A	N/A	SCALE:	
CHECKED	EAB	1/24	N/A	SHEET #
PROJECT #	LEGAL		FIELD BOOK	
			N/A	2 OF 2



**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

July 17, 2024

Continued from June 12, 2024

APPLICATION: AN24-111

- 1. Requested Action:** Annexation of 0.987 acres of property into the City limits of DeLand
- 2. Location:** Cassadaga Rd., west of I-4
- 3. Petitioner:** Mark Watts, CobbCole
- 4. Owner:** Longleaf Four, LLC
- 5. Size of parcel(s):** ± 0.987 acres
- 6. Parcel ID:** 810600000072
- 7. Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Urban Low Intensity (ULI)

Existing Zoning: Volusia County: R-4

Existing Use: Wooded/Undeveloped

- 8. Surrounding Land Use & Zoning:**

	LAND USE	ZONING
North:	VC: URBAN LOW INTENSITY	VC: R-4
South:	COMMERCE	TECH PARK PD
East:	COMMERCE	TECH PARK PD
West:	COMMERCE	TECH PARK PD

- 9. Physical Characteristics:** The subject property is ± 0.987 acres in size and is 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: R-4 (Volusia County Urban Single Family), with a future land use designation of VC: ULI (Volusia County Urban Low Intensity). It is owned by Longleaf Four, LLC, and the property is currently vacant. The applicant intends on combining the subject property's 0.987 acres with the with existing 143.24 acres of property within the Tech Park Planned Development to the south. This application is accompanied by a request for a future land use amendment (SMLU24-112) and a request for a rezone (Z24-081). If the requests are approved, any future site improvements will require review and approval of a separate development application.

10. Public Services & Utilities: The City's Utilities Department determined the closest City water main is an 8" main on Cassadaga Rd. and the closest city sewer main is also located on Cassadaga Rd., with a 6" force main.

11. Growth Management Plan Consistency:

North of the property is mostly rural, with residential homes and located in unincorporated Volusia County. To the south, east and west will be commercial and industrial uses as part of the DeLand Tech Park Planned Development.

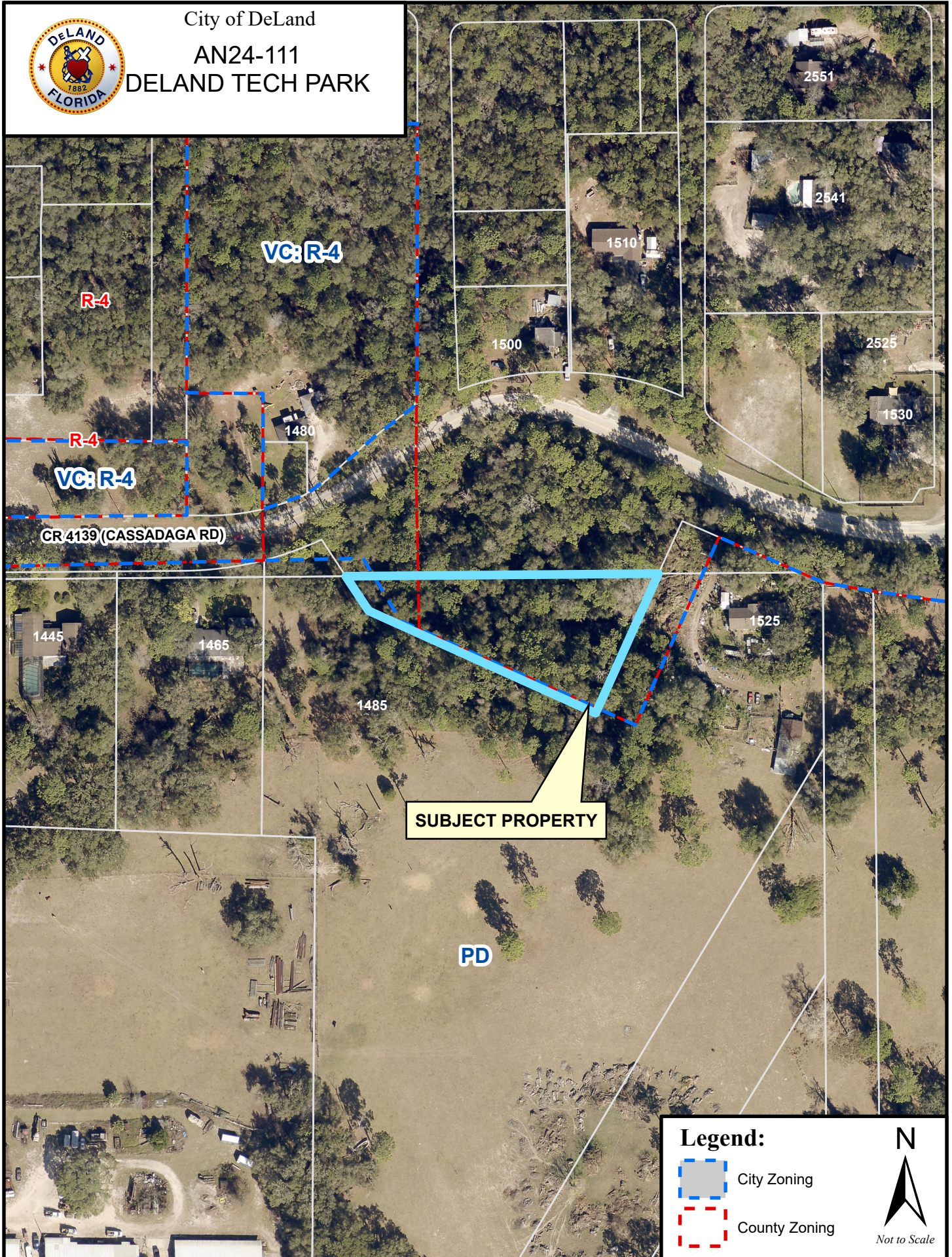
12. Analysis: The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. 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 south, by ± 587 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
AN24-111
DELAND TECH PARK



Legend:

-  City Zoning
-  County Zoning





Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 8025456
LONGLEAF FOUR LLC

Parcel ID: 810600000072
CASSADAGA RD, DELAND, FL

Parcel Summary

Alternate Key:	8025456
Parcel ID:	810600000072
Township-Range-Section:	18 - 31 - 06
Subdivision-Block-Lot:	00 - 00 - 0072
Owner(s):	LONGLEAF FOUR LLC - FS - Fee Simple - 100%
Mailing Address On File:	320 N MERIDIAN ST STE 700 INDIANAPOLIS IN 46204 1744
Physical Address:	CASSADAGA RD, DELAND 32724
Property Use:	0000 - VACANT RES
Tax District:	012-DELAND
2023 Final Millage Rate:	18.7526
Neighborhood:	5045
Subdivision Name:	
Homestead Property:	No

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Continuation of Second Reading of Ordinance No. 2024-42, Changing the Land Use for Approximately 0.987 Acre of Property, Located on the South Side of Cassadaga Road, West of Interstate 4, from Volusia County Urban Low Intensity to City of DeLand Commerce. (DeLand Tech Park).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Tech Park SMLU Continuation Memo- 2 (Nov. 18), ORD-2024-42, Exhibit A- Legal Description, SMLU24-112 Aerial Map, SMLU24-112 Zoning Map, SMLU24-112 Staff Report , SMLU24-112 Current Land Use Map, SMLU24-112 Proposed Land Use Map, SMLU24-112 Applicant Statement, SMLU24-112 VGMC Consistency Certification Letter, SMLU24-044 VGMC 24-044 Consistency Certification Letter

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

SUMMARY/HIGHLIGHT:

Request to amend the future land use designation for a parcel located on the south side of Cassadaga Rd., west of Interstate-4. The request is to change the future land use designation from Volusia County Urban Low Intensity (VC: ULI) to City of DeLand Commerce (COM). The parcel is wooded and undeveloped. The applicant intends on combining the 0.987 acres with the existing 143.24-acre development known as the Tech Park Planned Development. Concurrent applications to annex and rezone the property (AN24-111) (Z24-081) were also submitted.

On July 17, 2024, the Planning Board unanimously voted to recommend approval of the requested land use amendment.

On August 19, 2024, the City Commission unanimously voted to approve the future land use amendment request on first reading.

On October 21, 2024, the City Commission voted to continue the item to the November 4, 2024, meeting, per the applicant's request.

In a letter dated September 20, 2024, the Volusia Growth Management Commission (VGMC) issued a Certificate of Consistency regarding the proposed land use change.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Plan Focus Area: Institute Smart Growth Principles - Community Consistent Growth.

Per the Strategic Plan, "To manage growth, the city will need to institute a number of smart growth principles". Action Step 3 promotes mixed-use development that localizes vehicular trips. The DeLand Tech Park development plan includes over 1 million square feet of industrial and commercial uses, located just off of Interstate-4. The immediate area includes a mixture of residential development that will help support DeLand Tech Park, thus reducing vehicular trips.

SUSTAINABILITY:

The Strategic Plan Focus Area: Preparing for the Future/Sustainability recognizes that, "...the city itself is dynamic and that extensive changes will occur in the near and long term future", and that "...it is important that there be a strategic focus on the future". Amending the future land use designation of the subject property is a necessary step for a newly-annexed property. By changing the land use from Volusia County's ULI to the City of DeLand's COM supports the Southwest Activity Center, as the intent of the Commerce (COM) future land use designation is to develop the Southwest Activity Center in a manner that contributes to the creation of quality light industrial and commercial space for southwest Volusia County and the City of DeLand.

FISCAL IMPACT:

Inclusion of the subject property in the city's tax rolls will increase funds towards city services.

RECOMMENDATION:

It is recommended that the hearing be continued to the November 18, 2024, City Commission meeting

BACKGROUND/DISCUSSION:

The subject property is adjacent to the Southwest Activity Center (SWAC) and shall comply with the policies identified within the Local Plan as Commerce (COM). The SWAC has trip allowances based on the uses and the district (Commerce/West Central/Community). According to the Local Plan, the maximum average daily trips in the Commerce district is 13,700; the West Central district allows for average daily trips of up to 19,600; and for the Community district, the maximum allowable average daily trips per day is 4,700 trips. This trip allowance was incorporated in the PD agreement that was approved by City Commission on October 3, 2022. With the incorporation of the 0.987-acre parcel, those trips are not being exceeded with the approval of the land use amendment.



Planning Department

Memorandum

TO: City Commission

DATE: November 4, 2024

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue Second Reading of Ordinance No. 2024-42, Changing the Land Use for Approximately 0.987 Acre of Property, Located on the South Side of Cassadaga Road, West of Interstate 4, from Volusia County Urban Low Intensity to City of DeLand Commerce. (DeLand Tech Park).

On October 24, 2024, the applicant, Mark Watts with CobbCole, agreed to continue the above-referenced application from the November 4, 2024 City Commission meeting to the November 18, 2024 City Commission meeting.

ORDINANCE NO. 2024 - 42

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 ON THE SOUTH SIDE OF CASSADAGA ROAD, WEST OF INTERSTATE 4; FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S COMMERCE 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 involves the change to the land use designation of a parcel of property that is 50 acres or less; and
2. The cumulative effect of the above amendment 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 +/- 0.99 acre of land located on the south side of Cassadaga Road, west of Interstate 4; from Volusia County's Urban Low Intensity future land use designation to City of DeLand's Commerce 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); and

WHEREAS, this land use amendment has been transmitted to and reviewed by the Volusia Growth Management Commission.

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 on the south side of Cassadaga Road, west of Interstate 4; consisting of approximately +/- 0.99 acre of land from Volusia County's Urban Low Intensity Future Land Use designation to City of

DeLand's Commerce 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

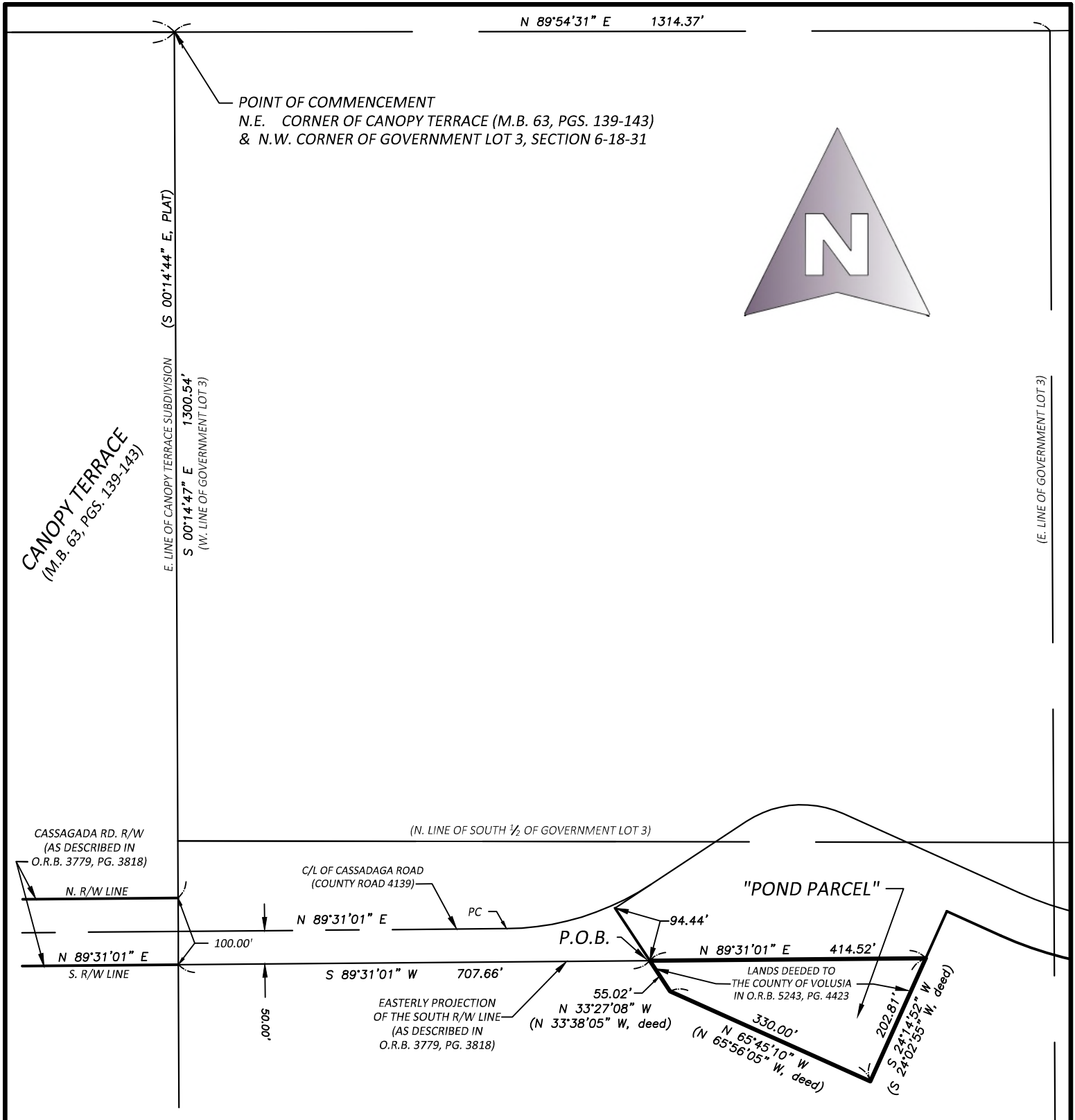
ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 19, 2024
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



REVISED:

LEGEND & ABBREVIATIONS (UNLESS OTHERWISE NOTED)

C/L = CENTERLINE
L = ARC LENGTH
O.R.B. = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

R = RADIUS
RNG. = RANGE
R/W = RIGHT OF WAY
Δ = CENTRAL ANGLE
RNG. = SECTION
TWP. = TOWNSHIP
T = TANGENT

**CASSADAGA ROAD (C.R. 4139)
PARCEL TRANSFER (PORTION OF POND PARCEL) TO
LONGLEAF FOUR, LLC.**

SKETCH OF DESCRIPTION ONLY / NOT A BOUNDARY SURVEY
SECTION 6, TWP. 18 SOUTH, RNG. 31 EAST, VOLUSIA COUNTY, FLORIDA



COUNTY OF VOLUSIA
PUBLIC WORKS DEPARTMENT
CONSTRUCTION ENGINEERING
SURVEY DIVISION
123 W. INDIANA AVE. DELAND, FL 32720
PHONE 1-386-736-5967 FAX 1-386-822-5736

NAME	DATE	PLOT DATE:	DRAWING #
CADD	MM 1/24	1/16/24	2542
SURVEY DATE	N/A	N/A	
CHECKED	EAB	1/24	SCALE: 1" = 200'
PROJECT #	FIELD BOOK		SHEET #
LEGAL	N/A		1 OF 2

LEGAL DESCRIPTION (POND PARCEL TO LONGLEAF FOUR, LLC):

A PORTION OF THE SOUTH ½ OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE CANOPY TERRACE SUBDIVISION AS RECORDED IN MAP BOOK 63, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 3; THENCE RUN S 00°14'47" E (S 00°14'44" E, PLAT), ALONG THE EAST LINE OF SAID CANOPY TERRACE SUBDIVISION AND THE WEST LINE OF SAID GOVERNMENT LOT), A DISTANCE OF 1300.54 FEET (1300.63', PLAT) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3779, PAGE 3818 OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE, S 00°14'47" E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 100.00 FEET TO ITS INTERSECTION SOUTH RIGHT-OF-WAY LINE OF SAID CASSADAGA ROAD; THENCE, DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 3, RUN N 89°31'01" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3779, PAGE 3818, A DISTANCE OF 707.66 FEET TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF THOSE LANDS DEEDED TO THE COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING: THENCE CONTINUE N 89°31'01" E, A DISTANCE OF 414.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE AFORESAID LANDS DEEDED TO COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423; THENCE, DEPARTING THE SAID EASTERLY EXTENSION, RUN ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 THE FOLLOWING THREE (3) COURSES, S 24°14'52" W (S 24°02'55" W, DEED), A DISTANCE OF 202.81 FEET; THENCE N 65°45'10" W (N 65°56'05" W, DEED), A DISTANCE OF 330.00 FEET; THENCE N 33°27'08" W, (N 33°38'05" W, DEED), A DISTANCE OF 55.02 FEET TO ITS INTERSECTION WITH THE AFORESAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 43,031 SQUARE FEET MORE OR LESS.

SKETCH OF DESCRIPTION NOTES:

1. SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AS BEING S 00°14'47" E (ASSUMED).
3. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
4. THE BOUNDARY INFORMATION SHOWN HEREON WAS ESTABLISHED USING THE INFORMATION FROM THE FOLLOWING.
 - A. O.R.B. 5243, PG. 4423 (REFERENCE TO O.R.B. 130,PG. 435) (VOLUSIA COUNTY PARCEL)
 - B. O.R.B. 3192, PG. 1149. (OWNERSHIP DEED), O.R.B. 7959, PG. 3833. (OWNERSHIP DEED), O.R.B. 8493, PG. 1088 . (OWNERSHIP DEED), AND O.R.B. 3779, PG. 3818 (R/W DEED)
 - C. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 79110 (F.P. NO. 408463 1).
 - D. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 7716-4018 .
 - E. VOLUSIA COUNTY R/W MAP FOR THE PROPOSED "I-4 FRONTAGE ROAD" (COUNTY PROJECT #4738).

REVISED:

LEGEND & ABBREVIATIONS (UNLESS OTHERWISE NOTED)

C/L = CENTERLINE
L = ARC LENGTH
O.R.B = OFFICIAL RECORDS BOOK
PC = POINT OF CURVATURE
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CASSADAGA ROAD (C.R. 4139)
PARCEL TRANSFER (PORTION OF POND PARCEL) TO
LONGLEAF FOUR, LLC.

SKETCH OF DESCRIPTION ONLY / NOT A BOUNDARY SURVEY
SECTION 6, TWP. 18 SOUTH, RNG. 31 EAST, VOLUSIA COUNTY, FLORIDA

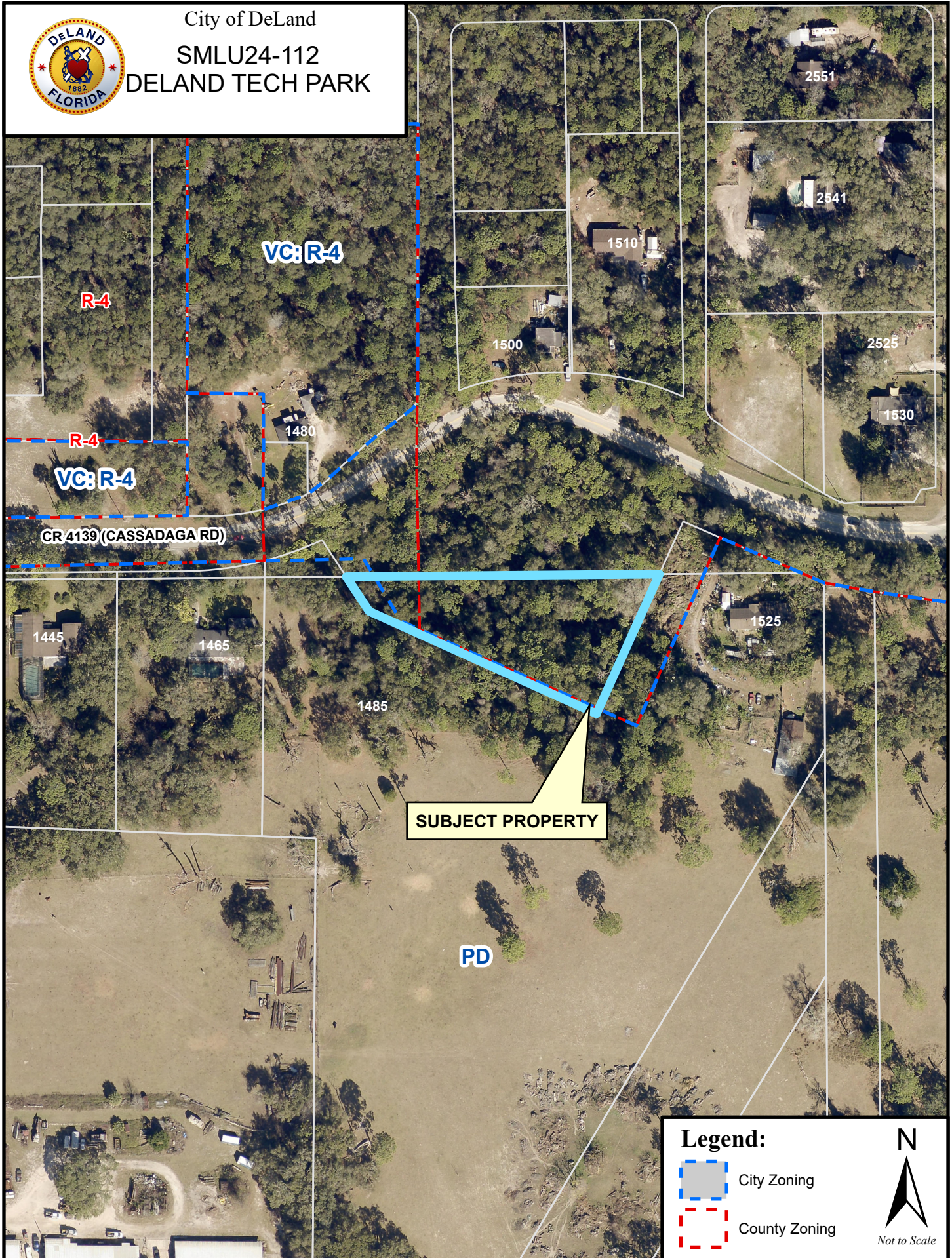


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PROJECT #			FIELD BOOK	SHEET #
LEGAL			N/A	2 OF 2



City of DeLand
SMLU24-112
DELAND TECH PARK



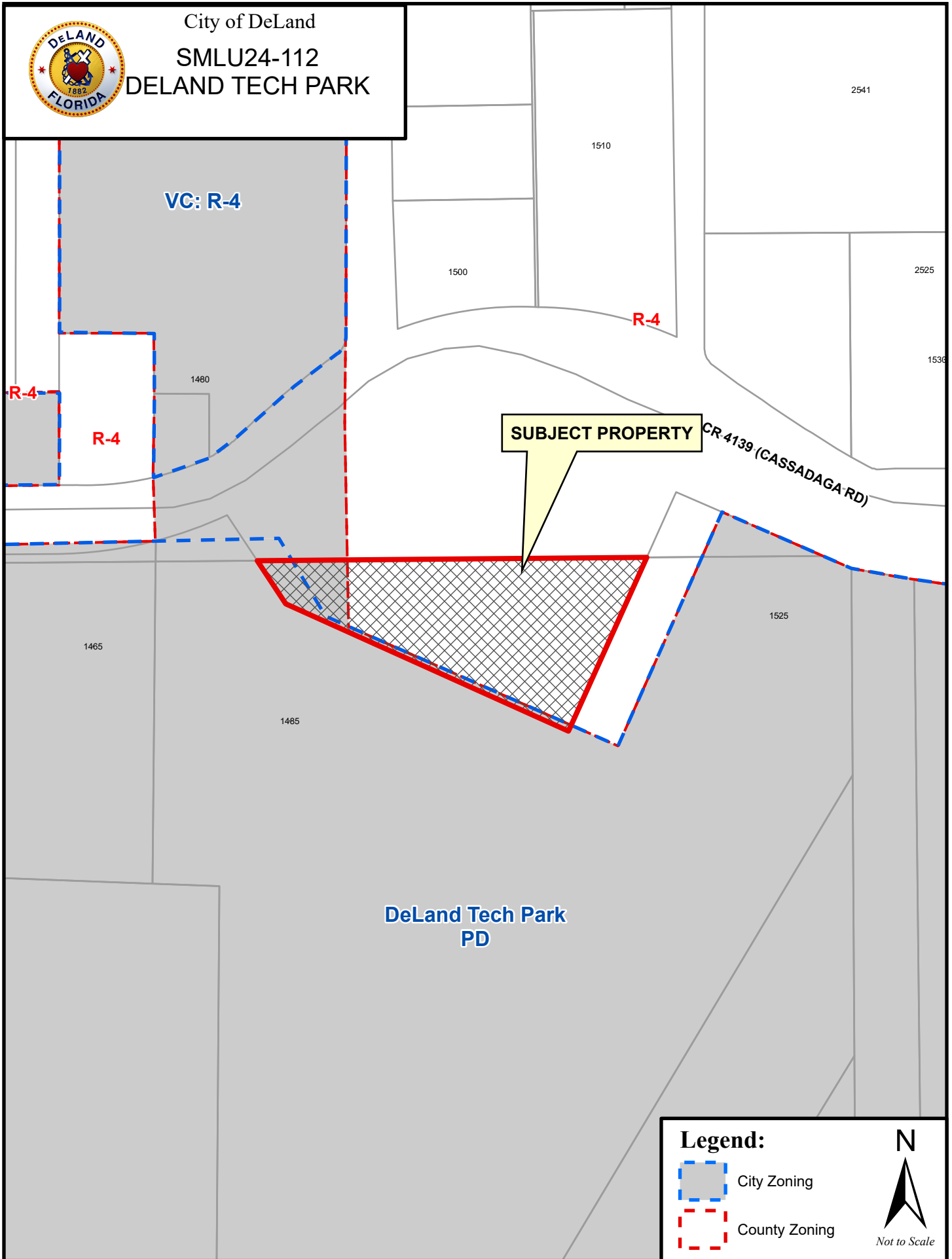
Legend:

-  City Zoning
-  County Zoning





City of DeLand
SMLU24-112
DELAND TECH PARK



Legend:

-  City Zoning
-  County Zoning



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

July 17, 2024

Continued from June 12, 2024

A. APPLICATION NO.: SMLU24-112

APPLICANT: Mark Watts, CobbCole

REQUEST: To amend the land use designation from Volusia County Urban Low Intensity (ULI) to City of DeLand Commerce (COM)

B. SITE FACTORS:

Location: Cassadaga Rd., west of I-4 and east of Dr. Martin Luther King Jr. Bltwy.
Parcel ID: 810600000072
Parcel Size: ± 0.987 acres
Land Use: VC: ULI
Existing Use: Vacant

	SURROUNDING USE:
North:	VC: ULI
South:	COM
East:	COM
West:	COM

C. REQUESTED ACTION & HISTORY:

A request is being made for the future land use designation to be amended for a parcel located on Cassadaga Rd., west of Interstate-4. The request is to change the future land use designation from Volusia County Urban Low Intensity (VC: ULI) to City of DeLand Commerce (COM). The parcel is wooded and undeveloped. The applicant intends on combining the 0.987 acres with the existing 143.24-acre development known as the Tech Park Planned Development. *Concurrent applications to annex and rezone the property (AN24-111) (Z24-081) were also submitted.*

D. CHRONOLOGY OF PAST EVENTS:

The request to amend the future land use designation consists of ± 0.987 acres of property owned by Longleaf Four, LLC. The subject property is adjacent to the Southwest Activity Center (SWAC) and shall comply with the policies identified within the Local Plan as Commerce (COM). The SWAC has trip allowances based on the uses and the district (Commerce/West Central/Community). According to the Local Plan, the maximum average daily trips in the Commerce district is 13,700; the West Central district allows for average daily trips of up to 19,600; and for the Community district, the maximum allowable average daily trips per day is 4,700 trips. This trip allowance was incorporated in the PD agreement that was approved by City Commission on October 3, 2022. With the incorporation of the 0.987-acre parcel, those trips are not being exceeded with the approval of the land use amendment.

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.* A Traffic Impact Analysis was reviewed with the application submittal and meet the standards set forth in the SWAC Local Plan and the DeLand Tech Park PD.
- 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 SWAC Local Plan, the intent of the Commerce (COM) land use designation is to, "provide for a mix of office and light industrial uses". The uses may include Industrial/Business Park, Office/Office Park ancillary supportive commercial uses.

The subject property is being incorporated into the Southwest Activity Center with the Commerce land use designation. The Commerce designation is one of three land uses permitted within the SWAC. The adjacent parcels are compatible with the Commerce designation, as they are also part of the SWAC, with land use designations being a mixture of Commerce, West Center and Community.

3. Future Land Use Map: The proposed change in the land use designation to Commerce (COM) 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, 8-17% 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* –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.
- 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 the DeLand Tech Park PD which is compatible with both the Southwest Activity Center's Local Plan and the Commerce land use designation. 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 Commerce (COM) which does not allow for residential uses.
14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**

- a. *Located in the Urban Core/Activity Center Overlay (Category 2) – “emphasizes an intensive mix of uses that are compatible with and include residential. These centers will become the major commercial areas”.* The site is located west of Interstate-4 and east of Dr. Martin Luther King Jr. Blvd and adjacent to other industrial uses to the south, east and west that are designated in the Local Plan as being Commerce (COM) or West Center (WCD). The COM and WCD designations allow uses such as light industrial, office or commercial uses. To the north is a 140-lot single-family residential subdivision known as Canopy Terrace which, according to the Local Plan, has a land use designation of Community (CMN), allowing for a mixture of residential and neighborhood retail uses.
- 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 subject property is within the Southwest Activity Center which has “the ultimate goal of developing a key employment area for the City of DeLand and the rest of southwest Volusia County”. The 0.987-acre parcel will be added into the Tech Park Planned Development which supports the uses outlined in the Local Plan, such as light industrial uses and retail/commercial uses.

- 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, COM (Commerce), is consistent with the surrounding area, and is not expected to create any land use incompatibilities.
- G. **STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation from VC: ULI (Volusia County Urban Low Intensity), to City of DeLand's COM (Commerce) 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.)

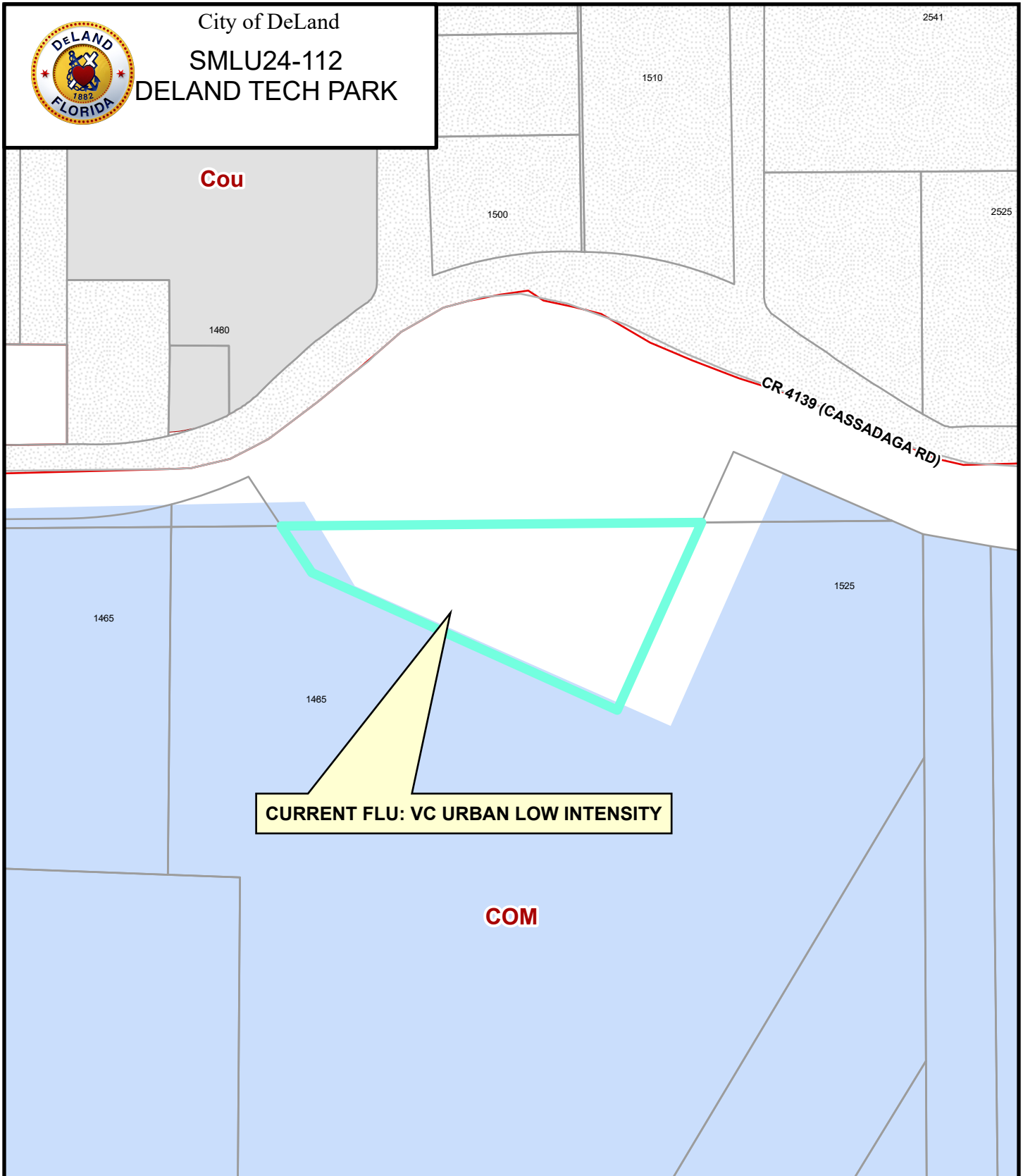
Development Variable	EXISTING Future Land Use	PROPOSED Future Land Use	Net Change
	<i>Theoretical Maximums</i>		
Permitted Density/Intensity	0.50 F.A.R.	60% impervious	N/A
Dwelling Units	4	N/A	-4
Non-residential Sq. Ft.	21,500 sq. ft.	25,800 sq. ft.	+4,300
1. Population	10	N/A	-10
2. Average Daily Trips	Residential: 203 ADT Industrial: N/A	Residential: N/A Industrial: 105 ADT	-203 +105
3. Sanitary Sewer (gallons/day)	Residential: 1,600 Industrial (other): N/A	Residential: N/A Industrial (other): 2,580	-1,600 +2,580
4. Potable Water (gallons/day)	Residential: 800 Industrial (other): N/A	Residential: N/A Industrial (other): 1,000	-800 +1,000
5. Solid Waste (pounds/day)	Residential: 13 lbs. Industrial (other): N/A	Residential: N/A Industrial (other): 83 lbs.	-13 lbs. +80 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
SMLU24-112
DELAND TECH PARK



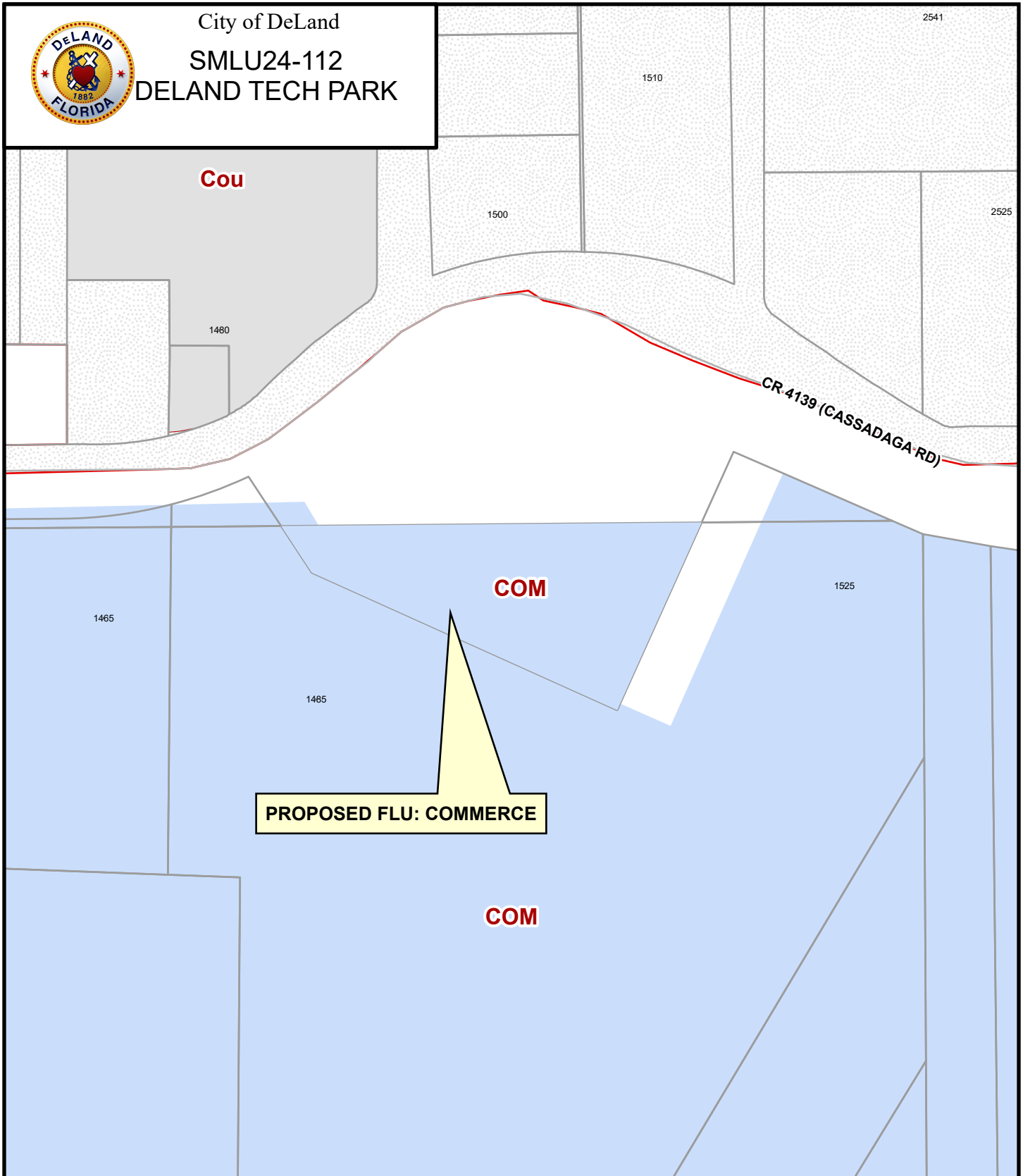
DeLand Future Land Use:

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





City of DeLand
SMLU24-112
DELAND TECH PARK



DeLand Future Land Use:

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



STATEMENT FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT REQUEST

PARCEL ID NO. 8106-00-00-0072

Longleaf Four, LLC is the owner of parcel 8106-00-00-0072. They recently acquired this parcel in a swap of land with Volusia County. Longleaf Four, LLC is looking to amend the land use designation on this parcel from County ULI to City Commerce to match the land use designations of the surrounding DeLand Tech Park project parcels.



Volusia Growth Management Commission

September 20, 2024

Carol Kuhn, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

**RE: VGMC Case #24-044 – City of DeLand
Small Scale Comprehensive Plan Amendment, SMLU-24-112
Certificate of Consistency**

Dear Ms. Kuhn,

VGMC Case No. 24-044 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case No. 24-044 is hereby deemed certified as consistent effective September 19, 2024 without the need for a public hearing.

The Volusia Growth Management Commission appreciates the efforts of the City of DeLand to further intergovernmental cooperation and coordination in Volusia County. If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

Debbie Connors

Debbie Connors
VGMC Chair



Volusia Growth Management Commission

September 20, 2024

Carol Kuhn, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

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Small Scale Comprehensive Plan Amendment, SMLU-24-112
Certificate of Consistency**

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Sincerely,

Debbie Connors

Debbie Connors
VGMC Chair

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Continuation of Second Reading of Ordinance No. 2024-43, First Amendment to the DeLand Tech Park Planned Development: Approximately 143.24 Acres of Property Located on the South Side of Cassadaga Road, West of Interstate 4, to Add 3.73 Acres of Property to Allow for off-site Tree Protection Areas. (DeLand Tech Park).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Z24-081 Added Parcels to the PD, ORD-2024-43, Exhibit A-Legal Description, Exhibit B-First Amendment to DeLand Tech Park PD Agreement, Attachment A-1 Legal Description, Exhibit B-Amended PD Plan, PD Agreement Redlined by City Attorney, Z24-081 Aerial, Z24-081 Zoning, Z24-081 Staff Report, Z24-081 Renderings, Tech Park PD Amendment Continuation Memo -2 (Nov. 18)

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

SUMMARY/HIGHLIGHT:

The applicant is requesting to amend the Planned Development Agreement for the DeLand Tech Park Planned Development, which was approved by the City Commission on October 3, 2022, originally consisting of 143.24 acres. The purpose of the amendment is to incorporate additional property into the existing Planned Development, update the expiration date of the Planned Development and to allow for off-site Tree Protection Area (TPA).

The amendment provides the option to utilize adjacent property for off-site Tree Protection Area through an easement dedicated to the City of DeLand. The easement agreement will ensure that the city has access to inspect the property. However, all maintenance will be the responsibility of the owner/owner's association. Additionally, the amended agreement requires that when the city determines that it is legally permissible to annex an offsite TPA into the DeLand Tech Park PD, the applicant shall submit an application to once again amend the PD agreement to formally include the offsite TPA within twelve (12) months from the date notice is provided to the city. At that point, once annexed into the city, the offsite TPA will be incorporated into the DeLand Tech Park PD, via an amendment to the PD agreement.

On August 14, 2024, the Planning Board recommended approval of the zoning amendment.

On August 19, 2024, the City Commission unanimously voted to approve the zoning amendment on first reading.

On October 21, 2024, the City Commission voted to continue the item to the meeting on November 4, 2024, per the applicant's request.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Per the Strategic Plan Focus Area: Regional High Value Job Creation, "...DeLand is part of an economic region and when the region benefits, DeLand benefits". Approving this PD amendment will support the creation of new jobs in the light industrial industry.

SUSTAINABILITY:

Strategic Focus Area: Preparing for the Future/Sustainability - The Strategic Plan recognizes that "...the city itself is dynamic and that extensive changes will occur in the region in the near and long term future". The subject property is located within the Southwest Activity Center (SWAC). One of the objectives of the SWAC is to, "...provide adequate and appropriate areas resulting in the mixture of urban land uses". The DeLand Tech

Park PD supports said objective, as it will provide for commercial, office and light industrial jobs while being located to varying residential uses, such as Canopy Terrace (single-family residential) to the north and Yardly (detached multi-family) to the west.

FISCAL IMPACT:

Once constructed, the DeLand Tech Park PD will positively impact the city's tax roll and increase funds for city services.

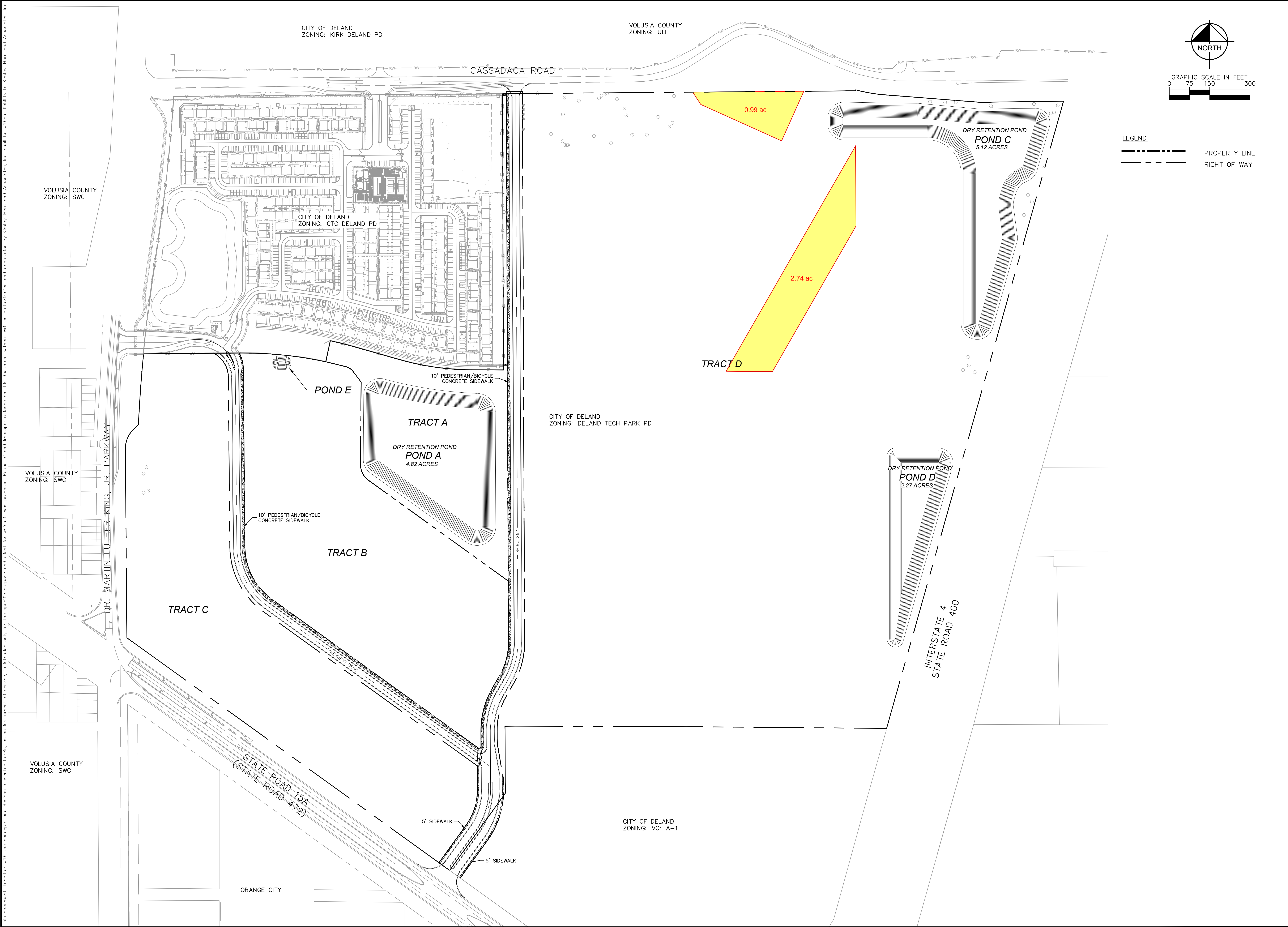
RECOMMENDATION:

It is recommended that the hearing be continued to the November 18, 2024, City Commission meeting.

BACKGROUND/DISCUSSION:

The subject property lies within the Southwest Activity Center (SWAC) and shall comply with the policies identified in the Local Plan. The DeLand Tech Park PD was originally approved on October 3, 2022 and includes a mixture of commercial and light industrial uses. All development shall comply with the land development regulations and development standards outlined in the PD agreement, to include a maximum impervious area of 60-70%, landscaping requirements that utilize Florida-Friendly plantings and LID - low impact development practices.

Plotted By: Ramirez, Joan Sheet Set: DELAND TECH PARK Layout: PG August 05, 2024 04:31:45pm K:\ORL_Civil\2418000-Deland Tech Park\CAADD\CONST\PlanSheets\C4.0-SITE.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



DELAND TECH PARK	CITY OF DELAND	FLORIDA	OVERALL SITE PLAN	KHA PROJECT 249418000	DATE 7/15/2024	SCALE AS SHOWN	DESIGNED BY ---	DRAWN BY ---	CHECKED BY ---	JEFFREY R. SWISHER, P.E. FLORIDA LICENSE NUMBER 60275	Kimley»Horn © 2024 KIMLEY-HORN AND ASSOCIATES, INC. 200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801 WWW.KIMLEY-HORN.COM CA-00000696	REVISIONS		BY	DATE
												No.			

ORDINANCE NO. 2024 - 43

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE DELAND TECH PARK PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED ON THE SOUTH SIDE OF CASSADAGA ROAD, WEST OF INTERSTATE 4; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN ORIGINALLY CONSISTING OF APPROXIMATELY 143.24 +/- 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, Esquire, on behalf of the owners, has filed for an amendment to the DeLand Tech Park Planned Development (PD) originally consisting of approximately 143.24 +/- acres of land located on the southside of Cassadaga Road, west of 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 DeLand Tech Park Planned Development was approved by the City Commission on October 3, 2022 (Ordinance No. 2022-30); and

WHEREAS, the applicant is proposing an amendment to the DeLand Tech Park PD to incorporate additional property into the existing PD, update the expiration date of the PD, and to allow for off-site Tree Protection Area; and

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

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

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

WHEREAS, the proposed development plan is consistent with the Commerce District/West Central District future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the amendment to the DeLand Tech Park, Planned Development (PD) Agreement originally consisting of approximately 143.24 +/- acres of land located on the southside of Cassadaga Road, west of 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 DeLand Tech Park PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation which were previously submitted for the DeLand Tech Park PD, Planned

Development District, as well as the documentation submitted along with the current application, all of which has been filed and will be retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

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

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

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

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

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

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

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

PASSED AND DULY ADOPTED this ____ day of _____, 2024.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 19, 2024
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

AMENDED LEGAL DESCRIPTION

LONGLEAF FOUR, LLC/DELAND TECH PARK

All that tract or parcel of land situate in Section 6, Township 18 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 6, thence proceed North 89°53'22" East, along said Northerly line, a distance of 312.84' to the Southwest corner of Section 36 of Township 17 South, Range 31 East; thence continue along said Northerly line, North 89°54'31" East, a distance of 1088.49'; thence departing said Northerly line, South 00°14'12" East, a distance of 1392.56' to the Southerly monumented Right of Way line of Cassadaga Road (County Road 4139) and the **Point of Beginning**; thence North 89°19'39" East, along said Southerly Right of Way line, a distance of 527.85' to the beginning of a curve concave to the Northwest, having a Radius of 300.00', a Central Angle of 25°44'19", a Chord Bearing of North 76°27'29" East, a Chord Distance of 133.64', and an Arc Length of 134.77' to a Point of Cusp of said curve; thence departing said curve, continue along said monumented Southerly Right of Way line, South 42°48'57" East, a distance of 117.98'; thence continue, South 65°48'52" East, a distance of 328.72'; thence continue, North 24°09'13" East, a distance of 279.20'; thence continue, South 72°13'09" East, a distance of 170.39' to the Point of Curvature of a curve concave to the Northeast, having a Radius of 763.41', a Central Angle of 12°48'53", a Chord Bearing of South 78°37'35" East, a Chord Distance of 170.39', and an Arc Length of 170.74' to the Point of Tangency; thence continue, South 85°02'02" East, a distance of 296.20'; thence continue North 89°17'02" East, a distance of 313.15' to the intersection of said monumented southerly Right of Way line of said Cassadaga Road and the Westerly Limited Access Right of Way line of Interstate 4 (State Road 400) as shown on Florida Department of Transportation Right of Way Map, Section 79110, Financial Project 242655-1; thence departing said Southerly Right of Way line, thence South 15°45'27" West, along said Westerly limited Access Right of Way line, a distance of 2,426.29' to the intersection of said Westerly Limited access Right of Way line and the Southerly line of the North one-half of Government Lot 7 of said Section 6; thence departing said Westerly Limited Access Right of Way line, North 89°30'27" West, along said southerly lines of said Government Lot 7 and Government Lot 6, a distance of 802.87' to the Southeast corner of Lot 19 of Yourlando Farms and Groves, according to the Map of Plat recorded in Map Book 10, Pages 227-228, Public Records of Volusia County, Florida; thence North 89°50'30" West, along the South lines of Lots 19 and 20 of said Plat, a distance of 617.69 feet to the Southwest corner of said Lot 20, also being the Northeast corner of Lot 27 of said Plat; thence South 00°14'50" East, along the Easterly line of Lot 27, a distance of 250.09' thence departing said Easterly line, South 35°50'28" West, a distance of 354.28' to the Northerly Right of Way line of State Road 472, as shown on said Florida Department of Transportation Right of Way Map, thence North 54°12'12" West, along said Northerly Right of Way line, a distance of 1,481.04' to the intersection of said Northerly Right of Way line, and the Easterly Right of Way line of Dr. Martin Luther King, Jr Beltway as shown on Volusia County, Florida Right of Way Map, Project 1113-3; thence departing said Northerly Right of Way line, North 00°27'52" West, along said Easterly Right of Way line, a distance of 703.97' to the Point of Curvature of a curve concave to the Southeast, having a Radius of 98.00', a Central Angle of 45°56'03', a Chord Bearing of North 22°30'10" East, a Chord Distance of 76.55' and an Arc length of 78.64' to the Point of Tangency; thence continue North 45°28'12" East, a distance of 26.79' to a Point of Cusp on a curve concave to the East, having a Radius of 5,629.58', a Central Angle of 02°41'25", a Chord Bearing of North 04°08'35" East, a Chord Distance of 264.31' and an Arc Length of 264.33'; thence departing said curve and said Easterly Right of Way, North 89°29'37" East, a distance of 361.47' to the Point of Curvature of a curve concave to the South, having a Radius of 1,440.00', a Central Angle of 12°42'11", a Chord Bearing of South 84°07'35" East, a Chord distance of 318.61', and an Arc Length of 319.26' to the end of said Curve; thence North 12°13'31" East, a distance of 80.00' to the beginning of a non-tangent curve concave to the Southwest, having a Radius of 1520.00', a Central Angle of 03°39'55", a Chord Bearing of South 75°56'32" East, a Chord Distance of 97.22', and an Arc Length of 97.24' to the end of said curve; thence South 74°06'34" East, a

distance of 169.10' to the Point of Curvature of a curve concave to the North, having a Radius of 1,000.00', a Central Angle of 15°36'56", a Chord Bearing of South 81°55'02" East, a Chord Distance of 271.70', and an Arc Length of 272.54 feet to the Point of Tangency being on Southerly line of said Government Lot 4; thence South 89°43'30" East, along said Southerly line, a distance of 118.80' to the Northwest corner of said Lot 17, also being the Southeast corner of said Government Lot 4; thence North 00°14'21" West, along the Easterly line of said Government Lot 4, a distance of 1,036.68' to the **Point of Beginning**.

Said tract or parcel contains **143.24 Acres**, More or Less.

TOGETHER WITH

That portion of the South 1/2 of the East 1/2 of Government Lot 3, Section 6, Township 18 South, Range 31 East, Volusia County, Florida, lying within 75 feet of the centerline of the Interstate 4 frontage Road as shown on the Volusia County Right of Way Maps, Project No.4 738-1, being more particularly described as follows:

Commencing at the Southwest Corner of Government Lot 4, Section 6, Township 18 South, Range 31 East, Volusia County, Florida, being a 4" x 4" Concrete Monument stamped "VOL. CO. N/W GOV. LOT 5"; run thence South 89°42'30" East, along the. South line of said Government Lot 4, and the South Line of aforesaid Government Lot 3, a distance of 2336.77 feet to a point on the Centerline of the Interstate 4 Frontage Road at Station 122+68.96, and the POINT OF BEGINNING; thence North 89°42'30" West, along said South Line of Government Lot 3, a distance of 86.25 to a point on the Westerly Right of Way line of the Interstate 4 Frontage Road; thence North 29°52'47" East, along said Right of Way line, a distance of 967.86 feet to a point on the East Line of aforesaid Government Lot 3; thence South 00°16'04" East, along said East line, a distance of 149.33 feet to a point on the aforesaid centerline at Station 130+65.10; thence continue South 00°16'04" East, along said East line, a distance of 149.33 feet to a point on the Easterly Right of Way line of the Interstate 4 Frontage Road; thence South 29°52'47" West, along said Right of Way line, a distance of 624.42 feet to a point on the South line of aforesaid Government Lot 3; thence North 89°42'30" West, along said South line, a distance of 86.25 feet to the POINT OF BEGINNING;

The Property Appraiser's Parcel Identification Number of the Property is: 8106-00-00-0071

The above-described parcel contains **2.74 Acres**, More or Less.

TOGETHER WITH

LEGAL DESCRIPTION (POND PARCEL TO LONGLEAF FOUR, LLC):

A PORTION OF THE SOUTH ½ OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE CANOPY TERRACE SUBDIVISION AS RECORDED IN MAP BOOK 63, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 3; THENCE RUNS 00°14'47" E {S 00°14'44" E, PLAT), ALONG THE EAST LINE OF SAID CANOPY TERRACE SUBDIVISION AND THE WEST LINE OF SAID GOVERNMENT LOT), A DISTANCE OF 1300.54 FEET {1300.63', PLAT) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3779, PAGE 3818 OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE, S 00°14'47" E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 100.00 FEET TO ITS INTERSECT/ON SOUTH RIGHT-OF-WAY LINE OF SAID CASSADAGA ROAD; THENCE, DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 3, RUN N 89°31'01" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-

WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3779, PAGE 3818, A DISTANCE OF 707.66 FEET TO ITS INTERSECT/ON WITH THE WESTERLY BOUNDARY LINE OF THOSE LANDS DEEDED TO THE COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING: THENCE CONTINUE N 89°31'01" E, A DISTANCE OF 414.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE AFORESAID LANDS DEEDED TO COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423; THENCE, DEPARTING THE SAID EASTERLY EXTENSION, RUN ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 THE FOLLOWING THREE (3) COURSES, S 24°14'52" W {S 24°02'55" W, DEED), A DISTANCE OF 202.81 FEET; THENCE N 65°45'10" W (N 65°56'05" W, DEED), A DISTANCE OF 330.00 FEET; THENCE N 33°27'08" W, {N 33°38'05" W, DEED), A DISTANCE OF 55.02 FEET TO ITS INTERSECTION WITH THE AFORESAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 43,031 SQUARE FEET **(0.99 ACRES)** MORE OR LESS.

TOTAL ACREAGE: 146.97 acres, more or less

FIRST AMENDMENT TO DELAND TECH PARK
PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Planned Development Agreement (the "First Amendment") is made this ____ day of _____, 2024, between the **CITY OF DELAND**, a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, and **LONGLEAF FOUR, LLC**, a limited liability company, whose mailing address is 320 N. Meridian St., Ste 700, Indianapolis, IN 46204 (hereafter, "Applicant").

WHEREAS, the City and Applicant previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about **Month XX, 2024**, and recorded in Official Records Book **XXXX, Page XXXX** of the Public Records of Volusia County, Florida in connection with the rezoning of ± 143.24 acres known as the "DeLand Tech Park PD"; and

WHEREAS, the Applicant wishes to amend the DeLand Tech Park PD to incorporate an additional + 3.73 acres of property, more specifically described in Exhibit "A-1", for a total of ± 146.97 acres of property, and to revise the reverter provision; and

WHEREAS, the application to amend the DeLand Tech Park PD was duly and properly filed with the City on April 10, 2024, and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, public hearings on this First Amendment to the DeLand Tech Park Planned Development Agreement were held by the City of DeLand's Planning Board on August 14, 2024, and the City Commission on August 19, 2024, and **Month XX, XXXX**, after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

WHEREAS, the owners of the properties: Longleaf Four, LLC, Stonekirk Ventures, LLC, J. Scott Kirk, and W.L. Kirk, Jr., are in agreement with the provisions of this Amendment.

NOW THEREFORE, the City and Applicant acknowledge and agree that the DeLand Tech Park PD is hereby amended to reflect the following changes, revisions and amendments to the DeLand Tech Park Planned Development Agreement and amended Planned Development Plan:

1. Exhibit A-1 is added to the Development Agreement as an addendum to Exhibit A – Legal Description to incorporate the additional 3.73 acres of property into the PD.

See attached Exhibit “A-1”

2. Exhibit B is amended to replace the existing Planned Development Plan of the Development Agreement to incorporate additional acreage.

See attached Exhibit “B”.

3. Subparagraph F(2)(g) is added as follows:

- f. Option for Off-site TPA. At the Applicant’s option, TPA areas shown on the Planned Development Plan may be replaced, in whole or in part, through the dedication of one or more areas of land located within the City’s incorporated area and adjacent to the Property (including across any public right of way) as TPA (“Offsite TPA”). If Offsite TPA is provided, the Applicant shall provide an easement dedicating the Offsite TPA area to the City in a form acceptable to the City Attorney during subdivision or final site plan review. [The Offsite TPA easement shall provide the City with the right to access and inspect the Offsite TPA area, but shall not obligate the City to perform any ongoing maintenance in the Offsite TPA area.](#) Offsite TPA area dedicated in accordance with this section may also count toward the required open space for the development of the Property. [When the City determines that it is legally permissible to annex](#)

an offsite TPA area in the DeLand Tech Park PD, the Applicant shall submit an application to amend the DeLand Tech Park PD to formally include the Offsite TPA within twelve (12) months from the date notice is provided by the City.

4. Paragraph L – Reverter Provision is amended to replace the paragraph in its entirety with the Expiration condition as follows (changes shown in ~~strike through~~/underline format):

~~L. Reverter Provision: The City Commission may rezone any portion of the project which has not secured a final development order on or before 7 years from the effective date of this ordinance as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare, unless the City Commission, for good cause shown, shall extend the time period indicated in this paragraph.~~

L. Expiration: The terms of this Development Agreement shall be vested upon issuance of a final plat development order for the development issued within five (5) years from the effective date of the ordinance which adopts the Planned Development Plan unless the City Commission, for good cause shown, extends the time period indicated in this paragraph. If not vested by said date, the Planned Development Plan shall expire and will be of no further force or effect and no development shall occur on the subject property until it is rezoned. The City Commission may rezone the subject property as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare if the Planned Development Plan expires.

IN WITNESS WHEREOF, the City and the Applicant have caused this First Amendment to the DeLand Tech Park Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

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 _____ (mo/yr), 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 No.: _____

My Commission Expires: _____

WITNESSES

LONGLEAF FOUR, LLC

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: Harry F McNaught

Title: Manager

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by Harry F. McNaught, as Manager of **LONGLEAF FOUR, LLC**, who is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES

STONEKIRK VENTURES, LLC

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Title: _____

Date: _____

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 _____ for and on behalf of **STONEKIRK VENTURES, LLC**, who is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES

W. L. Kirk Jr. Trustees and J. Scott Kirk

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Title: _____

Date: _____

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
_____, who is personally known to me or has produced _____
as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES

W. L. Kirk, Jr.

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Title: _____

Date: _____

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
_____, who is personally known to me or has produced _____
as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

Attachment A-1
Addendum to Legal Description

Exhibit B
Amended PD Plan

AMENDED LEGAL DESCRIPTION

LONGLEAF FOUR, LLC/DELAND TECH PARK

All that tract or parcel of land situate in Section 6, Township 18 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 6, thence proceed North 89°53'22" East, along said Northerly line, a distance of 312.84' to the Southwest corner of Section 36 of Township 17 South, Range 31 East; thence continue along said Northerly line, North 89°54'31" East, a distance of 1088.49'; thence departing said Northerly line, South 00°14'12" East, a distance of 1392.56' to the Southerly monumented Right of Way line of Cassadaga Road (County Road 4139) and the **Point of Beginning**; thence North 89°19'39" East, along said Southerly Right of Way line, a distance of 527.85' to the beginning of a curve concave to the Northwest, having a Radius of 300.00', a Central Angle of 25°44'19", a Chord Bearing of North 76°27'29" East, a Chord Distance of 133.64', and an Arc Length of 134.77' to a Point of Cusp of said curve; thence departing said curve, continue along said monumented Southerly Right of Way line, South 42°48'57" East, a distance of 117.98'; thence continue, South 65°48'52" East, a distance of 328.72'; thence continue, North 24°09'13" East, a distance of 279.20'; thence continue, South 72°13'09" East, a distance of 170.39' to the Point of Curvature of a curve concave to the Northeast, having a Radius of 763.41', a Central Angle of 12°48'53", a Chord Bearing of South 78°37'35" East, a Chord Distance of 170.39', and an Arc Length of 170.74' to the Point of Tangency; thence continue, South 85°02'02" East, a distance of 296.20'; thence continue North 89°17'02" East, a distance of 313.15' to the intersection of said monumented southerly Right of Way line of said Cassadaga Road and the Westerly Limited Access Right of Way line of Interstate 4 (State Road 400) as shown on Florida Department of Transportation Right of Way Map, Section 79110, Financial Project 242655-1; thence departing said Southerly Right of Way line, thence South 15°45'27" West, along said Westerly limited Access Right of Way line, a distance of 2,426.29' to the intersection of said Westerly Limited access Right of Way line and the Southerly line of the North one-half of Government Lot 7 of said Section 6; thence departing said Westerly Limited Access Right of Way line, North 89°30'27" West, along said southerly lines of said Government Lot 7 and Government Lot 6, a distance of 802.87' to the Southeast corner of Lot 19 of Yourlando Farms and Groves, according to the Map of Plat recorded in Map Book 10, Pages 227-228, Public Records of Volusia County, Florida; thence North 89°50'30" West, along the South lines of Lots 19 and 20 of said Plat, a distance of 617.69 feet to the Southwest corner of said Lot 20, also being the Northeast corner of Lot 27 of said Plat; thence South 00°14'50" East, along the Easterly line of Lot 27, a distance of 250.09' thence departing said Easterly line, South 35°50'28" West, a distance of 354.28' to the Northerly Right of Way line of State Road 472, as shown on said Florida Department of Transportation Right of Way Map, thence North 54°12'12" West, along said Northerly Right of Way line, a distance of 1,481.04' to the intersection of said Northerly Right of Way line, and the Easterly Right of Way line of Dr. Martin Luther King, Jr Beltway as shown on Volusia County, Florida Right of Way Map, Project 1113-3; thence departing said Northerly Right of Way line, North 00°27'52" West, along said Easterly Right of Way line, a distance of 703.97' to the Point of Curvature of a curve concave to the Southeast, having a Radius of 98.00', a Central Angle of 45°56'03", a Chord Bearing of North 22°30'10" East, a Chord Distance of 76.55' and an Arc length of 78.64' to the Point of Tangency; thence continue North 45°28'12" East, a distance of 26.79' to a Point of Cusp on a curve concave to the East, having a Radius of 5,629.58', a Central Angle of 02°41'25", a Chord Bearing of North 04°08'35" East, a Chord Distance of 264.31' and an Arc Length of 264.33'; thence departing said curve and said Easterly Right of Way, North 89°29'37" East, a distance of 361.47' to the Point of Curvature of a curve concave to the South, having a Radius of 1,440.00', a Central Angle of 12°42'11", a Chord Bearing of South 84°07'35" East, a Chord distance of 318.61', and an Arc Length of 319.26' to the end of said Curve; thence North 12°13'31" East, a distance of 80.00' to the beginning of a non-tangent curve concave to the Southwest, having a Radius of 1520.00', a Central Angle of 03°39'55", a Chord Bearing of South 75°56'32" East, a Chord Distance of 97.22', and an Arc Length of 97.24' to the end of said curve; thence South 74°06'34" East, a distance of 169.10' to the Point of Curvature of a curve concave to the North, having a Radius of 1,000.00', a Central Angle of 15°36'56", a Chord Bearing of South 81°55'02" East, a Chord Distance of 271.70', and an Arc Length of 272.54 feet to the Point of Tangency being on Southerly line of said Government Lot 4;

thence South 89°43'30" East, along said Southerly line, a distance of 118.80' to the Northwest corner of said Lot 17, also being the Southeast corner of said Government Lot 4; thence North 00°14'21" West, along the Easterly line of said Government Lot 4, a distance of 1,036.68' to the **Point of Beginning**.

Said tract or parcel contains **143.24 Acres**, More or Less.

TOGETHER WITH

That portion of the South 1/2 of the East 1/2 of Government Lot 3, Section 6, Township 18 South, Range 31 East, Volusia County, Florida, lying within 75 feet of the centerline of the Interstate 4 frontage Road as shown on the Volusia County Right of Way Maps, Project No.4 738-1, being more particularly described as follows:

Commencing at the Southwest Corner of Government Lot 4, Section 6, Township 18 South, Range 31 East, Volusia County, Florida, being a 4" x 4" Concrete Monument stamped "VOL. CO. N/W GOV. LOT 5"; run thence South 89°42'30" East, along the South line of said Government Lot 4, and the South Line of aforesaid Government Lot 3, a distance of 2336.77 feet to a point on the Centerline of the Interstate 4 Frontage Road at Station 122+68.96, and the POINT OF BEGINNING; thence North 89°42'30" West, along said South Line of Government Lot 3, a distance of 86.25 to a point on the Westerly Right of Way line of the Interstate 4 Frontage Road; thence North 29°52'47" East, along said Right of Way line, a distance of 967.86 feet to a point on the East Line of aforesaid Government Lot 3; thence South 00°16'04" East, along said East line, a distance of 149.33 feet to a point on the aforesaid centerline at Station 130+65.10; thence continue South 00°16'04" East, along said East line, a distance of 149.33 feet to a point on the Easterly Right of Way line of the Interstate 4 Frontage Road; thence South 29°52'47" West, along said Right of Way line, a distance of 624.42 feet to a point on the South line of aforesaid Government Lot 3; thence North 89°42'30" West, along said South line, a distance of 86.25 feet to the POINT OF BEGINNING;

The Property Appraiser's Parcel Identification Number of the Property is: 8106-00-00-0071

The above-described parcel contains **2.74 Acres**, More or Less.

TOGETHER WITH

LEGAL DESCRIPTION (POND PARCEL TO LONGLEAF FOUR, LLC):

A PORTION OF THE SOUTH ½ OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE CANOPY TERRACE SUBDIVISION AS RECORDED IN MAP BOOK 63, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 3; THENCE RUNS 00°14'47" E {S 00°14'44" E, PLAT), ALONG THE EAST LINE OF SAID CANOPY TERRACE SUBDIVISION AND THE WEST LINE OF SAID GOVERNMENT LOT), A DISTANCE OF 1300.54 FEET {1300.63', PLAT) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3779, PAGE 3818 OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE, S 00°14'47" E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 100.00 FEET TO ITS INTERSECT/ON SOUTH RIGHT-OF-WAY LINE OF SAID CASSADAGA ROAD; THENCE, DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 3, RUN N 89°31'01" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3779, PAGE 3818, A DISTANCE OF 707.66 FEET TO ITS INTERSECT/ON WITH THE WESTERLY BOUNDARY LINE OF THOSE LANDS DEEDED TO THE COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 OF THE AFORESAID

PUBLIC RECORDS AND THE POINT OF BEGINNING: THENCE CONTINUE N 89°31'01" E, A DISTANCE OF 414.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE AFORESAID LANDS DEEDED TO COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423; THENCE, DEPARTING THE SAID EASTERLY EXTENSION, RUN ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 THE FOLLOWING THREE (3) COURSES, S 24°14'52" W {S 24°02'55" W, DEED), A DISTANCE OF 202.81 FEET; THENCE N 65°45'10" W (N 65°56'05" W, DEED), A DISTANCE OF 330.00 FEET; THENCE N 33°27'08" W, {N 33°38'05" W, DEED), A DISTANCE OF 55.02 FEET TO ITS INTERSECTION WITH THE AFORESAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 43,031 SQUARE FEET **(0.99 ACRES)** MORE OR LESS.

TOTAL ACREAGE: 146.97 acres, more or less

FIRST AMENDMENT TO DELAND TECH PARK
PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Planned Development Agreement (the "First Amendment") is made this ____ day of _____, 2024, between the **CITY OF DELAND**, a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, and **LONGLEAF FOUR, LLC**, a limited liability company, whose mailing address is 320 N. Meridian St., Ste 700, Indianapolis, IN 46204 (hereafter, "Applicant").

WHEREAS, the City and Applicant previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about **Month XX, 2024**, and recorded in Official Records Book **XXXX, Page XXXX** of the Public Records of Volusia County, Florida in connection with the rezoning of ± 143.24 acres known as the "DeLand Tech Park PD"; and

WHEREAS, the Applicant wishes to amend the DeLand Tech Park PD to incorporate an additional + 3.73 acres of property, more specifically described in Exhibit "A-1", for a total of ± 146.97 acres of property, and to revise the reverter provision; and

WHEREAS, the Applicant desires to amend the PD Agreement to provide for expiration language which is consistent with the City's standard form of expiration language currently used by the City in planned unit development agreements; and

WHEREAS, the Applicant desires to amend the PD Agreement to provide for the ability to use off-site property as tree preservation and open space areas as required by the PD Agreement;

WHEREAS, the City is amenable to allowing off-site tree preservation and open space areas in this situation only because the off-site area at which it may be permitted is adjacent to the development area and separated only by a road and because it cannot be annexed into the City and

made a part of the zoning implemented through the PD Agreement because such annexation would create an enclave in violation of law; and

WHEREAS, the application to amend the DeLand Tech Park PD was duly and properly filed with the City on April 10, 2024, and the application was reviewed by the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, public hearings on this First Amendment to the DeLand Tech Park Planned Development Agreement were held by the City of DeLand's Planning Board on August 14, 2024, and the City Commission on August 19, 2024, and **Month XX, XXXX**, after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

WHEREAS, the owners of the properties: Longleaf Four, LLC, Stonekirk Ventures, LLC, J. Scott Kirk, and W.L. Kirk, Jr., are in agreement with the provisions of this Amendment.

NOW THEREFORE, the City and Applicant acknowledge and agree that the DeLand Tech Park PD is hereby amended to reflect the following changes, revisions and amendments to the DeLand Tech Park Planned Development Agreement and amended Planned Development Plan:

1. Exhibit A-1 is added to the Development Agreement as an addendum to Exhibit A – Legal Description to incorporate the additional 3.73 acres of property into the PD.

See attached Exhibit "A-1"

2. Exhibit B is amended to replace the existing Planned Development Plan of the Development Agreement to incorporate additional acreage.

See attached Exhibit "B".

3. Subparagraph F(2)(g) is added as follows:

f. Option for Off-site TPA. At the Applicant's option, TPA areas shown on the Planned Development Plan may be replaced, in whole or in part, through the dedication of one or more areas of land located within the City's incorporated area and adjacent to the Property (including across any public right of way) as TPA ("Offsite TPA"). If Offsite TPA is provided, the Applicant shall provide an easement dedicating the Offsite TPA area to the City in a form acceptable to the City Attorney during subdivision or final site plan review. The Offsite TPA easement shall provide the City with the right to access and inspect the Offsite TPA area, but shall not obligate the City to perform any ongoing maintenance in the Offsite TPA area. Offsite TPA area dedicated in accordance with this section may also count toward the required open space for the development of the Property. As a condition of allowing the Applicant to dedicate an Offsite TPA, the Applicant, for itself and for its successors and assigns, must execute a document whereby it irrevocably consents to the annexation of any offsite TPA at such time when the area may be legally annexed in accordance with law. No Offsite TPA area may be dedicated which may be legally annexed into the City of DeLand without first annexing the area. When the City determines that it is legally permissible to annex an offsite TPA area in the DeLand Tech Park PD, the Applicant shall submit an application to amend the DeLand Tech Park PD to formally include the Offsite TPA within twelve (12) months from the date notice is provided by the City.

4. Paragraph L – Reverter Provision is amended to replace the paragraph in its entirety with the Expiration condition as follows (changes shown in ~~strikethrough~~/underline format):

L. Reverter Provision: ~~The City Commission may rezone any portion of the project which has not secured a final development order on or before 7 years from the effective date of this ordinance as may be necessary or appropriate to protect adjoining properties or the public health,~~

safety and welfare, unless the City Commission, for good cause shown, shall extend the time period indicated in this paragraph.

L. Expiration: The terms of this Development Agreement shall be vested upon issuance of a final plat development order for the development issued within five (5) years from the effective date of the ordinance which adopts the Planned Development Plan unless the City Commission, for good cause shown, extends the time period indicated in this paragraph. If not vested by said date, the Planned Development Plan shall expire and will be of no further force or effect and no development shall occur on the subject property until it is rezoned. The City Commission may rezone the subject property as may be necessary or appropriate to protect adjoining properties or the public health, safety and welfare if the Planned Development Plan expires.

IN WITNESS WHEREOF, the City and the Applicant have caused this First Amendment to the DeLand Tech Park Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

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 _____ (mo/yr), 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 No.: _____

My Commission Expires: _____

WITNESSES

LONGLEAF FOUR, LLC

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: Harry F McNaught

Title: Manager

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by Harry F. McNaught, as Manager of **LONGLEAF FOUR, LLC**, who is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES

STONEKIRK VENTURES, LLC

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Title: _____

Date: _____

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 _____ for and on behalf of **STONEKIRK VENTURES, LLC**, who is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES

W. L. Kirk Jr. Trustees and J. Scott Kirk

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Title: _____

Date: _____

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
_____, who is personally known to me or has produced _____
as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES

W. L. Kirk, Jr.

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Title: _____

Date: _____

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
_____, who is personally known to me or has produced _____
as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

Attachment A-1
Addendum to Legal Description

EXHIBIT A

LEGAL DESCRIPTION (POND PARCEL TO LONGLEAF FOUR, LLC):

A PORTION OF THE SOUTH ¼ OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE CANOPY TERRACE SUBDIVISION AS RECORDED IN MAP BOOK 63, PAGES 139 THROUGH 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF AFORESAID GOVERNMENT LOT 3; THENCE RUN S 00°14'47" E (S 00°14'44" E, PLAT), ALONG THE EAST LINE OF SAID CANOPY TERRACE SUBDIVISION AND THE WEST LINE OF SAID GOVERNMENT LOT), A DISTANCE OF 1300.54 FEET (1300.63', PLAT) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3779, PAGE 3818 OF THE AFORESAID PUBLIC RECORDS; THENCE CONTINUE, S 00°14'47" E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 100.00 FEET TO ITS INTERSECTION SOUTH RIGHT-OF-WAY LINE OF SAID CASSADAGA ROAD; THENCE, DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 3, RUN N 89°31'01" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3779, PAGE 3818, A DISTANCE OF 707.66 FEET TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE OF THOSE LANDS DEEDED TO THE COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 OF THE AFORESAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE N 89°31'01" E, A DISTANCE OF 414.52 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THOSE AFORESAID LANDS DEEDED TO COUNTY OF VOLUSIA IN OFFICIAL RECORDS BOOK 5243, PAGE 4423; THENCE, DEPARTING THE SAID EASTERLY EXTENSION, RUN ALONG THE BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5243, PAGE 4423 THE FOLLOWING THREE (3) COURSES, S 24°14'52" W (S 24°02'55" W, DEED), A DISTANCE OF 202.81 FEET; THENCE N 65°45'10" W (N 65°56'05" W, DEED), A DISTANCE OF 330.00 FEET; THENCE N 33°27'08" W, (N 33°38'05" W, DEED), A DISTANCE OF 55.02 FEET TO ITS INTERSECTION WITH THE AFORESAID EASTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF CASSADAGA ROAD AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 43,031 SQUARE FEET MORE OR LESS.

SKETCH OF DESCRIPTION NOTES:

1. SKETCH OF DESCRIPTION ONLY.
2. BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF GOVERNMENT LOT 3, SECTION 6, TOWNSHIP 18 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AS BEING S 00°14'47" E (ASSUMED).
3. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
4. THE BOUNDARY INFORMATION SHOWN HEREON WAS ESTABLISHED USING THE INFORMATION FROM THE FOLLOWING.
 - A. O.R.B. 5243, PG. 4423 (REFERENCE TO O.R.B. 130, PG. 435) (VOLUSIA COUNTY PARCEL)
 - B. O.R.B. 3192, PG. 1149. (OWNERSHIP DEED), O.R.B. 7959, PG. 3833. (OWNERSHIP DEED), O.R.B. 8493, PG. 1088. (OWNERSHIP DEED), AND O.R.B. 3779, PG. 3818 (R/W DEED)
 - C. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 79110 (F.P. NO. 408463 1).
 - D. FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 7716-4018 .
 - E. VOLUSIA COUNTY R/W MAP FOR THE PROPOSED "I-4 FRONTAGE ROAD" (COUNTY PROJECT #4738).

That portion of the South 1/2 of the East 1/2 of Government Lot 3, Section 6, Township 18 South, Range 31 East, Volusia County, Florida, lying within 75 feet of the centerline of the Interstate 4 frontage Road as shown on the Volusia County Right of Way Maps, Project No.4 738-1, being more particularly described as follows:

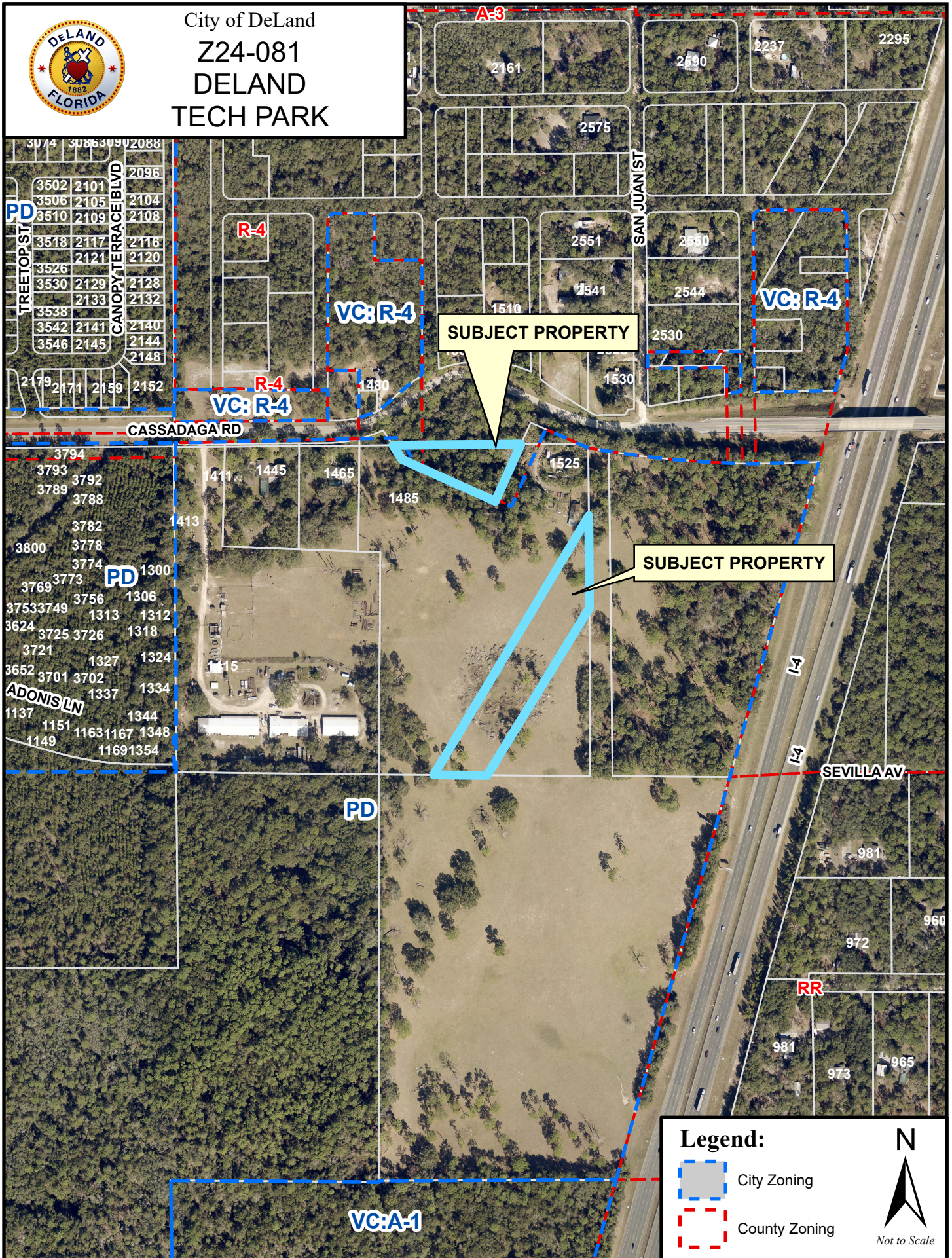
Commencing at the Southwest Corner of Government Lot 4, Section 6, Township 18 South, Range 31 East, Volusia County, Florida, being a 4" x 4" Concrete Monument stamped "VOL. CO. N/W GOV. LOT 5"; run thence South 89° 42' 30" East, along the South line of said Government Lot 4, and the South Line of aforesaid Government Lot 3, a distance of 2336.77 feet to a point on the Centerline of the Interstate 4 Frontage Road at Station 122+68.96, and the POINT OF BEGINNING; thence North 89° 42' 30" West, along said South Line of Government Lot 3, a distance of 86.25 feet to a point on the Westerly Right of Way line of the Interstate 4 Frontage Road; thence North 29° 52' 47" East, along said Right of Way line, a distance of 967.86 feet to a point on the East Line of aforesaid Government Lot 3; thence South 00° 16' 04" East, along said East line, a distance of 149.33 feet to a point on the aforesaid centerline at Station 130+65.10; thence continue South 00° 16' 04" East, along said East line, a distance of 149.33 feet to a point on the Easterly Right of Way line of the Interstate 4 Frontage Road; thence South 29° 52' 47" West, along said Right of Way line, a distance of 624.42 feet to a point on the South line of aforesaid Government Lot 3; thence North 89° 42' 30" West, along said South line, a distance of 86.25 feet to the POINT OF BEGINNING;

The Property Appraiser's Parcel Identification Number of the Property is: 8106-00-00-0071

Exhibit B
Amended PD Plan

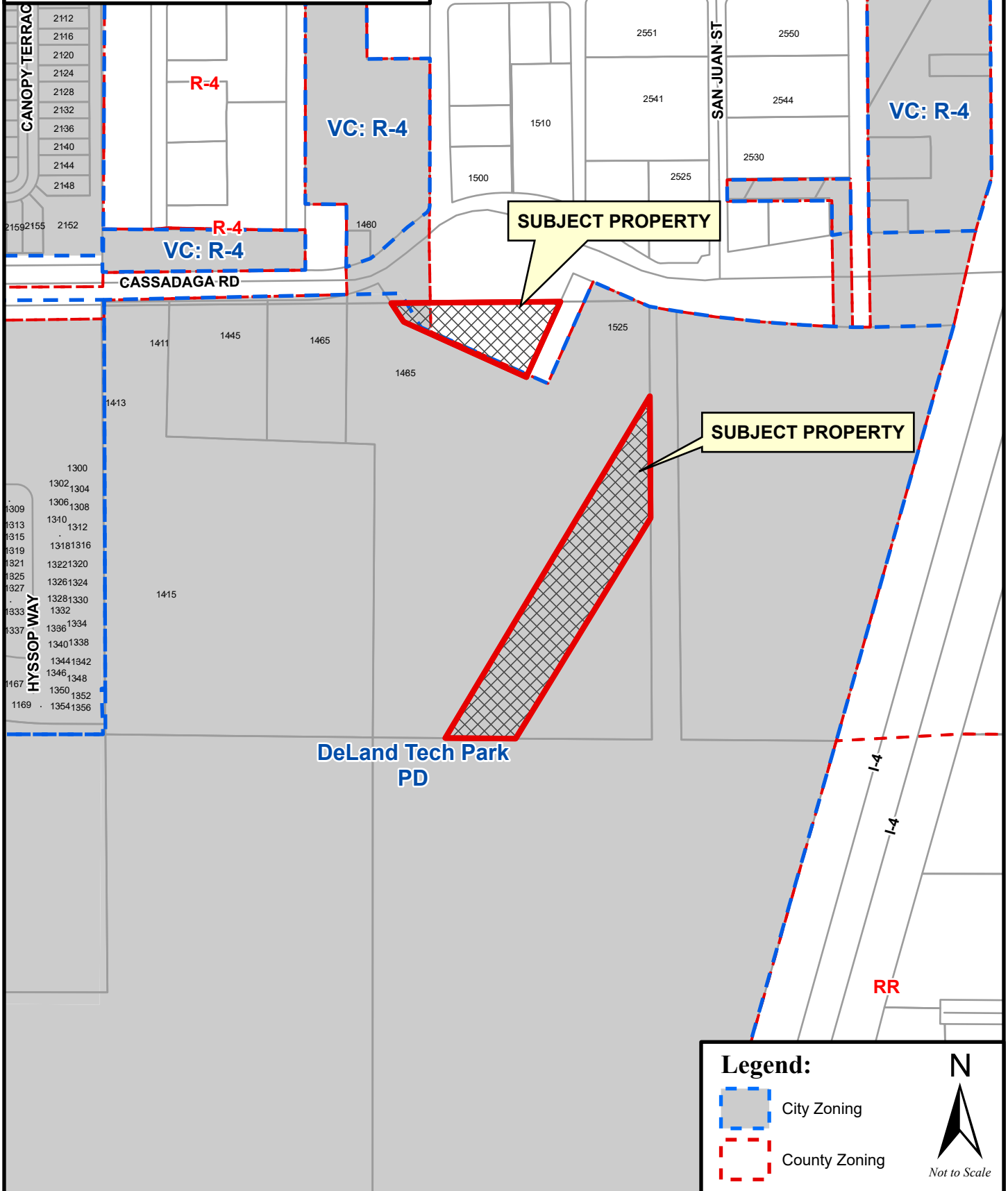


City of DeLand
Z24-081
DELAND
TECH PARK





City of DeLand
Z24-081
DELAND
TECH PARK



**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

August 14, 2024

Continued from July 17, 2024

APPLICATION NO.: Z24-081

APPLICANT: Mark Watts, CobbCole

REQUEST: Amend the existing zoning designation from Volusia County's R-4 (Urban Single-Family) and DeLand Tech Park Planned Development to First Amendment to DeLand Tech Park Planned Development

APPLICABLE REGULATIONS:

Article IV	OVERLAY AND FLOATING ZONES
	Sec. 33-32 – Planned Development District.
Article XII	ADMINISTRATION AND ENFORCEMENT
	Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location:	Northwest quadrant of SR 472 and Interstate 4
Parcel Size:	± 3.73 being added to original PD
Land Use:	Southwest Activity Center (Commerce District/West Central District)
Existing Zoning:	Volusia County R-4, Tech Park Planned Development
Existing Use:	Mostly undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: ULI; SWAC Community	Kirk DeLand PD (Canopy Terrace); R-4
South:	Orange City	Orange City
East:	VC: ULI	VC: RR
West:	VC: Unincorporated	VC: Unincorporated

B. ANALYSIS:

The applicant is requesting to amend the Planned Development Agreement for the DeLand Tech Park Planned Development, which was approved by the City Commission on October 3, 2022, originally consisting of 143.24 acres. The purpose of the amendment is to incorporate additional property into the existing Planned Development, update the expiration date of the Planned Development and to allow for off-site Tree Protection Area (TPA). The additional property will add 3.73 acres of property to DeLand Tech Park, with a grand total of 146.97 acres. Additionally, the amendment provides the option to utilize adjacent property for off-site Tree Protection Area through an easement dedicated to the City of DeLand. The easement agreement will ensure that the city has access to inspect the property, however, all maintenance will be the responsibility of the owner/owner's association.

Additionally, the amended agreement requires that when the city determines that it is legally permissible to annex an offsite TPA in the DeLand Tech Park PD, the applicant shall submit an application to once again amend the PD agreement to formally include the offsite TPA within twelve (12) months from the date notice is provided to the city. At that point, once annexed into the city, the offsite TPA will be incorporated into the DeLand Tech Park PD, via an amendment to the PD agreement.

The subject property lies within the Southwest Activity Center (SWAC) and shall comply with the policies identified within the Local Plan as “Commerce” and “West Central”. According to the vision of the SWAC, the ultimate goal is to develop a key employment area for the City of DeLand and the rest of southwest Volusia County. As described in the original Planned Development, the applicant seeks to develop the eastern side of the subject property as industrial space and the western side of the property as commercial/neighborhood retail.

None of the development standards from the original DeLand Tech Park Planned Development agreement are being changed and the developer will need to follow the requirements that were previously outlined in the original Planned Development Agreement such as maximum impervious area and all landscaping standards.

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 proposed zoning classification of Planned Development is consistent with the Comprehensive Land Use Plan and the existing Commerce/West Central District Future Land Use Designations.

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

The site is heavily wooded and the proposed development would reduce this tree coverage significantly. However, the Planned Development Agreement and associated plan ensures that tree preservation areas, buffering and other tree requirements meet the minimum standards of the Land Development Regulations. The proposed development should not have any other negative impacts on environmental or natural resources on the site or the surrounding area. The developer will be required to conduct an environmental study of the property prior to site plan approval.

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

The subject site is currently vacant. The proposed rezoning would allow for development of commercial and industrial uses, which would lead to additional jobs and tax revenue for the City.

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

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property.

The Southwest Activity Center (SWAC) has trip allowances based on the uses and the district (Commerce/West Central/Community). According to the SWAC plan, the maximum allowable trips for the Commerce district is 13,700 average daily trips; for the West Central District the allowable trips totals to 19,600 average daily trips; and for the Community district, the maximum allowable average daily trips per day is 4,700 trips.

In a Trip Comparison Memo provided by the applicant dated May 27, 2022, the three land use categories for the SWAC are compared. In this memo, trip data for upcoming projects within the SWAC are compared with the maximum trip threshold for the entirety of the SWAC, if fully developed. The comparison includes not only the DeLand Tech Park Planned Development, but it also includes data from the proposed DeLand CTC development, Canopy Terrace and a trip projection for the Advent Health parcel. The provided trip comparison demonstrates how the proposed DeLand Tech Park Planned Development will not cause the maximum number of trips allotted in the SWAC plan to be exceeded.

The applicant also submitted a Traffic Impact Analysis dated July 2023 which was reviewed by staff. The additional acreage being added as part of this amendment to DeLand Tech Park is not anticipated to have any affect on the original study.

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

There have not been any changes in the area surrounding DeLand Tech Park since its original approval in 2022.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

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

The proposed project will be developed for industrial, neighborhood commercial and retail uses, all of which will positively contribute to the jobs in the area. The proposed rezoning will not have an effect on the use or negatively affect the value of the area, as the proposed development is in line with the City's long-range plans.

Additionally, the development will provide a road connecting the north end of the development to the south end, lessening congestion on nearby thoroughfares.

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

Impacts upon public health, safety and welfare will generally be positive impacts, as the development will reduce traffic congestion from roads by providing alternate routes for drivers. The approval of the amendment should have no additional impacts, as the property being added into the Planned Development totals less than one acre.

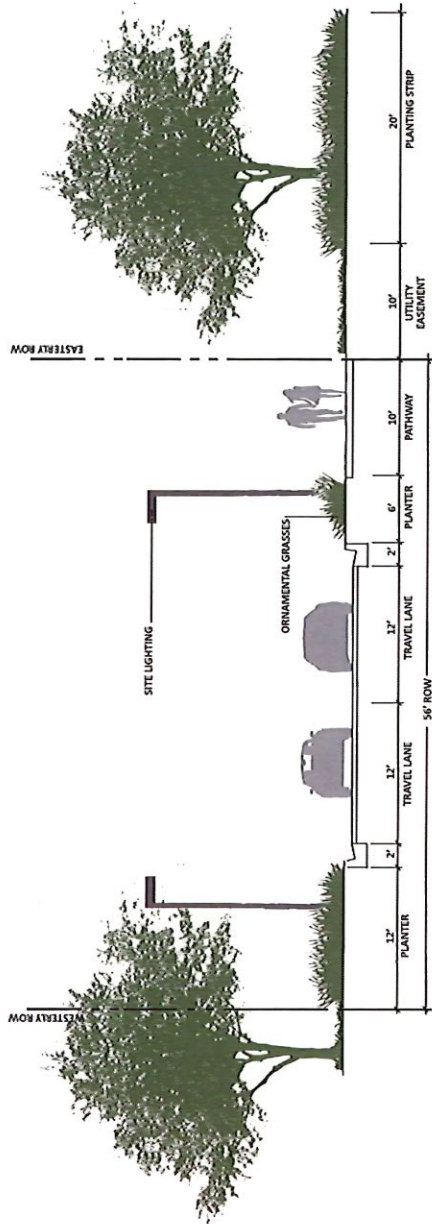
C. CONCLUSION:

The original Southwest Activity Center (SWAC) designation was designed for high intensity uses including office, commercial, industrial and recreational uses. With this application, the applicant is proposing a rezoning from Volusia County's R-4 to the First Amendment to DeLand Tech Park Planned Development in order to develop the subject property, to include the additional acreage, allow for off-site Tree Protection Area, and to modify the expiration date.

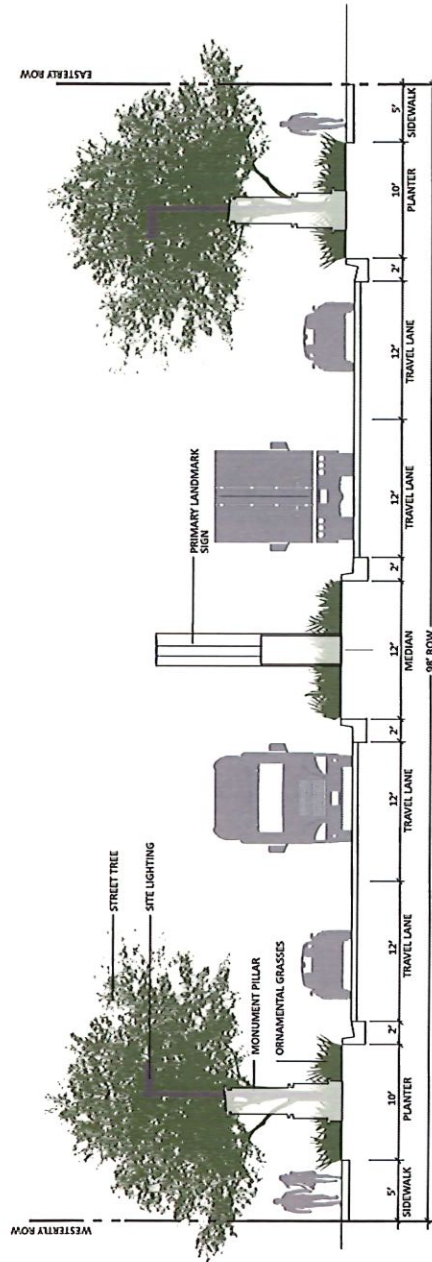
D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the requested amendment to City Commission recommending approval for the rezoning request.

TYPICAL ROADWAY CROSS-SECTIONS



PINEHURST DRIVE TYPICAL ROAD SECTION FROM KIRK DR TO EW CONNECTOR TO MLK BELTWAY (A)



KIRK DRIVE TYPICAL ROAD SECTION - SOUTH OF PINEHURST DRIVE TO SR 472 (B)

Diagram illustrating the proposed roadside vegetation buffer. The buffer area, labeled "PRESERVE EXISTING TREES AND VEGETATION", is shown adjacent to the "GRASS SHOULDER" and "CASSADAGA ROAD". The buffer width is indicated as 30'.

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TYPICAL SECTION FOR TREE PROTECTION AREA ALONG I-4 (B)

City of Deland, Florida

City of Decatur, Florida

Page	Date	Page
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City of Decatur, Florida

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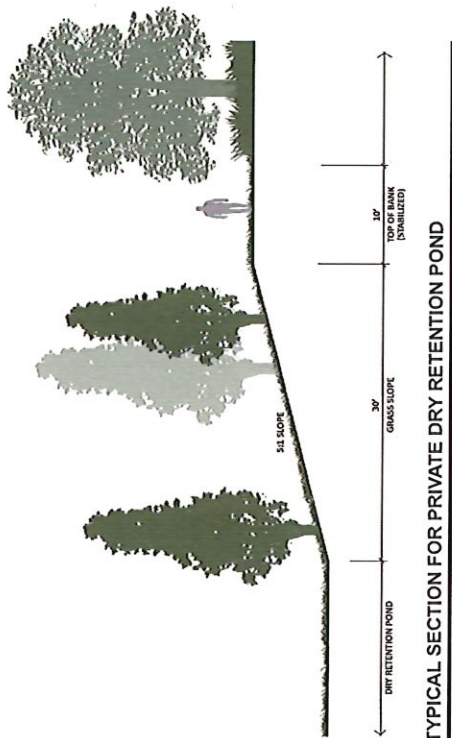
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1000 JOURNAL OF CLIMATE

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TYPICAL PRIVATE DRY RETENTION POND CROSS-SECTION



DeLand Tech Park PD

City of DeLand, Florida

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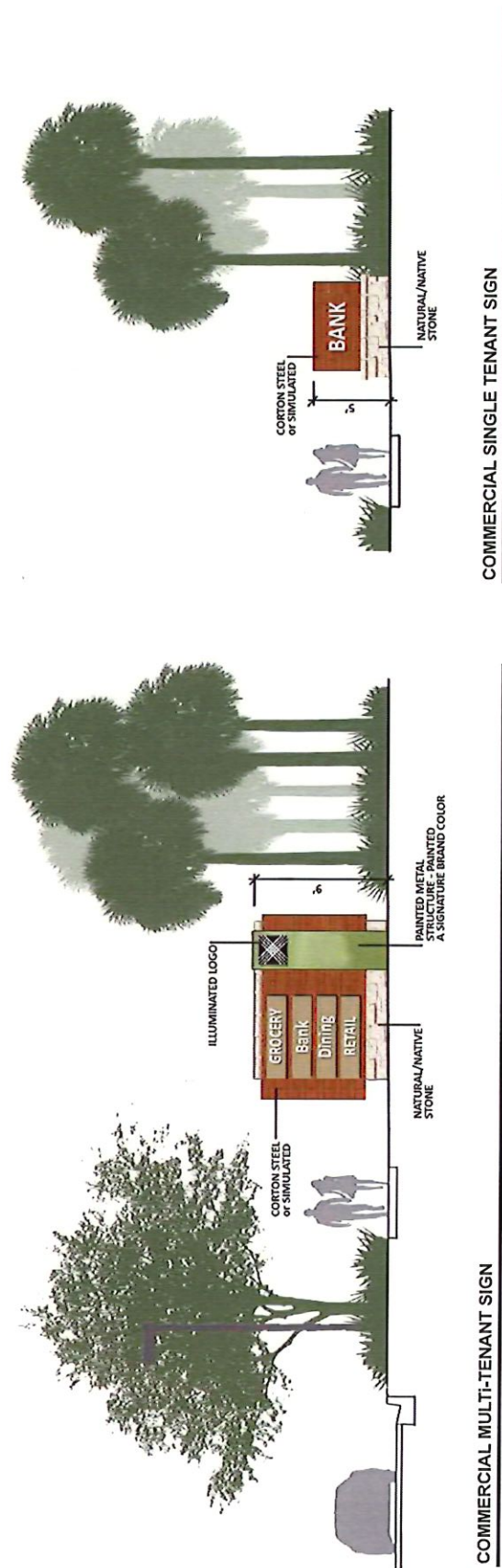
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**Typical Dry Retention Pond
Cross-Section**

L1.04
 Page 10

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CONCEPTUAL SIGN ELEVATIONS -- OPTION 1



DeLand Tech Park PD

City of DeLand, Florida

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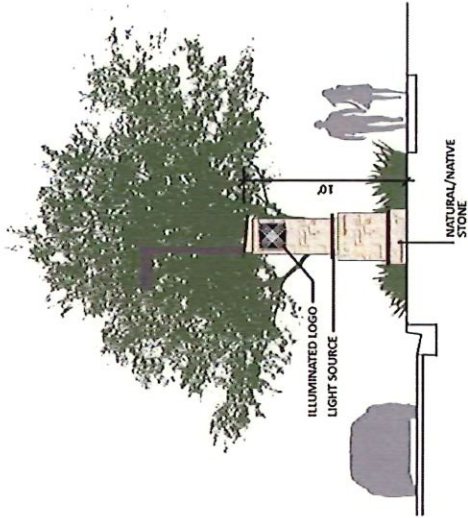
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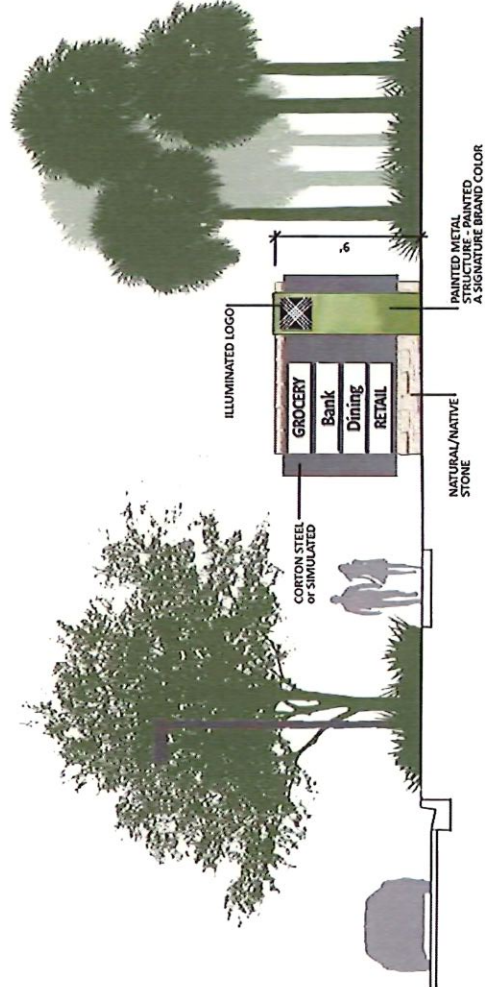
CONCEPTUAL SIGN ELEVATIONS -- OPTION 2



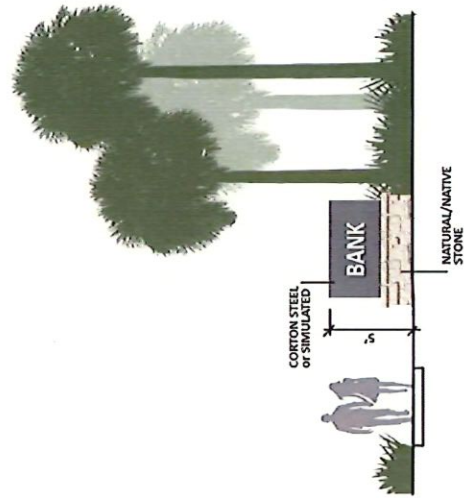
PRIMARY LANDMARK SIGN



MONUMENT PILLAR



COMMERCIAL MULTI-TENANT SIGN



COMMERCIAL SINGLE TENANT SIGN

DeLand Tech Park PD

City of DeLand, Florida

Project No. 2022-001

Project Name

Project Location

Project Date

Project Status

Project Owner

Project Manager

Project Designer

Project Engineer

Project Architect

Project Contractor

Project Subcontractor

Project Consultant

Project Advisor

Project Specialist

Project Coordinator

Project Assistant

Project Secretary

Project Receptionist

Project Cleaner

Project Janitor

Project Security Guard

Project Driver

Project Mail Carrier

Project Delivery Driver

Project Warehouse Worker

Project Factory Worker

Project Office Worker

Project Customer Service Representative

Project Sales Representative

Project Marketing Representative

Project Financial Representative

Project Legal Representative

Project Insurance Representative

Project Real Estate Representative

Project Construction Representative

Project Maintenance Representative

Project IT Representative

Project HR Representative

L1.06

DATE: Sept. 29, 2022

64054.00

A close-up photograph showing the intricate woven texture of a light brown or tan-colored basket. The weaving pattern consists of interlocking rectangular and diamond shapes, creating a complex, three-dimensional surface. The lighting highlights the ridges and valleys of the weave, emphasizing its tactile quality.

A photograph showing a close-up view of a bridge deck. A metal railing with vertical posts runs along the edge of the deck. In the background, a red brick wall is visible, and a concrete curb separates the deck from the wall. The image is oriented vertically, matching the page's layout.

STAMBED A SUBJ T AT CROSSJAI VS 8 INTERSECTIONS

A photograph of a golf course green with a sand trap, a small building, and trees in the background.



SECURITY FENCE - WEI DEN WIRE (INDUSTRIAL)

100

[illegible]

- **BICYCLE RACKS** - BICYCLE PARKING SHOULD BE LOCATED NEAR BUILDING ENTRANCES AND BE PROVIDED ON PAVED SURFACES AND CONFIGURED INTO THE LANDSCAPE WITH SUFFICIENT RACKS PROPORTIONAL TO WHAT IS REQUIRED BY THE CITY'S LAND DEVELOPMENT REGULATIONS.
- **SEATING** - BENCHES AT ENTRANCES AND NODES ARE TO HAVE RAISED BACK AND SEAT STYLES TO MEET THE ESTABLISHED CAMPUS STANDARD. SEAT WALLS MAY BE USED TO PROVIDE ADDITIONAL SEATING. COMPLEMENT BUILDING MATERIALS AND FINISHES.

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Hardscape and Site Furnishings

L1.09

Sent. 29. 2022
64054.00
Pro Agent's Signature

- LIGHTING**
- PRIMARY WALKWAYS ARE TO BE ILLUMINATED BY VISIBLE SOURCE LED LIGHT FIXTURES INSTALLED ON PEDESTRIAN POLES OR TOWERS. THE LIGHTING SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE ILLUMINANCE AND UNIFORMITY CRITERIA FOR PEDESTRIAN WALKWAYS. SPECIALTY LIGHTING SHOULD BE PROVIDED FOR BUILDING FACADES AND PLAZA ENTRY SPACE. EXTERIOR LIGHTING OF BUILDINGS COMPLEMENTS WALKWAY FIXTURES.



PEDESTRIAN LIGHT BOLLARD - MILLENIA



PEDESTRIAN LIGHTING - MILLENIA



SITE LIGHTING - MILLENIA FIXTURE



PEDESTRIAN LIGHT BOLLARD - SOLANA



PEDESTRIAN LIGHTING - SOLANA



SITE LIGHTING - SOLANA FIXTURE

SOLAR PANELS



- SOLAR PANELS**
- SOLAR PANELS USED TO OFFSET ENERGY COSTS
 - REDUCES CARBON FOOTPRINT AND IMPROVES PUBLIC HEALTH
 - RENEWABLE ENERGY ALSO IMPROVES PUBLIC HEALTH

DeLand Tech Park PD

City of DeLand, Florida

Project Name	DeLand Tech Park PD
Location	City of DeLand, Florida
Client	City of DeLand, Florida
Architect	City of DeLand, Florida
Engineer	City of DeLand, Florida
Contractor	City of DeLand, Florida
Start Date	March 21, 2022
End Date	March 21, 2022

Vertical Datum: NAVD 1988

Typical Light Fixtures

L1.10

DATE: Sept. 20, 2022 64054.00



FLORIDA NATIVE PLANT MATERIAL

WAX MYRTLE

SABAL PALM

SLASH PINE

SOUTHERN MAGNOLIA

STCAMORE

LIVE OAK

FIREBUSH

HOLLY FERN

RUSTY LYONIA

BLANKET FLOWER

COONZIE FERN

SAW PALMETTO

FAKAHATCHEE GRASS

MUHLY GRASS

CORDGRASS

WALTER VIBURNUM

YAUPOON HOLLY

WAX MYRTLE

DeLand Tech Park PD

[illegible]

- PLANTINGS
 - APPROPRIATELY SCALED TREE, SHRUB, AND HEDGE PLANTINGS ENHANCE THE USE AND MICROCLIMATE OF THE SITE. NATIVE PLANTS WITHIN NATURAL AREAS ARE PREFERRED.
 - HIGHEST PLANTING PRIORITY: PROVIDING ATTRACTIVE AND SUSTAINABLE PLANTINGS.
 - IN MORE FORMAL ENTRY AREAS, THE PLANTINGS SHOULD BE MIXED WITH COLORFUL, FLORIDA FRIENDLY, NON-INVASIVE SPECIES THAT ARE DROUGHT-TOLERANT AND HISTORICALLY ASSOCIATED WITH A COLONIAL OR ORNAMENTAL TREES AND PALMS IN A SIMPLE GROUNDCOVER, MULCHED OR NATIVE LANDSCAPE.
 - "TERRACE" MAKES UP THE BUILDING FOUNDATION PLANTINGS; PLANT SPECIES SHOULD BE SELECTED FOR YEAR-ROUND ATTRACTIVENESS.

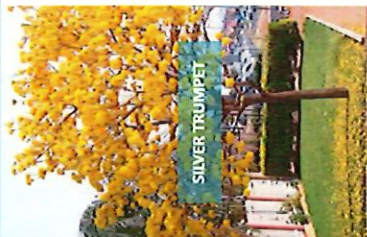
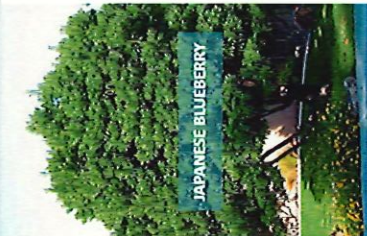
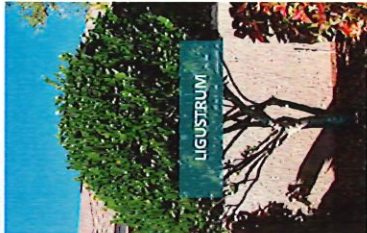
FLORIDA-FRIENDLY PLANT MATERIAL

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DeLand Tech Park PD

City of Deland, Florida	DATE: Sept. 29, 2022	64054.00
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Job		
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- PLANTINGS
 - APPROPRIATELY SCALED TREE, SHRUB, AND HERB PLANTINGS ENHANCE THE USE AND MICROCLIMATE OF THE SITE. NATIVE PLANTS WITHIN NATURAL AREAS ARE PREFERRED.
 - HIGHEST PLANTING PRIORITY PROVIDING ATTRACTIVE AND SUSTAINABLE PLANTINGS.
 - IN REMOTE ENTRY AREAS, THE PLANTINGS SHOULD BE LIMITED WITH COLORFUL, FLORIDA FRIENDLY NON-INVASIVE SPECIES THAT ARE DROUGHT-TOLERANT AND HISTORICALLY ASSOCIATED WITH A FLORIDA LANDSCAPE.
 - NATIVE TREES AND PALMS IN A SIMPLE GROUND COVER, MULCHED OR NATIVE LANDSCAPE "TERRACE" MAKES UP THE BUILDING FOUNDATION PLANTINGS. PLANT SELECTION SHOULD BE YEAR-ROUND ATTRACTIVENESS.





Planning Department

Memorandum

TO: City Commission

DATE: November 4, 2024

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue Second Reading of Ordinance No. 2024-43, First Amendment to the DeLand Tech Park Planned Development: Approximately 143.24 Acres of Property Located on the South Side of Cassadaga Road, West of Interstate 4, to add 3.73 Acres of Property to Allow for off-site Tree Protection Areas. (DeLand Tech Park).

On October 24, 2024, the applicant, Mark Watts with CobbCole, agreed to continue the above-referenced application from the November 4, 2024 City Commission meeting to the November 18, 2024 City Commission meeting.

CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Continuation of Second Reading of the Ordinance to Repeal and Replace a Portion of the I-4 Automall PD with the Orange Camp DeLand PD.

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: Continuance Memo - City Commission, Z24-089 Aerial, Z24-089 Zoning map, 2018-20, Z24-089 Zoning

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

SUMMARY/HIGHLIGHT:

The applicant has requested a continuation of Second Reading of the Ordinance to repeal and replace a portion of the I-4 Automall PD with the Orange Camp DeLand PD to the November 18, 2024 City Commission meeting.

This request is for approval to amend the DeLand portion of the original I-4 Automall PD to a new agreement – Orange Camp DeLand PD. At the July 17, 2024 meeting the Planning Board recommended approval of the rezoning. At the October 7, 2024 meeting of the City Commission it was moved to approve the request subject to staff comments being addressed. Staff concerns were the amount of signage that was requested and the height of the buffer wall that was proposed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Creating the connected community.

Strategic Context: It is the connections between the three elements identified so far which will create the economic dynamism and the community vibrancy desired by the citizenry. This connection takes form in four ways:

- **Key Corridors.** The City has two key corridors — Woodland and SR 44 and **several gateways that are important entry ways into the City.** The look and feel of these corridors and gateways needs to be consistent or complementary with the City both to enhance the sense of community as well as permeate across the City the image of DeLand as a distinctive place which attracts high value wage earners and high value jobs.

SUSTAINABILITY:

Amending the zoning designation of this property and outlining the development parameters will permit its development for highway commercial purposes that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan. Additionally, the cooperative efforts of DeLand and Lake Helen to create individual projects that enhance each other and work together is a means of ensuring a seamless transition between the properties.

FISCAL IMPACT:

Commercial development of this property, and inclusion of the new businesses onto the city's tax rolls will

generate additional revenue to be used toward city services. The property is currently undeveloped and as such generates little taxable income as compared to a site developed for highway commercial use.

RECOMMENDATION:

It is recommended that the City Commission approve the continuation of the hearing to the November 18, 2024 City Commission meeting.

BACKGROUND/DISCUSSION:

At the October 7th City Commission meeting staff presented an analysis of the various changes made to the original I-4 Automall PD and how they compare to what was previously approved. Staff recommended approval of the request subject to the conditions that:

1. The applicant work with staff to relocate the plaza sign from the southwest corner of the project to the Lake Helen/DeLand boundary or remove the proposed "plaza" sign provision from the PD.
2. Amending language specified in the I-4 Automall PD that the proposed six (6) foot wall to be constructed on the western project boundary be increased to eight (8) feet.



City of DeLand Community Development

Memorandum

To: City Commission

From: Carol Kuhn, AICP, Planning Director

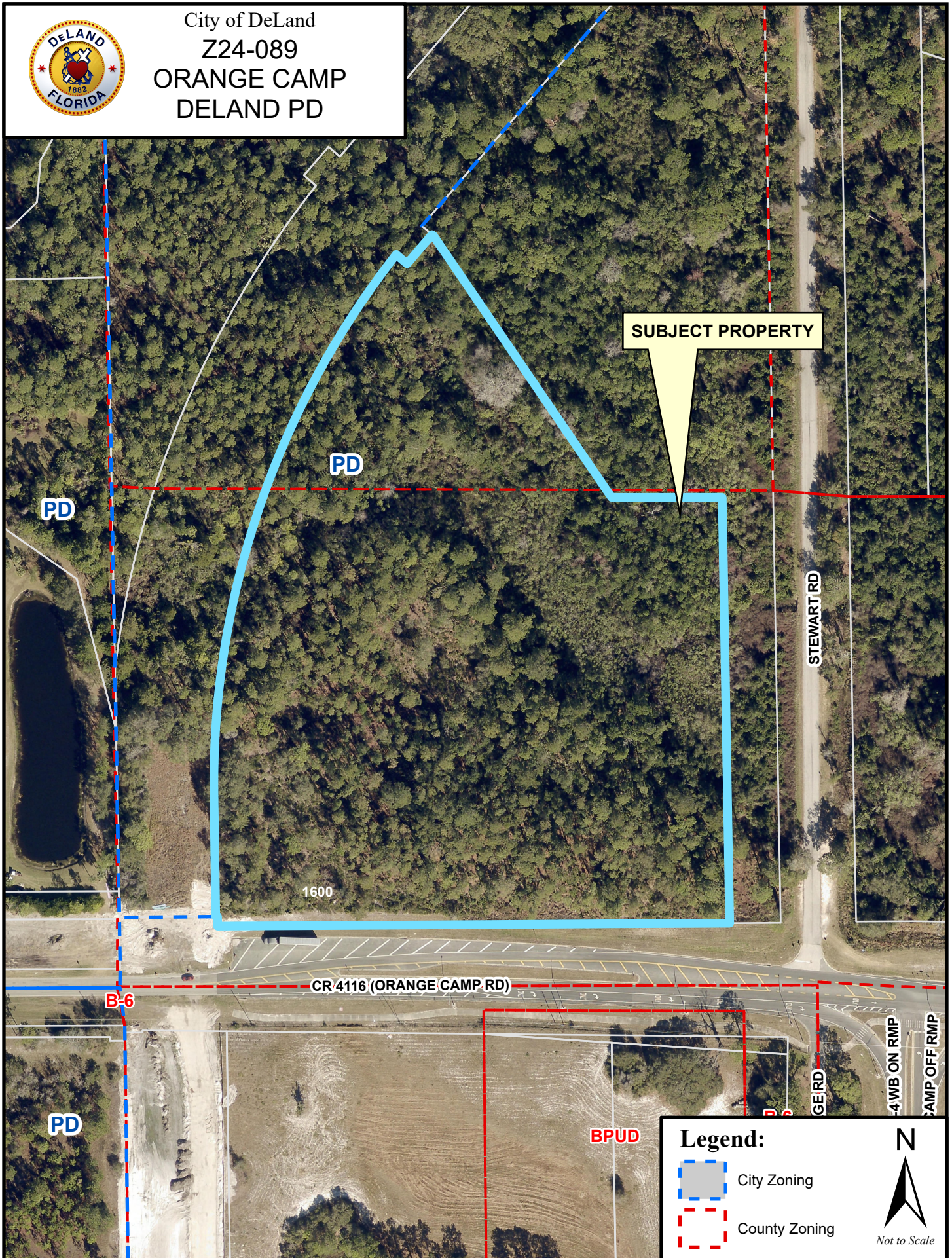
Date: October 30, 2024

Re: Request to Continue the Second Reading of an Ordinance Changing the Zoning of 9.02 Acres of Property, located at 1600 Orange Camp Rd., to Repeal and Replace a portion of the Existing I-4 Automall Planned Development with the Orange Camp DeLand Planned Development.

On October 30, 2023, the applicant's representative, Mike Woods with Cobb Cole, requested to continue the First Reading of an Ordinance changing the zoning of 9.02 acres of property, located at 1600 Orange Camp Rd., to repeal and replace a portion of the existing I-4 Automall Planned Development with the Orange Camp DeLand Planned Development. The applicant has requested that this item be continued to November 18, 2024.



City of DeLand
Z24-089
ORANGE CAMP
DELAND PD



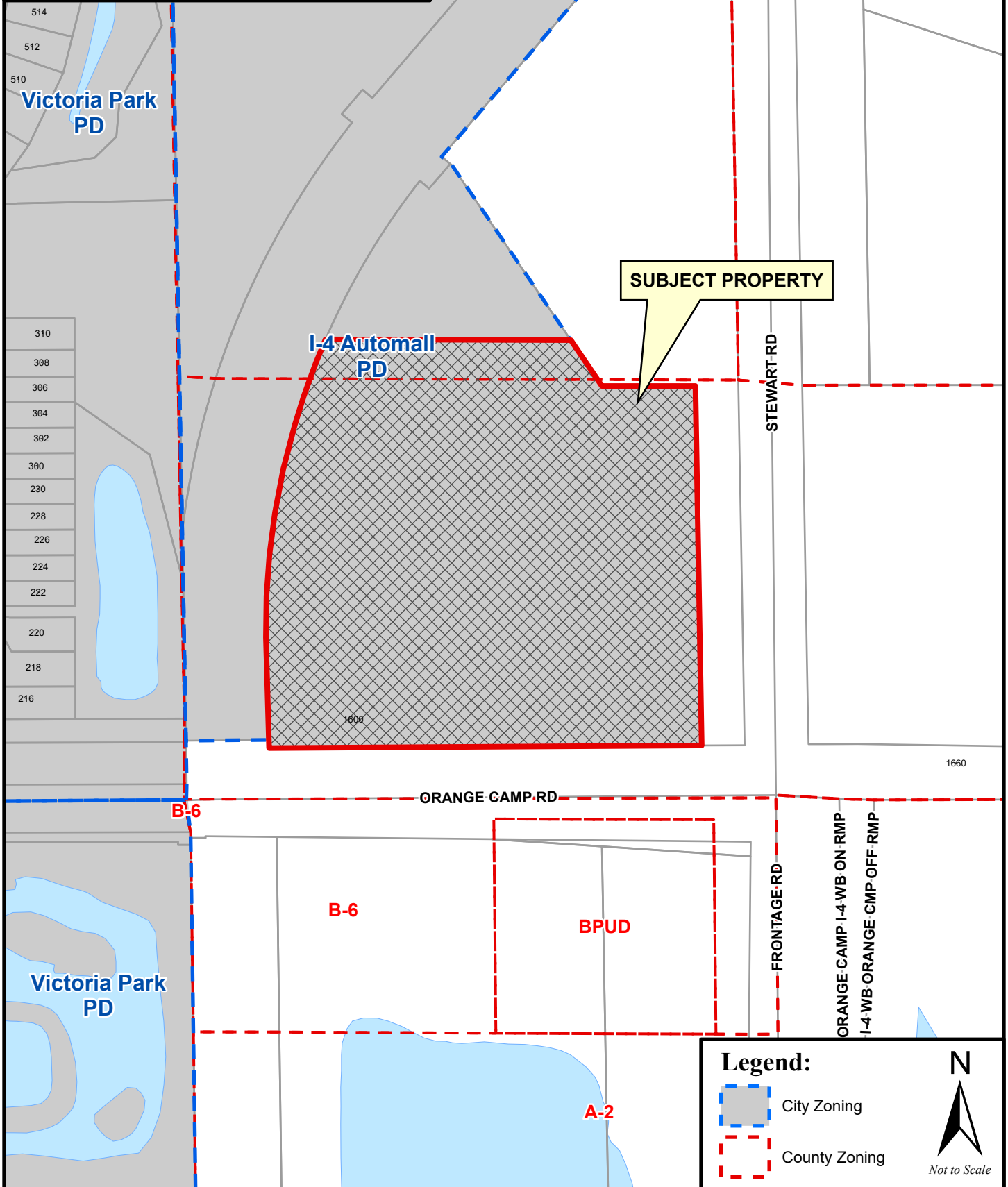
Legend:

-  City Zoning
-  County Zoning





City of DeLand
Z24-089
ORANGE CAMP
DELAND PD



ORDINANCE NO. 2018 - 20

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S A-2, RURAL AGRICULTURE AND B-6, HIGHWAY INTERCHANGE COMMERCIAL TO THE CITY OF DELAND'S I-4 AUTOMALL PD, PLANNED DEVELOPMENT ZONING DESIGNATION, ON PROPERTY LOCATED AT 1600 ORANGE CAMP ROAD; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 18.75 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., (hereinafter referred to as "Applicant") is the authorized agent of the owner I-4 Automall, LLC, of approximately 18.75 acres of land located at 1600 Orange Camp Road, which is more particularly described in the legal description attached hereto as Exhibit "A", and which by this reference is made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning from the present zoning classification of Volusia County's A-2, Rural Agriculture and B-6, Highway Interchange Commercial, to I-4 Automall PD, Planned Development District; and

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

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

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

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

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 Volusia County's A-2, Rural Agriculture and B-6, Highway Interchange Commercial, to City of DeLand's I-4 Automall PD, Planned Development District, on the property located at 1600 Orange Camp Road.

Section 2. Pursuant to the determination made at a public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as I-4 Automall 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 the 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 I-4 Automall 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. Pursuant to Article 5 of the City's Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 8. 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 9. 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.

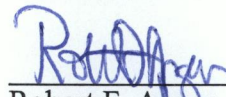
Section 10. The City Engineer and Planning Director are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

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

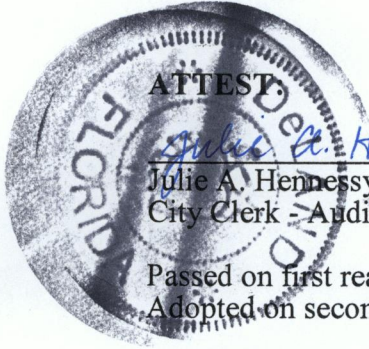
Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

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

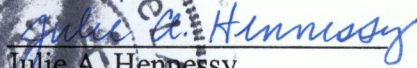
PASSED AND DULY ADOPTED this 5th day of November, 2018.



Robert F. Apgar
Mayor - Commissioner



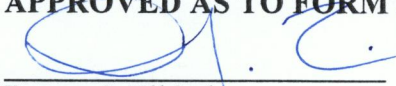
ATTEST:



Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: October 1, 2018
Adopted on second reading: November 5, 2018

APPROVED AS TO FORM AND LEGALITY:



Darren J. Elkind
City Attorney

October 26, 2018

Prepared for: City of Deland**Description:** Legal Description For Ordinance - DeLand – “Exhibit A”**Legal Description:**

A PORTION LOTS 5, 6, 9, 10, OF THE ASSESSOR'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 30 EAST AS RECORDED IN MAP BOOK 3, PAGE 149 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SAID LANDS LYING NORTH OF ORANGE CAMP ROAD AND WEST OF INTERSTATE 4 (SR400) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE N89°51'01"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 662.44 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST RIGHT OF WAY LINE OF THE INTERSTATE 4 FRONTAGE ROAD (PER FDOT MAP PROJECT NO. P-4738-1); THENCE N01°01'36"W ALONG SAID SOUTHERLY PROJECTION AND WEST RIGHT OF WAY LINE, A DISTANCE OF 105.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°01'36"W ALONG SAID WEST RIGHT OF WAY LINE, AND THE EAST LINE OF VICTORIA PARK NORTHEAST INCREMENT ONE AS RECORDED IN MAP BOOK 48 PAGE 51 AND THE EAST LINE OF VICTORIA PARK INCREMENT TWO NORTHWEST AS RECORDED IN MAP BOOK 50, PAGE 111, A DISTANCE OF 1217.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE S89°56'16"E ALONG SAID NORTH LINE, A DISTANCE OF 495.82 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE INTERSTATE 4 FRONTAGE ROAD; THENCE CONTINUE S89°56'16"E ALONG SAID NORTH LINE, A DISTANCE OF 184.19 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 4 FRONTAGE ROAD; THENCE RUN S40°35'19"W ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 395.17 FEET; THENCE RUN S49°24'41"E ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO A POINT SAID EAST RIGHT OF WAY; THENCE DEPARTING THE AFORESAID EAST RIGHT OF WAY LINE, RUN S34°15'57"E, A DISTANCE OF 419.71 FEET TO A POINT LOCATED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 5 OF SAID ASSESSOR'S SUBDIVISION; THENCE RUN N89°57'23"E ALONG SAID SOUTH LINE, A DISTANCE OF 146.44; THENCE DEPARTING SAID SOUTH LINE RUN ALONG A LINE THAT IS 70.00 FEET WEST OF AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF STEWART ROAD, S01°00'04"E A DISTANCE OF 564.26 FEET TO A POINT ON THE NORTH LIMITED ACCESS RIGHT OF WAY LINE OF ORANGE CAMP ROAD (VARIABLE RIGHT WAY WIDTH PER FDOT MAP F.P. NO. 408463); THENCE RUN S89°40'07"W, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 317.85 FEET TO THE END OF SAID LIMITED ACCESS; THENCE CONTINUE S89°40'07"W ALONG THE NORTH RIGHT OF WAY OF ORANGE CAMP ROAD, A DISTANCE OF 360.74 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF INTERSTATE 4 FRONTAGE ROAD; THENCE N00°48'18"W ALONG SAID EAST RIGHT OF LINE, A DISTANCE OF 12.81 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID INTERSTATE 4 FRONTAGE ROAD; THENCE RUN S89°24'03"W, A DISTANCE OF 130.13 TO THE POINT OF BEGINNING.

CONTAINING 816,894 SQUARE FEET OR 18.75 ACRES, MORE OR LESS.

EXHIBIT "B"

Please return recorded document to:

City of DeLand
120 S Florida Avenue
DeLand, FL 32720

DEVELOPMENT AGREEMENT

Case #Z-18-84

A. Development Concept. The property identified on Exhibit "A" (the "LH Property") is located in the City of Lake Helen and shall be developed as a location for multiple automotive dealerships, customary accessory and support uses. The property identified on Exhibit "B" (the "DeLand Property") is located in the City of DeLand and shall be developed with traditional highway commercial uses as shown on the Preliminary Plan. Collectively, the project shall be known as the "I-4 Automall." It is the intent of the Master Development Plan to provide a framework for the overall development of the property within both Lake Helen and DeLand in a coordinated manner that provides for shared infrastructure between parcels, including stormwater management facilities, utility corridors and vehicular cross access routes serving the I-4 Automall. To the extent not specifically addressed herein, the standards and provisions of the City of Lake Helen Land Development Code ("LDC") or the City of DeLand Land Development Regulations ("LDRs") shall govern the development of the Lake Helen Property and the DeLand Property, respectively, and shall be administered exclusively by the city within which the subject property is located. Administration of the applicable LDC, LDRs or the provisions of this Development Agreement shall be the responsibility of the jurisdiction in which the property being developed is located.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by HHCP attached hereto as Exhibit "C" and this Development Agreement (hereinafter "Agreement"). The Preliminary Plan is hereby approved and incorporated in this Agreement by reference as Exhibit "C". The Master Development Plan shall be filed and retained for

public inspection in the Office of the City Clerk for the City of Lake Helen and the City of DeLand and shall constitute a supplement to the Official Zoning Maps for each city

2. Amendments. All amendments of the Master Development Plan, other than those classified within this Agreement or deemed by the respective city to be minor amendments, in accordance with the provisions of the applicable LDC or LDRs, shall require the review and approval in accordance with the provisions of the respective city's LDC or LDRs in the same manner as a rezoning of the parcel. Since it is the intent that the Lake Helen Property and the DeLand Property be developed in a coordinated manner, each City agrees to provide a minimum of thirty (30) days written notice to the other city of any proposed amendment(s) to the Master Development Plan prior to any hearing at which such amendment(s) will be considered. Nothing herein shall be interpreted as providing either City with jurisdiction outside of the limits of their respective municipal boundaries; however the City of Lake Helen and the City of DeLand shall be included in DRC reviews for portions of the project in each respective jurisdiction.

3. Subdivision Approval. After the Master Development Plan is recorded, applications for a Preliminary Plat and Final Plat of any area to be subdivided shall be submitted for review and approval in the manner required by the applicable provisions of the City of Lake Helen or City of DeLand LDRs, as amended. The Preliminary Plan shall satisfy the requirements for preliminary subdivision plan or concept plan under the respective LDC or LDRs for each city. Nothing herein shall be interpreted to require submittal of a Preliminary Plat and Final Plat prior to the commencement of non-vertical construction, including clearing, landfill and construction activity related to construction of Frontage Road, and any internal connector roads connecting to Frontage Road or Stewart Road, or the commencement of clearing, landfill and other activity related to general site work for preliminary site infrastructure included in an approved final site plan and provided that all such activities have received applicable use permits, St. Johns River Water Management District ("SJRWMD") permits and any other

local, state or federal agency regulations that apply.

4. Final Site Plan Approval. After the Preliminary Plat is approved, and prior to issuance of any permits for construction on a particular development lot, a site plan for the particular development lot shall be prepared and submitted for review and approval in the manner required by the applicable LDC or LDRs, as amended. It is not necessary that a site plan(s) be submitted for every development lot within the Master Development Plan prior to issuance of permits for construction of vertical improvements (building) on a particular lot, as long as a site plan has been submitted for review and approval for the particular development lot upon which issuance of permits is sought. The Preliminary Plan, attached as Exhibit C, meets the minimum submittal requirements of a Concept Plan application in accordance with land development code. Therefore, the Master Development Plan shall be in-lieu of a Concept Plan application for the overall subdivision, and the owner/developer is authorized to proceed with submittal of a Preliminary Plat or Final Site Plan application once this Ordinance has been recorded. Nothing herein shall be interpreted to require submittal of a site plan(s) for particular development lots prior to the commencement of non-vertical construction, including clearing, landfill and construction activity related to construction of Frontage Road, and any internal connector roads connecting to Frontage Road or Stewart Road, or the commencement of clearing, landfill and other activity related to general site work, provided that all such activities have been reviewed and approved by the City and subject to applicable use permits, SJRWMD permits and any other local, state or federal agency regulations that apply.

5. Intergovernmental Coordination. As noted above, the property that is subject to this Agreement is located in both the City of Lake Helen and the City of DeLand. The intent of this Master Development Plan is to provide a framework for the long-term development of the property in coordination with each adjacent municipality. Based on the location of the property with respect to each city the development standards provided herein have been coordinated between the cities in an

effort to ensure the project provides an attractive gateway to both Lake Helen and DeLand.

B. Unified Ownership. The Applicant or his successors has and shall maintain unified ownership of the subject parcel until after recording of the Final Plat as provided under Section A(3), above, or shall, as a condition of conveyance, retain the right to unilaterally submit an application for Final Plat until such time as the Final Plat is recorded.

C. Phases of Development. The development of this planned unit development ("PUD"), as shown on the Preliminary Plan, shall occur in one or more phase(s). Following approval and recording of a Final Plat, the individual lots shall be developed in a coordinated manner that will implement the provisions of this Master Development Plan.

D. Land Uses within the PUD. The development of the Property shall be consistent with the uses prescribed for each area within the proposed PUD, and administered solely by the city within which the respective lot(s) lies. The locations and sizes of said land use areas are shown on the Preliminary Plan, Exhibit C, consistent with the Master Development Plan. Permitted uses are outlined by Lot, below as follows:

1. Lot 1: Development on Lot 1 is located entirely within the City of Lake Helen and shall include approximately 400,000 square feet of total conditioned space, including automotive sales and service space and a centralized warehouse distribution center for automotive inventory and parts. The development on Lot 1 is referred to in this Development Agreement as the "Automall or I-4 Automall". The developed space is intended to be allocated between up to 11 standardized dealership modules ("Dealership Modules"), as shown on the Preliminary Plan. Each Dealership Module is designed to occupy a footprint of 36,800 square feet. Dealership Modules may be configured as single or double units, provided the total number of modules does not exceed 11. More than one automotive dealership may occupy a Dealership Module, or an automotive dealership may occupy one or more Dealership Modules based on their respective requirements for inventory storage. Each module will

provide approximately:

14,000 square feet of interior automotive sales area

17,000 square feet of interior automotive service area (including parts storage)

2,500 square feet of exterior automotive sales display area located in front of each Dealership Module.

36,800 square feet of structured vehicle inventory storage per floor (unconditioned space)*

* The floors designed for structured vehicle inventory are designed to accommodate a potential future transition of the Dealership Modules for other uses. Design for the vehicle inventory storage areas shall allow each Dealership Module to transition to office or other uses in the future, subject to applicable limitations such as floor area ratio ("FAR") or density standards applicable at the time of any future transition. Any redevelopment of the Dealership Modules will be subject to review and approval as an amendment to this Agreement or a new planned unit development.

Additionally, a centralized warehouse distribution center of up to 40,000 square feet and a physical plant of up to 6,000 square feet shall also be permitted on Lot 1 in the locations specified on the Preliminary Plan. The distribution center is an accessory use to the dealership modules and shall serve as a central receiving location for all vehicle and parts inventory deliveries for the Automall use on Lot 1 in an enclosed unloading facility as further described herein. Additional vehicle inventory storage may also be included as part of the distribution center. Uses permitted on Lot 1 shall be limited to:

- Automobile sales or accessory rental operations and service thereof, when said service is performed as an accessory use to the principal use of sales or rental. Automotive sales operations shall be limited to advertised regular business hours of 7 am – 10 pm. Automotive service operations shall be limited to the hours of 7 am – 10 pm for the general public. Automotive service for fleet vehicles may be performed at other times, provided they occur in an enclosed service area to minimize noise. Overnight delivery of parts and automotive inventory from the distribution center to individual dealership modules shall be conducted in a manner to minimize noise and comply with the City of Lake Helen noise ordinance.

- Accessory retail sales and services
- Communication equipment mounted on buildings (no towers are permitted)
- Educational or vocational training
- Automotive sales or service establishments
- Outdoor advertising signs, including electronic billboards

2. Lots 2-4 – Highway Commercial – Development on Lots 2-4 is located entirely in DeLand and shall be limited to a maximum of 48,500 total square feet of restaurant and retail uses, plus up to 120 hotel rooms if they are not developed on Lot 5. Permitted uses shall include:

- Car washes
- Convenience store (not exceeding 6,000 square feet) with up to 32 fueling positions (fueling positions shall refer to an individual facility or piece of equipment that allows for the fueling of one (1) vehicle at any given time. Electric vehicle charging stations shall not be interpreted to be a fueling position.)
- Financial institutions
- General/Professional offices
- Medical offices
- Hotels/motels and customary accessory uses, including, but not limited to restaurants, bars and spas that are accessory to the principle hotel use (subject to a maximum cap of 120 hotel rooms on Lots 2-5)
- Restaurants, including accessory bars
- Retail sales and services
- Retail specialty shops, including automotive accessory sales with onsite installation in enclosed service bays.

Prohibited Uses – Truck stops or any fueling facilities that are specifically designed to serve tractor trailers.

3. Lot 5 – Hotel/Office – Development on Lot 5 is located in DeLand and shall be

limited to 60,000 square feet of office space or office over retail, provided retail uses are limited to the first floor. In the alternative, up to 120 hotel rooms are permitted if not otherwise constructed on Lots

2-4. Permitted uses shall include:

- General/Professional offices.
- Hotels/motels and customary accessory uses, including, but not limited to restaurants, bars and spas that are accessory to the principle hotel use, though not necessarily owned and/or operated by the hotel/motel.
- Essential utility services.
- Retail sales and services.

In the event, hotel/motel use is not developed in Lot 5, up to 120 hotel rooms may be transferred to Lots 2-4. In the event fewer than 120 hotel rooms are developed on Lot 5, any remaining allocation of hotel rooms may be transferred to Lots 2-4, provided the total number of trips generated by development of Lots 2-5 does not exceed the total number of trips attributed to those Lots in the traffic impact analysis dated February 26, 2018 and prepared by Lassiter Transportation Group.

Prohibited Uses – Truck stops or any fueling facilities that are specifically designed to serve tractor trailers.

4. Allocation of Uses for Lots 2 - 4 – The specific uses described for Lots 2 - 4 may be re-allocated between these Lots without amendment to this PUD, provided the total number of trips generated does not exceed the total number of trips attributed to those Lots in the traffic impact analysis dated February 26, 2018 and prepared by Lassiter Transportation Group. Notwithstanding the ability to re-allocate uses between Lots 2-4 referenced above, the overall development of those lots shall not exceed a maximum of one (1) convenience store of up to 6,000 square feet with up to 32 fueling positions, allowing a maximum of 32 vehicles to fuel at any given time, 120 hotel rooms and five (5) restaurants, excluding those which are an accessory use to a hotel. In addition, of the five (5)

permitted restaurants, no more than three (3) shall be fast-food style restaurants with drive-through facilities. A fast food restaurant with drive-through facilities that is co-located with a convenience store shall count as one of the permitted fast-food style restaurants.

5. Tract 1:

Is primarily located in Lake Helen and provides for open space, conservation, tree preservation and stormwater management but shall count to satisfy open space and tree preservation requirements for development that occurs in both the City of DeLand and the City of Lake Helen regardless of which jurisdiction in which the tracts are located.

6. Tracts 2 and 3:

Are located in both Lake Helen and DeLand and provide open space, conservation and tree preservation but shall count to satisfy open space and tree preservation requirements for development that occurs in both the City of DeLand and the City of Lake Helen regardless of which jurisdiction in which the tracts are located.

7. Open Space:

A minimum of twenty-five (25%) percent of the total land area within the I-4 Automall project will be comprised of open space, which may include public gathering spaces and plazas, landscape buffers and internal landscaped areas, conservation and tree preservation areas, stormwater ponds and any recreational amenities.

E. Development Standards.

1. Overall Landscape Standards: Unless otherwise noted below, all landscape buffers described below shall meet the minimum standards specified in Land Development Code for the city in which development is occurring. The required number of canopy and understory trees required may be clustered within the required perimeter buffers and within Tract 1 to preserve view corridors for certain portions of the project while maximizing the screening impact of such trees in clustered groups.

In addition, the landscape buffers shall meet the standards provided in the location specific descriptions below. The average width of any landscape buffer shall be determined by dividing the total land area included in the landscape buffer by the total linear footage of the buffer, subject to the minimum widths set forth herein.

a. I-4 Buffer and Orange Camp Road Buffer:

The architectural design for the Automall project is unique in its character and design and will create a true visual gateway for Volusia County and the cities of Lake Helen and DeLand. It is the intent to create a unique native buffer along both the I-4 frontage and the Orange Camp Road frontage extending to Frontage Road that will complement the overall project design while adapting to the native surrounding context. The proposed buffer will consist of the use of mass native saw palmetto, colorful grass species and colorful prostrate native groundcovers placed on rolling perimeter berms. An average buffer width of 40' shall be maintained with a minimum width of 20' permitted within 150 feet of the I-4 right of way to allow for service road circulation. In the event permission is obtained from the County and FDOT, additional landscaping shall be installed in the right of way for Orange Camp Road and on the adjacent I-4 overpass bridge abutment to provide for a minimum of 40' buffer width with a berm along the entire Orange Camp Road and I-4 frontage. The proposed buffer design supports the truest measure of sustainable waterwise "green design" principles consistent with the Florida Friendly Landscape Program. These planted berm areas will provide large massive color changes during different periods of the year and create a visual signature for the Lake Helen / DeLand Gateway.

All required perimeter buffers along I-4 and Orange Camp Road shall meet or exceed the Lake Helen Land Development Code or City of DeLand Class C buffer standards provided in the LDC or LDRs, as applicable. All proposed trees will be upgraded to exceed current code requirements to a minimum 16-18' Ht (200 gallon) size, with a 5" caliper minimum. Trees will consist of a mixture of native Live Oaks, Shumard Oaks, Florida Slash Pine, Cypress and other native canopy trees to reestablish a native buffer appearance.

No flags, banners or other marketing displays shall be permitted in the landscape buffer area adjacent to Orange Camp Road.

b. Frontage Road Buffers:

Internal Roadway buffers fronting on the Frontage Road will be a minimum of 15' in width planted with Class C buffer density. All proposed trees will be upgraded to exceed current code requirements to a minimum 16-18' Ht (200 gallon) size, with a 5" caliper minimum. Trees will consist of a mixture of native Live Oaks, Shumard Oaks, Florida Slash Pine, Cypress and other native canopy trees to reestablish a native buffer appearance.

c. Western Perimeter Buffer and Screening:

A minimum 40' landscape buffer will be provided adjacent to the residential areas located to the west of the Property. Subject to permitting approval by FDOT and any applicable permitting jurisdiction, an 8' high screening wall will be constructed along the western boundary of the Property adjacent to the Victoria Gardens development. The screening wall will be planted on the western side with vegetation designed to create a "green" wall to provide additional screening. The screening wall will extend north, along the

western boundary of the Property to the northern boundary of Lot 5.

d. Northern Perimeter Buffering:

A landscape buffer with an average width of 25 feet and a minimum width of 15 feet will be provided along the northern boundaries of Lot 5 and Lot 1. The landscape buffer for Lot 5 shall be included in the lot area. The landscape buffer for Lot 1 is set aside in a separate tract designated on the Preliminary Plan as Tract 3.

e. Internal Perimeter Buffers:

The projects western and northern buffers will be planted with native Live Oak, Florida Slash Pine, Cypress and other native canopy and sub-canopy trees to create a densely planted buffer. Canopy trees will be planted on average of 1 tree per thirty feet with pines being planted in clusters to provide the maximum buffering effect. Canopy trees will be planted in a variety of sizes to provide a naturalistic growing pattern. All trees within these buffers will meet or exceed the minimum as required by current landscape code requirements. Due to the nature of the site and the desire to preserve natural habitat landscape buffer widths will vary from between 7' minimum width, up a 20' width where native vegetation can be preserved. Where possible, existing native plants and trees will be preserved to retain both tree canopy and ground plane landscape materials.

f. On-Site Preservation:

Although no formal preserve areas are currently proposed for dedication to either City, the developer's intent is to maintain the native site character and habitat intact for those areas outside of the proposed development pads. These

areas will be left in their natural state to help provide visual buffering to surrounding properties, maintain natural habitat for the native animal and bird populations, and provide areas for natural aquifer recharge. These areas will be identified prior to site construction activities and cordoned off to protect and prevent encroachment. Depending on the complexity of the infrastructure requirements for the site, limited trenching in these areas may be necessary but will be evaluated, scrutinized for alternative methods of construction and limited to the greatest extent possible.

Based on current site analysis, the site currently has jurisdictional wetlands. As part of any site development the minimization of impacts will be greatly considered and only impacted if necessary. In the event that wetland impacts are proposed, the development will comply with the current Lake Helen or DeLand, as applicable, and St. Johns River Water Management District (SJRWMD) criteria for wetland permitting and mitigation. If mitigation is required, the developer will work with the agencies to provide on-site mitigation, if possible, enhancement to the existing and preserved wetland areas and offsite mitigation.

g. Irrigation:

The development will strive to utilize the most sustainable waterwise principles of green design through the use of low flow drip irrigation, rain gauges, water sensor cut-off, and the integration of supplemented water systems including reclaimed water, roof collected cistern systems, purified stormwater and connection to a grey water system, all to efficiently reduce overall water consumption and dependency on public potable water system infrastructure.

The overall planting palette will primarily utilize native plant material indigenous to this area and specifically selected based on the native soil composition. To help ensure that the native areas can serve as aquifer recharge, these areas may be used for disposition of overflow collected cistern rainwater.

2. Development Standards for Lot 1:

- a. Minimum dealership lot area: 1 acre
- b. Minimum lot width: 150 feet
- c. Minimum yard size (building):
 - i. Front yard: 20 feet
 - ii. Rear yard: 25 feet
 - iii. Side yard: 10 feet; 0 feet for adjoining dealership modules
- d. Maximum impervious surface: 100 % for individual lots; 80 % for Automall use in the aggregate on Lot 1. Overall, the maximum impervious surface for all Lots shall not exceed 75%.
- e. Maximum FAR: 0.8 for Lot 1; .55 maximum for entire PUD as a whole
- f. Maximum building height:
 - 80 feet (dealership modules)
 - 60 feet (distribution building)
 - 30 feet (physical plant)
- g. Property perimeter building setbacks: 50 feet
- h. Minimum building separation distance 0 feet for adjoining buildings; 10 feet for all other buildings
- i. Off-street parking and loading requirements: Due to the unique nature of the I-4 Automall development, the minimum parking standards below deviate from the requirements of the Lake Helen Land Development Code in an effort to avoid excessive parking. The following required parking spaces will be provided for each Dealership Module:
 - i. 1 space shall be provided for every 400 square feet of net

conditioned automotive sales area.

- ii. 1 space shall be provided for every 200 square feet of net administrative office area.
- iii. 2 spaces per service bay shall be provided for each automotive service bay.
- iv. Required parking for the Distribution Center shall be provided as follows:

1 space shall be provided for every 200 square feet of net administrative office area.

Tractor trailers delivering parts or vehicle inventory to the Distribution Center shall be restricted to access via the northern most driveway into Lot 1 and queuing shall be provided in the drive aisle approaching the Distribution Center as approved during Final Site Plan approval.

The parking requirements may be modified in accordance with a parking study approved by the City Commission as part of the Final Site Plan review and approval.

- j. Signage requirements: Sign type and locations for internal signs on Lot 1 shall comply with a Master Sign plan submitted for review and approval as part of final site plan review for any lot. Sign size and type for signs located on Orange Camp Road shall be as follows:

- i. Signs along Orange Camp Road:

Lot 1 shall be entitled to one monument sign for the "I-4 Automall" that is not more than 10 feet in height and provides a maximum of 300 square feet of sign area. In addition, building signage is permitted on the side of the building facing Orange Camp Road with no more than 100 square feet of signage permitted for each new automotive brand located in the Dealership Module(s) facing Orange Camp Road, subject to a maximum of 1,000 square feet of

signage for all new automotive brand signage on all Dealership Modules facing Orange Camp Road. This standard shall apply to each individual Dealership Module included in an attached structure with another Dealership Module so that the occupant(s) of each single Dealership Module in the structure is entitled to 250 square feet of signage, per dealership module.

The remaining signage for Lot 1 shall be reviewed and approved as part of a Master Sign Plan as required by Section 4.10.21 of the City of Lake Helen Land Development Code as part of the Final Site Plan review and approval. Notwithstanding anything in this subsection j, additional community arrival or identity signage for the City of Lake Helen and the City of DeLand may be included along Orange Camp Road as part of the Master Sign Plan.

ii. Signs along I-4

A ground sign not to exceed 1,000 square feet in area and 12 feet in height shall be permitted in the landscape buffer adjacent to I-4. Building signs for dealerships not located adjacent to I-4 may be placed on buildings located adjacent to I-4 without being considered impermissible "off-premises" signs to insure passersby on I-4 are aware of all brands located in the development, not just the brands in the building closest to I-4. Each automotive brand badge sign shall be limited to a maximum sign area of 100 square feet, with the total aggregate badge sign area on a single Dealership Module limited to 250 square feet. The sign area for Dealership Modules

not located adjacent to I-4 may be added to the Dealership Modules that front on I-4. All signage is subject to approval as part of the Master Sign Plan.

iii. Signs interior to AutoMall

Notwithstanding anything in this subsection j, the Master Signage Plan shall not place unreasonable restrictions on the number of, location of, or size of badges, emblems, logos, or dealership name signage/lettering located on the exterior of the Dealership Modules on the sides facing the “interior” of the Automall or on the sides of buildings facing I-4. Such signage is commonly referred to as “Manufacturer’s Required Identity Components” and the Master Signage Plan may provide for signage totaling five (5) percent of the total facade area for each Dealership Module as part of the interior signage.

k. Architectural Design Standards: The Automall development on Lot 1 shall conform with the architectural standards set forth in the I-4 Automall Visual Reference Guide attached as Exhibit “D”, and with the standards set forth herein:

- i. Purpose and intent. The purpose of these standards is to ensure quality commercial development and enhance an attractive physical environment at the Orange Camp Road / I-4 gateway into DeLand and Lake Helen. Their intent is to:
 - (a) Create and maintain a strong community image, identity and sense of place through the use of quality design and building materials;
 - (b) Promote variety and diversity in architectural design, while respecting the historic past and architectural character of the cities of Lake Helen and DeLand;

- (c) Minimize incompatible surroundings and visual blight, which prevent orderly community development and reduce community property values;
- (d) Encourage and promote development which features amenities and excellence in the form of variations of siting, types of structures and adaptation to and conservation of, native vegetation and other environmental design features;
- (e) Foster civic pride and community spirit by maximizing the positive impact of development; and
- (g) Promote a high degree of compatibility between structures and land uses.

ii. General design criteria. Preliminary designs for the Lot 1 development shall be reviewed by the Lake Helen DRC prior to the submittal of a formal site plan application. The following shall apply to the primary and accessory structures located on Lot 1:

(a) *Relationship of the structures to the site.*

- 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 mechanical equipment, service, delivery, and work areas, shall be visually screened from public view. Vertical lift and overhead garage type doors should not be located on principal facades abutting Orange Camp Road.
- 3. While architectural design continuity for multiple structures is encouraged, monotonous repetition of identical exterior details shall be avoided or screened from view on Orange Camp Road or I-4, which may be accomplished with berms and landscaping.

(b) *General architectural building design.*

- 1. The design shall provide for a consistent architectural treatment for all of the modules.
- 2. Building design, scale and details shall be such that architectural interest is created from both Orange Camp Road and I-4. Building design shall be undertaken in a manner which avoids box and rectangular structures comprised entirely of blank walls that are in view. In order to maintain the unique character of Lake Helen and DeLand, the following techniques shall be utilized in a commercially reasonable manner:

- a. Buildings shall provide articulation, both horizontally and vertically, to avoid the creation of a large box structure.
 - b. For structures with less than 200 linear feet of building ground floor frontage, visible from Orange Camp Road or I-4, no uninterrupted horizontal length or uninterrupted curve of the entire building facade shall exceed 75 linear feet and no uninterrupted vertical length shall exceed 30 feet.
 - c. For structures with greater than 200 linear feet of building ground floor frontage, visible from Orange Camp Road or I-4, no interrupted horizontal length or uninterrupted curve of the entire building facade shall exceed 100 linear feet and no uninterrupted vertical length shall exceed 30 feet.
3. Building facades shall, on all sides that are, or will be, visible from Orange Camp Road & I-4, include a repeating pattern that shall consist of a minimum of two of the elements listed below. At least one of the elements shall repeat horizontally and vertically:
- a. Color change.
 - b. Texture change.
 - c. Material change.
 - d. Pattern change.
 - e. Architectural banding.

(c) *Materials.* Use of similar materials is an important way in which a building can blend with the architectural context of the area.

1. Materials shall be selected for durable quality and suitability to the type of buildings and the design in which they are used. Exposed standard concrete block is not allowed.
2. Inappropriate use of materials in terms of weatherability, application or appearance, should be avoided.
3. Materials shall be consistent with the architectural style and character of the structure.

(d) *Color.* Use of colors is an important way in which a building can blend with the architectural context of the city and surrounding area.

1. Building colors, visible from Orange Camp Road or I-4, shall be limited to those colors having a light reflectance value (LRV) of 50 or greater per the manufacturer's standard which may be applied to no more than 80 percent of the building and an LRV of 20 or greater which may be applied to no more than for 40 percent of the building. The requirement shall not apply to natural materials such as brick, stone or concrete, unless such material has been artificially colored in a manner contrary to the intent of these regulations.

2. All colors, excluding fluorescents, may be permitted as accent colors.

l. Distribution Center. The Automall located on Lot 1 includes a central receiving and distribution center (the "Distribution Center") for automotive inventory and parts associated with the service departments in the individual dealerships. The Distribution Center will be located as shown on attached Exhibit C. The Distribution Center shall be limited to 60 feet in height and shall be designed so that all unloading activities occur within the enclosed structure. All bay doors shall remain closed during inventory loading and unloading.

m. Physical Plant. The Automall located on Lot 1 includes a centralized Physical Plant supporting the operations of the 11 modules and distribution center. The Physical Plant shall be located as shown on attached Exhibit C. The Physical Plant shall be limited to 30 feet in height and no greater than 6,000 square feet in size.

3. Development Standards for Lots 2-5:

- | | |
|------------------------------|----------|
| a. <u>Minimum lot area:</u> | 1 acres |
| b. <u>Minimum lot width:</u> | 150 feet |

- c. Minimum yard size (building):
 - i. Front yard: 25 feet
 - ii. Rear yard: 25 feet
 - iii. Side yard: 10 feet
- d. Maximum impervious surface: 70%
- e. Maximum FAR: 0.35 for individual lots
- f. Maximum building height: 45 feet
- g. Property perimeter building setbacks: 30 feet, plus 1 foot for every foot of building height over 30 feet.
- h. Minimum building separation distance: 0 feet for attached buildings; 10 feet for all other buildings.
- i. Off-street parking and loading requirements: Off street parking and loading requirements for specific uses on Lots 2-5 shall be in accordance with DeLand Land Development Code.
- j. Signage requirements: Signs shall comply with DeLand Land Development Code unless otherwise specified herein. . The use of Lot 1 shall be allowed one off-premise monument wall sign located at the intersection of Frontage Road with the main Lot 1 access drive not to exceed 300 square feet in size and 10 feet in height. The sign shall be consistent with the architectural and landscaping style of Victoria Park and Lots 2 – 5.
- k. Lots 2-5 Architectural Design Standards: Development on Lots 2-5 is intended to visually blend in with the architectural style of the Victoria Park development and shall comply with the provisions of Section 33-94, et seq. of the City of DeLand Land Development Code.

4. Site Illumination for all Lots: To minimize obtrusive aspects of excessive and/or nuisance outdoor light usage, while preserving safety, security and the nighttime use and enjoyment of the property, the following apply:
- a. A signed and sealed illumination plan shall be submitted with the Final Site Plan application.
 - b. In no case shall illumination from the property increase the level of illumination at the property lines by more than one-half (0.5) foot candles. In addition, the maximum level of illumination along the western boundary of the property adjacent to Victoria Gardens shall not exceed one-tenth (0.1) foot candles.
 - c. All light fixture including wall and surface mounted luminaries shall be installed and maintained in such a manner that is fully-shielded down. All site lighting will utilize project light fixtures that provide both vertical cut off that meet dark sky criteria and full cut off lenses to prevent light spillage outside of the project boundaries.
 - d. All outdoor site lighting on Lot 1 shall be reduced by 50% after 11:00 pm until sunrise on the following day.
 - e. Light fixtures shall be decorative in appearance and compliment the architectural style of the building. Light poles shall not exceed thirty (30) feet in height on Lots 2-5. Light poles located in the internal courtyard area of Lot 1, between the opposing front faces of the Dealership Modules, shall not exceed forty (40) feet in height.

5. Noise Abatement. No amplified speaker systems shall be permitted on Lot 1 except as required for emergency purposes. Dealerships shall utilize a private cellular or radio network for internal communication. In addition, as part of Final Site Plan review and approval for Lot 1, the

Developer shall provide documentation of the existing ambient noise levels at the lot boundaries. The levels of existing ambient noise measured on all project boundaries at that time shall provide a basis for determining appropriate decibel levels to measure ongoing compliance with Section 7.10.00, et seq. of Lake Helen's Land Development Code. The operation of businesses on Lots 2 – 5 shall be subject to DeLand's noise ordinance. In order to limit noise adjacent to residential areas, deliveries to Lot 5 shall be limited to between the hours of 7am and 7pm.

F. Environmental Considerations. The minimum environmental requirements of the Lake Helen and DeLand Land Development Codes, as applicable, shall be met. In addition, the Automall developed on Lot 1 will incorporate the following "green" technologies, subject to final design, technical feasibility and cost feasibility:

1. Stormwater supplemented plumbing systems that will use stormwater captured in cisterns included within each Dealership Module for car washes, grey water plumbing systems and landscape irrigation.

2. Photovoltaic solar panels will be mounted on the top level of each Dealership Module and connected to a coordinated electrical storage and distribution system that will provide supplemental electrical power for the Automall.

3. Geothermal heating and cooling systems will be provided through looped chiller lines installed under portions of the property. Water circulating through the chiller lines will be used to heat or cool the Dealership Modules and reduce their individual energy footprint.

G. Sewage Disposal, Potable and Reclaimed Water Facilities. Provisions for sewage disposal, potable and reclaimed water needs of the PUD will be provided in accordance with the comprehensive plan, the land development code and Fla. Admin. Code Ann. r. 64E-6. Potable and reclaimed water shall be provided by City of DeLand. Sanitary sewer treatment/waste disposal shall be provided by the City of DeLand. The Applicant shall be responsible for coordinating with the City of

DeLand for the overall design and construction of all necessary potable and reclaimed water or sanitary sewer connections required to serve the project. Solid waste services will be provided by the City of Lake Helen's solid waste franchise holder for Lot 1 and the City of DeLand's solid waste franchise holder for Lots 2 – 5.

H. Storm water Drainage. Provision for storm water retention shall be in accordance with the respective land development code, subject to the specific system design described in this Section. Each Dealership Module is designed to include a stormwater cistern that will provide approximately 200,000 gallons of storage volume. The stormwater cistern system will be connected to a distribution system in each Dealership Module that will allow water held in the stormwater cistern to be used for car washes, grey water plumbing systems or landscape irrigation. Each stormwater cistern will also be designed to connect to exfiltration stormwater vaults located on one or more of the Dealership Module lots within Lot 1. The exfiltration vaults will also connect to the master stormwater pond located on Tract 1 which is primarily located in the City of Lake Helen. The Applicant, Lake Helen and DeLand will coordinate the review and approval of the master stormwater pond on Tract 1.

I. Access and Transportation System Improvements. All access and transportation system improvements shall be provided in accordance with the applicable LDC or LDR, as amended. The parcels shall be developed in substantial accordance with the following access and transportation system improvements:

1. Access. Access to the project site shall be provided by the public roads, driveway or private road connections shown on the Preliminary Plan. The Frontage Road shown on the Preliminary Plan shall be fully constructed as part of the initial phase of development under the terms of this Agreement. Internal site access, secondary emergency access, pedestrian, bicycle and traffic circulation improvements and access points shall be finally determined during final site plan review and /or subdivision application review, in accordance with the requirements of the land development code

as may be modified by the Development Review Committee for either city as may be necessary to provide required pedestrian, bicycle, and traffic safety improvements on and adjacent to the site. The Applicant shall provide one or more traffic impact analyses ("TIA's") that comply with the uniform TIA standards adopted by the River 2 Sea Transportation Planning Organization. In addition to the access points shown on the Preliminary Plan, right-in-only access from Orange Camp Road to the project site between Interstate 4 and Frontage Road shall be permitted subject to compliance with applicable law, codes and regulations and approval of all agencies and governmental entities having jurisdiction.

2. Transportation System Improvements. Transportation system improvements shall be provided as required by the applicable LDC or LDR based on the results of any TIA performed and as specifically determined in one or more negotiated proportionate share agreement(s) approved prior to approval of the Preliminary Plat or individual lot site plans. No construction shall be authorized until a binding agreement is entered into between the Applicant, Lake Helen, DeLand and any other applicable agency regarding mitigation of traffic impacts associated with the proposed development activity.

3. Operational Restrictions. The Applicant shall establish operational restrictions as part of the Property Owner's Association Covenants for the development on Lot 1 that designates areas and applicable rules for car carriers waiting in queue to offload vehicle inventory. In addition, the Applicant shall similarly establish rules that prohibit any dealership located on Lot 1 from allowing vehicle test drives on any road or street in the cities of DeLand or Lake Helen that are not classified as thoroughfare, arterial or collector roadways or the interstate in the vicinity of the project.

4. Frontage Road. Frontage Road does not currently exist but the right of way for the planned roadway is owned by the Florida Department of Transportation. The Applicant, DeLand and Lake Helen will coordinate with FDOT to facilitate transfer of the Frontage Road right of way to the City of DeLand. The City of DeLand shall permit, subject to compliance with the applicable road

improvement standards in Section 33-90 of the LDRs, construction of Frontage Road to provide access to Lots 1-5. The Applicant, DeLand and Lake Helen shall also coordinate regarding potential changes to the alignment of the northern section of the Frontage Road right of way, located generally east of Lot 5 as shown on the Preliminary Plan, that may shift the roadway to the east to minimize impacts to wetland and conservations lands when the future extension of Frontage Road north into the “Workplace” section of the Victoria Park DRI is constructed. In the event the right of way is shifted to the east, the Applicant and City of DeLand shall enter into a land swap agreement to add portions of the existing right of way to Lot 5 in exchange for the dedication of additional right of way east of the current alignment for Frontage Road.

J. Internal Roadways. Internal roadway(s) shall be constructed in accordance with the applicable requirements and standards of the applicable Land Development Code. Cross access rights will be established as part of the subdivision approval process to ensure each Lot shown on the Preliminary Plan has legal access to an improved public road.

K. Fire Protection. The applicant is responsible for providing adequate onsite water supply and other fire protection improvements to serve the PUD project. The design, capacity, and location of the required water supply and other fire protection improvements shall be as required by the Volusia County or City of DeLand Fire Marshall’s office. Specific fire protection standards shall be required for dealership modules that share a party wall as determined by the Volusia County Fire Marshall.

L. Building or Property Owners Association. Common areas within the Automall development may be operated and maintained by a Property Owner’s Association. The charter and by-laws of any Property Owners Association, and any other agreements, covenants, easements or restrictions shall be furnished to the Cities of Lake Helen and DeLand at the time of creation. The Property Owners Association shall be responsible for maintaining all common areas in a manner and to standards that are comparable to maintenance standards maintained by the adjacent Victoria Park

development. The Applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. In addition, 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 PUD, the Cities of Lake Helen and DeLand shall only enforce the provisions of the "Development Agreement" and their Land Development Codes, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

M. Other Requirements. [reserved]

N. Expiration of Development Agreement. The Applicant shall file a final site plan or overall development plan within five (5) years from the effective date of this Order and Ordinance. Failure to timely file said final site plan or overall development plan shall immediately render the development agreement null and void, unless a minor amendment to extend the time period indicated in this paragraph is approved.

O. Binding Effect of Plans, Recording, and Effective Date. The Master Development Plan, including any and all supplementary orders and Ordinances, and the Preliminary Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, Order and Ordinance and all approved plans shall run with the land.

This Order and Ordinance and all subsequent Orders and Ordinances shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Lake Helen and DeLand 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 each City for their records. The applicant shall pay all filing costs for recording documents.

P. Conceptual Approval: The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the land development regulations. A request for such an amendment shall be reviewed by the applicable zoning enforcement official and may be processed as a minor amendment in accordance with the applicable zoning code. The Applicant agrees to revise and record the revised preliminary plan which reflects any such changes with the Clerk of the Court immediately following the expiration of the 30 day period for appealing Development Review Committee ("DRC") decisions to the City Commission. A copy of the revised preliminary plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the applicable City Administrator or City Manager.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

THIS SIGNATURE PAGE INCLUDED FOR REFERENCE ONLY

CITY OF LAKE HELEN WILL EXECUTE
IDENTICAL DEVELOPMENT AGREEMENT

DONE and ORDERED by the Lake Helen City Commission this ____ day of
_____, 2018.

ATTEST:

CITY OF LAKE HELEN

Becky Witte
Acting City Administrator

Daisy Raisler
Mayor

APPROVED AS TO FORM AND LEGALITY

Scott E. Simpson, City Attorney

ATTEST:

CITY OF DELAND

Michael Pleus
Michael Pleus
City Manager

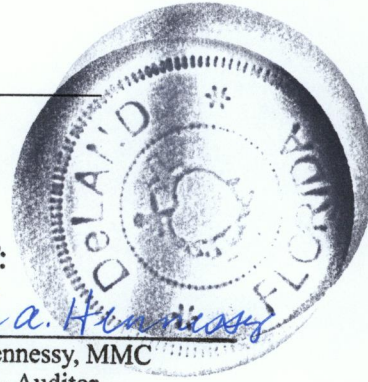
Robert Apgar
Robert Apgar
Mayor

APPROVED AS TO FORM AND LEGALITY

Darren Elkind
Darren Elkind, City Attorney

ATTEST:

Julie A. Hennessy
Julie A. Hennessy, MMC
City Clerk - Auditor



WITNESSES:

Kendra R. Curry
Print: Kendra R. Curry
Chris Graham
Print: Chris Graham

OWNER:

I4 Automall, LLC, a Florida limited liability company

Brendan Hurley
Brendan Hurley, Manager

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 9th day of NOVEMBER, 2018 by Brendan Hurley, as Manager of I4 Automall, LLC, who is personally known to me or who has produced _____ as identification(s).



Julia M Hewitt
NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name: Julia Hewitt
Commission No.: FF946646
My Commission Expires: 12/29/2019

EXHIBIT "A"

Legal Description – City of Lake Helen Property

EXHIBIT "B"

Legal Description – City of DeLand Property

EXHIBIT "C"

Preliminary Plan

EXHIBIT "D"

Automall Architectural Design Standards

EXHIBIT "A"

Legal Description – City of Lake Helen Property



Dewberry Engineers Inc.
131 West Kaley Street
Orlando, FL 32806

407.843.5120
407.649.8664 fax
www.dewberry.com

July 30, 2018

Prepared for: City of Lake Helen

Description: Annexation Parcel Legal Description

Legal Description:

All of lots 2, 3, 4, 12, 13, 14, 15, 16, 17 and a portion of lots 5, 6, 10, 11, 18, 19, 20 & 21, Assessor's Subdivision of the South 1/2 of the Southwest 1/4 of Section 25, Township 17 South, Range 30 East, according to the plat thereof as recorded in Plat Book 20, page 52 of the Public Records of Volusia County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 25; thence N89°51'01"E along the South line of the Southwest 1/4 of the Southwest 1/4 of said Section 25, a distance of 662.44 feet to a point on the southerly projection of the West Right of Way line of Interstate 4 frontage road (per FDOT map project no. P-4738-1); thence N01°01'36"W along said southerly projection a distance of 65.18 feet; thence departing said West line run N89°24'03"E, a distance of 130.13 feet to a point on the East Right of Way line of said Interstate 4 frontage road; thence run along said East Right of Way line the following six (6) courses and distances: thence N00°48'18"W, a distance of 160.00 feet to the point of curvature of a curve concave southeasterly, having a radius of 1136.00 feet, a central angle of 38°52'16", a chord bearing of N18°37'50"E and a chord distance of 756.00 feet; thence northeasterly along the arc of said curve a distance of 770.70 feet to the end of said curve; thence S49°24'41"E, a distance of 18.90 feet; thence N40°35'19"E, a distance of 50.00 feet to the Point of Beginning; thence N49°24'41"W along said Right of Way, a distance of 20.00 feet; thence N40°35'19"E, a distance of 395.17 feet to a point on the North line of the South 1/2 Southwest 1/4 of said Section 25; thence departing the aforesaid East right of way line run S89°56'16"E along said North line, a distance of 405.85 feet to a point on the West line of the East 300 feet of Lot 5 of the aforementioned Assessor's Subdivision of the South 1/2 of the Southwest 1/4 of Section 25, Township 17 South, Range 30 East; thence S00°56'13"E along said West line, a distance of 69.90 feet to a point on the South line of an un-improved platted road (per map book 20, page 52); thence S71°53'57"E along said South line, a distance of 954.80 feet to a point on the East line of the South 1/2 of the Southwest 1/4 of said Section 25; thence S00°58'11"E along said East line, a distance of 737.53 feet to a point on the westerly limited access Right of Way line of Interstate 4 (variable limited access right of way width per FDOT map F.A.P. No. 0042 206 1); thence departing said East line S15°45'34"W along said westerly limited access Right of Way line, a distance of 136.79 feet to a point on the North limited access Right of Way line of Orange Camp Road (variable right way width per FDOT map F.P. No. 408463); thence run along said North right of way the following two (2) courses and distances: thence N89°08'06"W", a distance of 891.90 feet; thence S89°39'54"W, a distance of 77.37 feet to the end of said limited access Right of Way line at the East Right of Way of Stewart road; thence S89°39'54"W, a distance of 100.01 feet to a point on the West Right of Way of Stewart road and continuation of said limited access Right of Way line; thence run S89°40'07"W, along said limited access Right of Way line, a distance of 70.00 feet; thence run along a line 70 feet West of and parallel with said West Right of Way line of Stewart road, N01°00'04"W, a distance of 564.26 feet to a point on the South line of Lot 5 of said Assessor's Subdivision; thence run S89°57'23"W along said South line a distance of 146.44 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 25; thence run N34°15'57"W, a distance of 419.71 feet to the Point of Beginning.

Containing: 1,421,624 Square Feet or 32.64 Acres more or less.

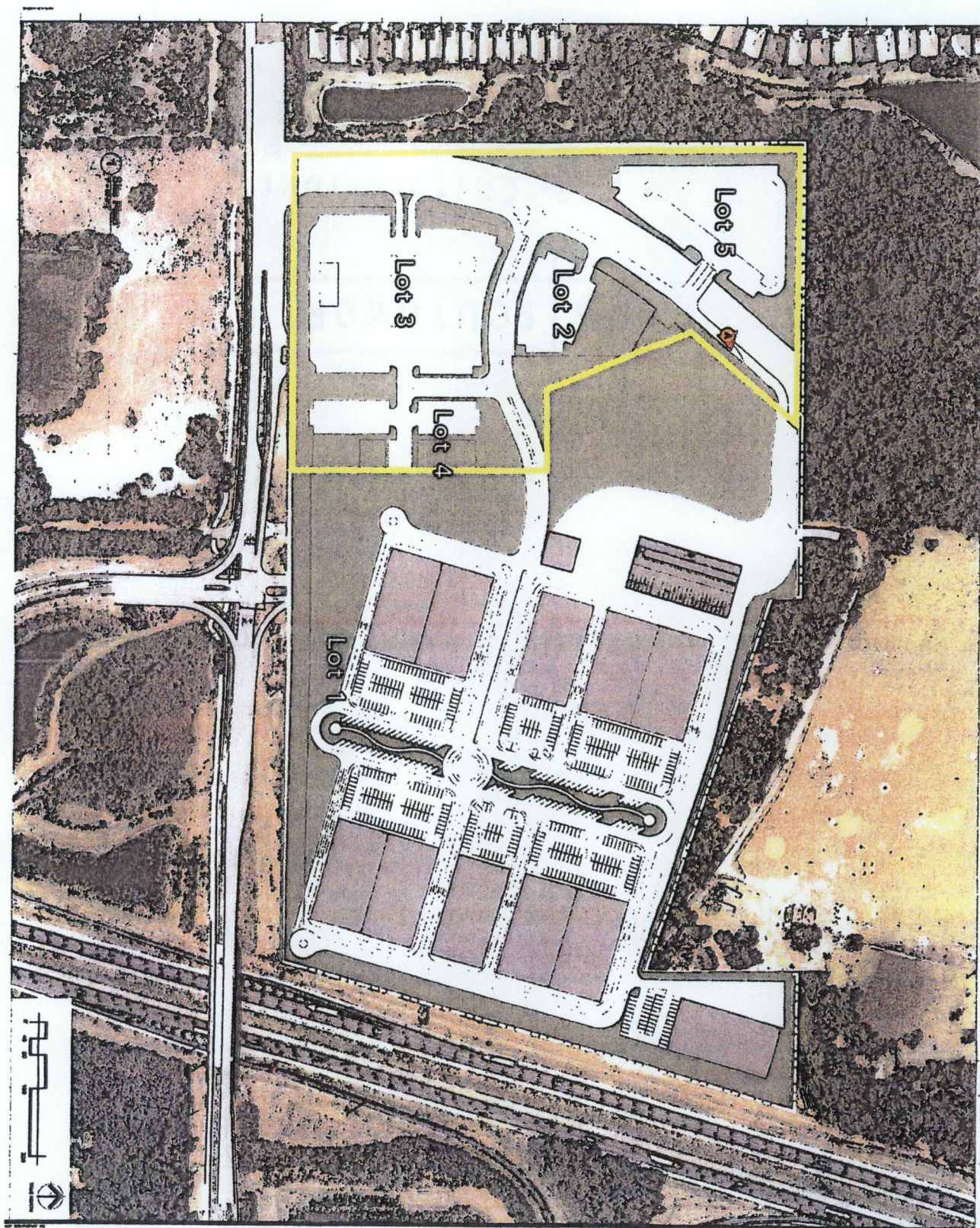
October 26, 2018

Prepared for: City of Deland**Description:** Legal Description For PD - DeLand – Exhibit B**Legal Description:**

A PORTION LOTS 5, 6, 9, 10, OF THE ASSESSOR'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 30 EAST AS RECORDED IN MAP BOOK 3, PAGE 149 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SAID LANDS LYING NORTH OF ORANGE CAMP ROAD AND WEST OF INTERSTATE 4 (SR400) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE N89°51'01"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, A DISTANCE OF 662.44 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST RIGHT OF WAY LINE OF THE INTERSTATE 4 FRONTAGE ROAD (PER FDOT MAP PROJECT NO. P-4738-1); THENCE N01°01'36"W ALONG SAID SOUTHERLY PROJECTION AND WEST RIGHT OF WAY LINE, A DISTANCE OF 105.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°01'36"W ALONG SAID WEST RIGHT OF WAY LINE, AND THE EAST LINE OF VICTORIA PARK NORTHEAST INCREMENT ONE AS RECORDED IN MAP BOOK 48 PAGE 51 AND THE EAST LINE OF VICTORIA PARK INCREMENT TWO NORTHWEST AS RECORDED IN MAP BOOK 50, PAGE 111, A DISTANCE OF 1217.43 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE S89°56'16"E ALONG SAID NORTH LINE, A DISTANCE OF 495.82 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE INTERSTATE 4 FRONTAGE ROAD; THENCE CONTINUE S89°56'16"E ALONG SAID NORTH LINE, A DISTANCE OF 184.19 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 4 FRONTAGE ROAD; THENCE RUN S40°35'19"W ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 395.17 FEET; THENCE RUN S49°24'41"E ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO A POINT SAID EAST RIGHT OF WAY; THENCE DEPARTING THE AFORESAID EAST RIGHT OF WAY LINE, RUN S34°15'57"E, A DISTANCE OF 419.71 FEET TO A POINT LOCATED ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, SAID POINT ALSO BEING ON THE SOUTH LINE OF LOT 5 OF SAID ASSESSOR'S SUBDIVISION; THENCE RUN N89°57'23"E ALONG SAID SOUTH LINE, A DISTANCE OF 146.44; THENCE DEPARTING SAID SOUTH LINE RUN ALONG A LINE THAT IS 70.00 FEET WEST OF AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF STEWART ROAD, S01°00'04"E A DISTANCE OF 564.26 FEET TO A POINT ON THE NORTH LIMITED ACCESS RIGHT OF WAY LINE OF ORANGE CAMP ROAD (VARIABLE RIGHT WAY WIDTH PER FDOT MAP F.P. NO. 408463); THENCE RUN S89°40'07"W, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 317.85 FEET TO THE END OF SAID LIMITED ACCESS; THENCE CONTINUE S89°40'07"W ALONG THE NORTH RIGHT OF WAY OF ORANGE CAMP ROAD, A DISTANCE OF 360.74 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF INTERSTATE 4 FRONTAGE ROAD; THENCE N00°48'18"W ALONG SAID EAST RIGHT OF LINE, A DISTANCE OF 12.81 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID INTERSTATE 4 FRONTAGE ROAD; THENCE RUN S89°24'03"W, A DISTANCE OF 130.13 TO THE POINT OF BEGINNING.

CONTAINING 816,894 SQUARE FEET OR 18.75 ACRES, MORE OR LESS.



A1.01

SITE PLAN

[illegible]

References

Brand Fee

Key Points

NEW FACILITY
14 AUTO MALL

ORANGE CAMP ROAD, BELAND FLORIDA

A NEUMAN HURLEY CHARVAT PEACOCK / ARCHITECTS, INC. PROJECT

HCP

EXHIBIT "D"

Automall Architectural Design Standards

14

I-4 AUTOMALL
Visual Reference Guide



HHCP

Index

- 3 Introduction**
- 4 Overview**
- 5 Facade**
- 6 Curtain Wall**
- 7 Jewel Box**
- 8 Solar**
- 9 Ramp/Retaining Wall**
- 10 Service Doors**

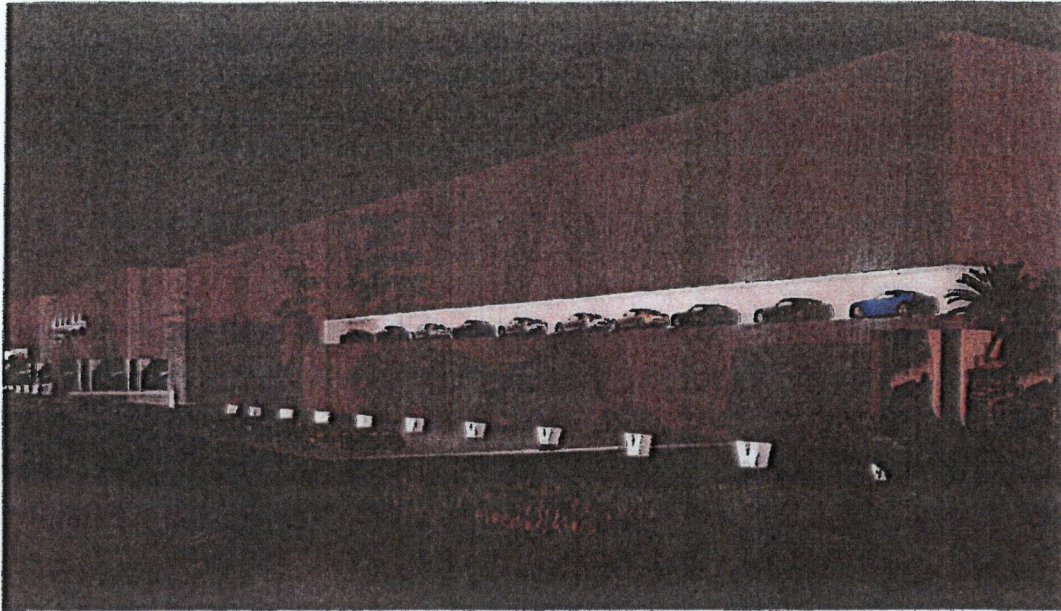
**The I-4 Automall is set to
define a new prototype
dealership concept, tailored
to create a new experience for
buying and selling vehicles.**

The vision for the I-4 Automall is to create a new dealership concept to be used as a prototype for the automobile dealership industry all over the United States. It converts the existing model of car dealerships occupying acres of land covered by inventory of cars for sale backed up by low rise workshops and showrooms, into a campus of dealerships housing vastly improved efficient and customer friendly facilities. Instead of a single dealership occupying 7 to 10 acres, each dealership will now occupy 1.3 acres. The idea of placing several dealerships in one location has now been reimagined so that multiple dealerships can be located on a footprint that is a fraction of the land area typically required. This approach of Modular Design reinforces the Commercial District while achieving pattern book philosophy which will complement the same approach used in adjacent developments and Urban Design Guidelines as a whole.

Now with the auto industry continuing to incorporate the latest developments in technology, this progress is reflected in the high tech materials with sleek contours and bold graphic treatments utilized in the I-4 Automall design.

In recent years the luxury car manufacturers have used the architecture of their buildings as an expression of their style and sophistication. These models can be seen throughout central Florida and it is unlikely to change as the buildings are have now become part of the branding of the various manufacturers. I-4 Automall is conceived as an extension to this branding principle by creating a new experience for buying and selling vehicles that is more akin to going to a shopping mall than a car dealership.

The aim of the project is to create an campus environment which will provide the ultimate in buyer experience and reflects this image in the sleek style of a clean, modern and upscale environment. The aim of the architecture is to achieve maximum impact in the view from I-4 at the entrance on Orange Camp Road, and when visitors are inside the development. The views from other angles are designed to be muted and softened by buffers of trees and shrubbery, creating ample separation from the surrounding community.



14

Construction

Construction of the I-4 Automall will employ a vocabulary of contemporary design features and elements intended to provide a unique and visually appealing experience for both visitors and community neighbors alike. The design approach will be respectful to the environment, employing green design principles intended to minimize the impacts on the surrounding area while engaging pedestrians in a safe and inclusive way.

The primary structural system will be concrete, flat slab with inventory levels accessed by ramps. Special vehicle merchandising modules, the jewel boxes, will be designed as accents along the building perimeters to create visual interest and to highlight specific inventory. Interior facing facades will be single or multi-story clear, insulated glazing. The main concrete structure will be clad in perforated material, with the exposed concrete surfaces finished with a textured pattern and or embossed graphics.

Plan

Each dealership module will employ a 33,020 SF footprint consisting of a service level, showroom level and administrative functions and inventory levels accessed via exterior ramps.

Height

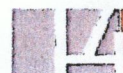
The building height respects the requirements defined by the PUD.

Roof

The roof level will be dedicated primarily for inventory storage, but will also serve the secondary function of accommodating a solar panel system. The solar system will, to the greatest extent possible, contribute to the reduction of energy consumption while also providing shading for vehicle inventory.

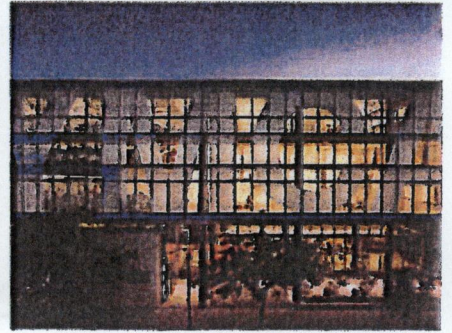
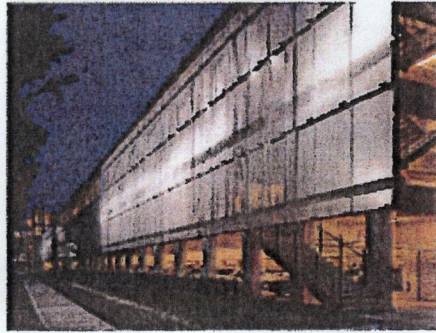
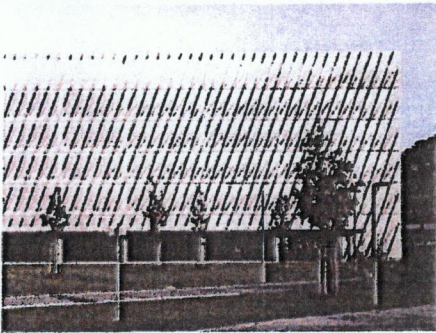
Trademark Elements

- Reduced paved surface areas
- Security, lighting and enhanced customer service experiences
- Unique vehicle merchandising concepts
- Other green building techniques will be studied for potential inclusion in the project. These could include geo-thermal heating and cooling systems, along with rain water collection, harvesting and re-use.



I-4 AUTOMALL Visual Reference Guide

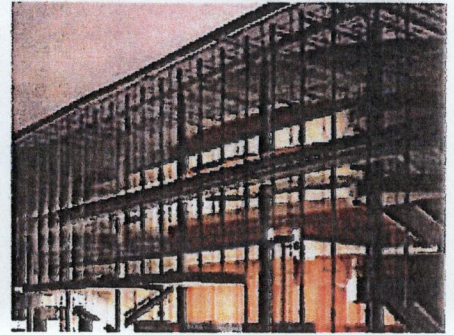
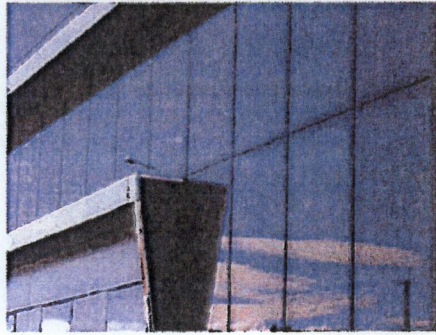
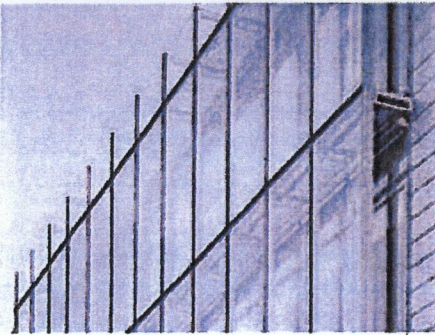
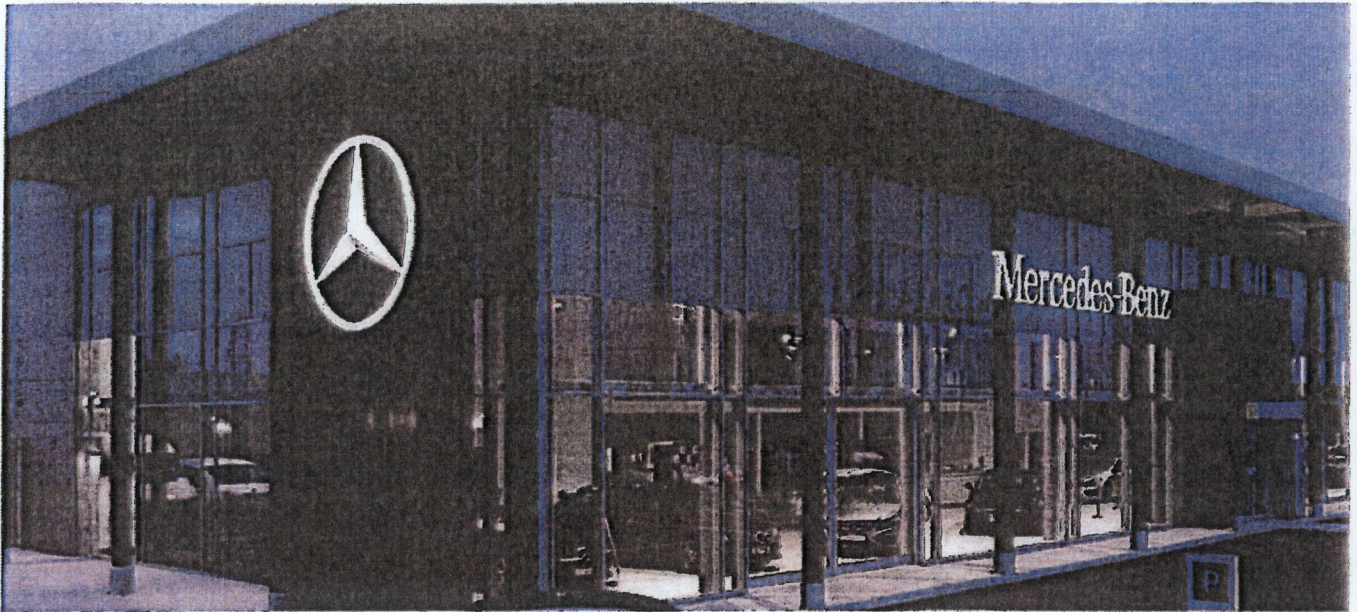
HHCP



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The main concrete structure will be clad in perforated material, with the exposed concrete surfaces finished with a textured pattern and or embossed graphics.

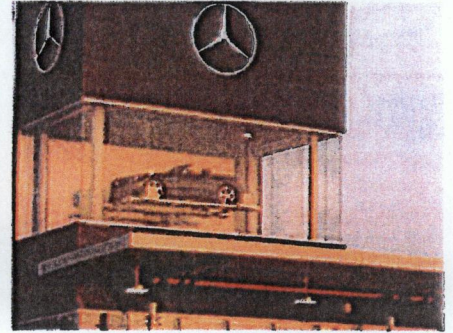
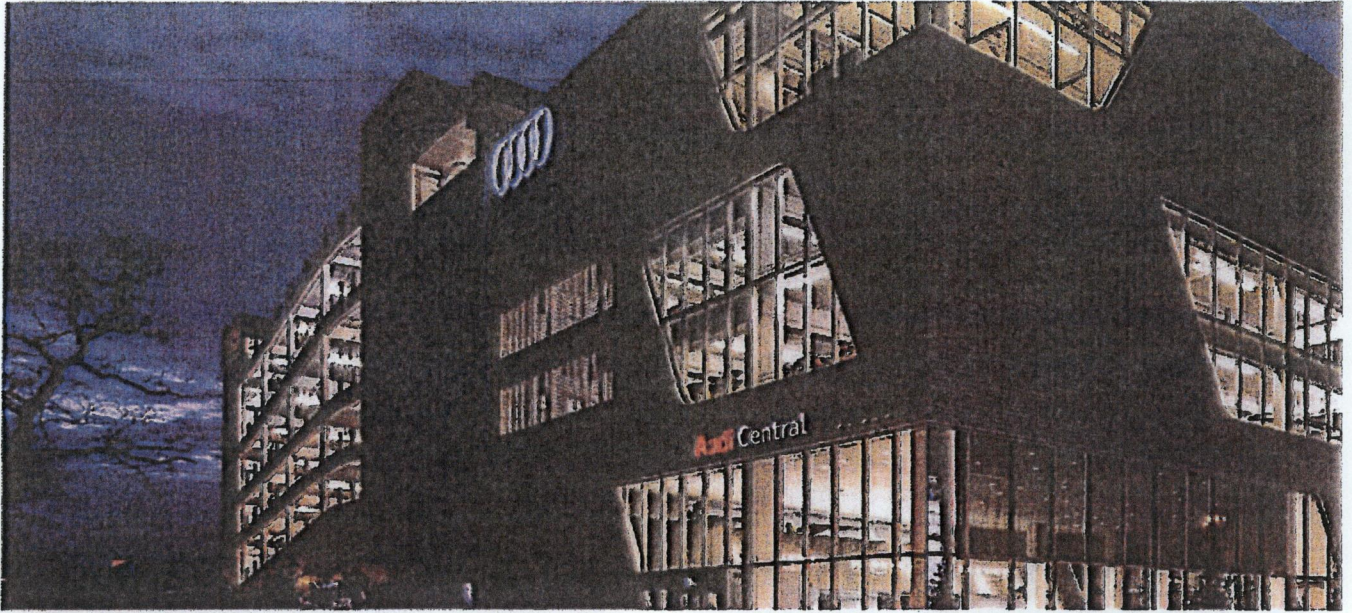
reference images



14

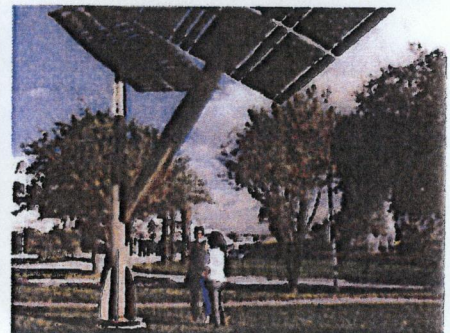
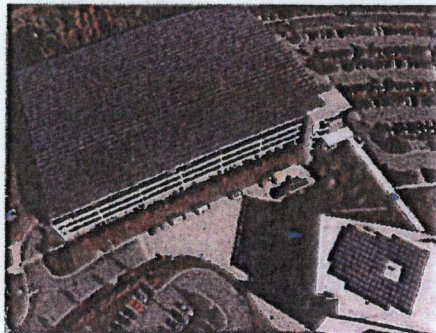
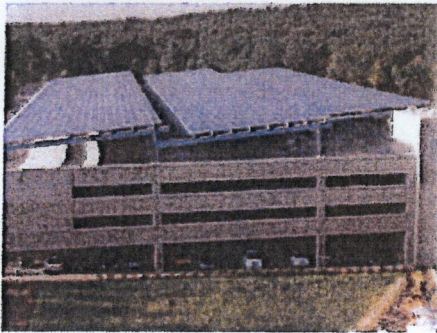
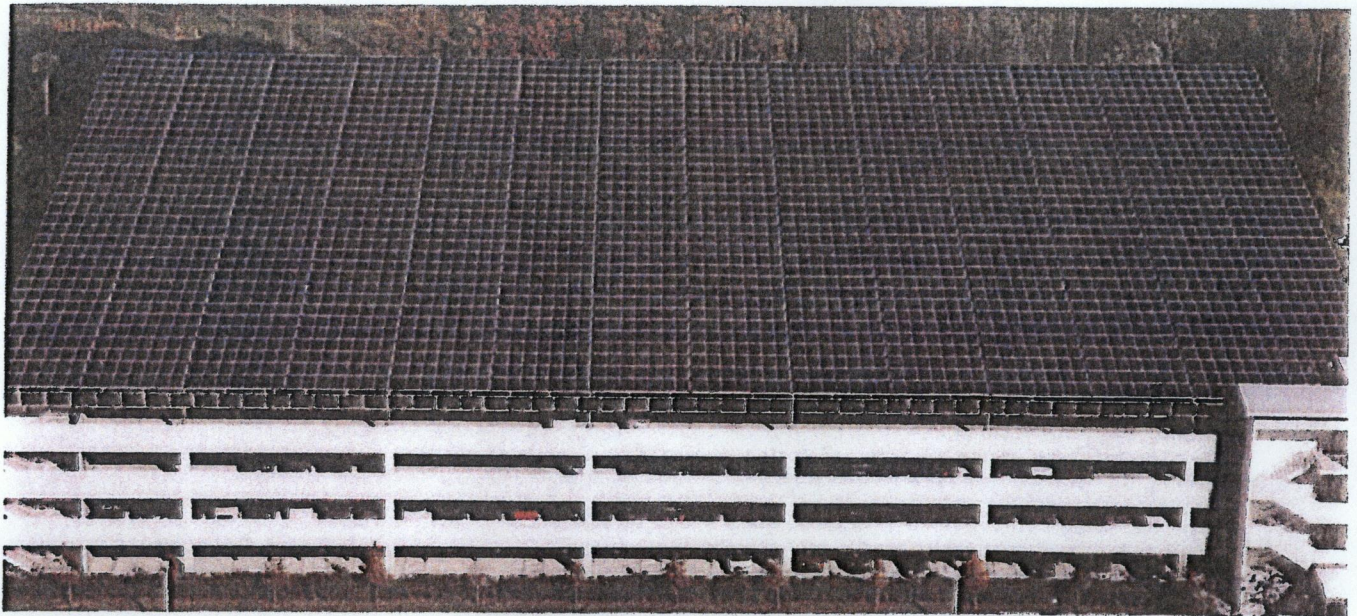
Since the curtain wall is non-structural, it can be made of lightweight materials, thereby reducing construction costs. Glass is used as the curtain wall, allowing natural light to penetrate deeper within the building. The curtain wall facade does not carry any structural load from the building other than its own dead load weight.

reference images



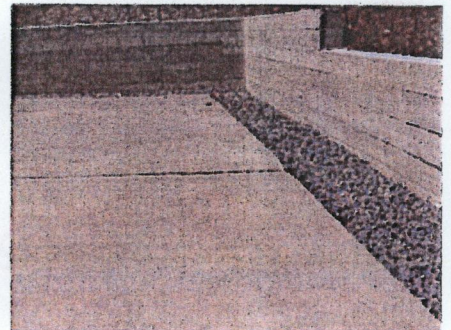
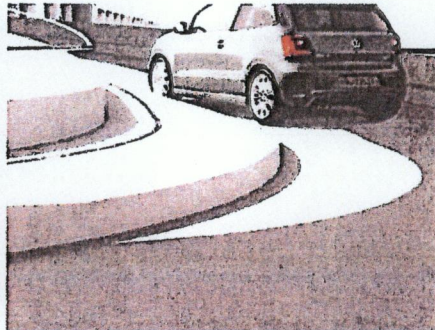
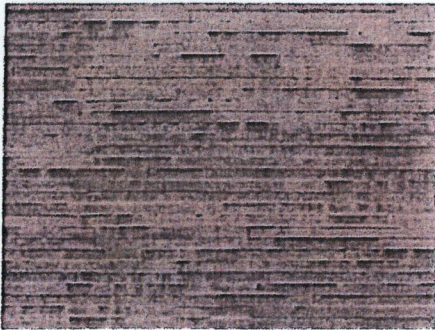
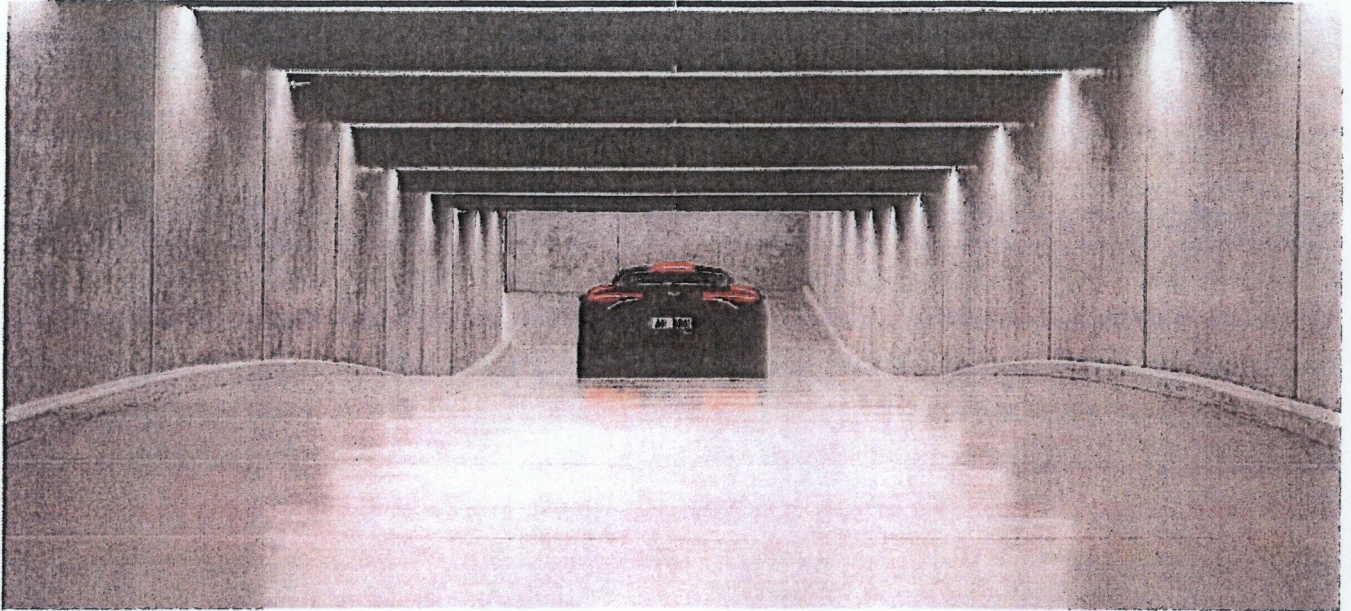
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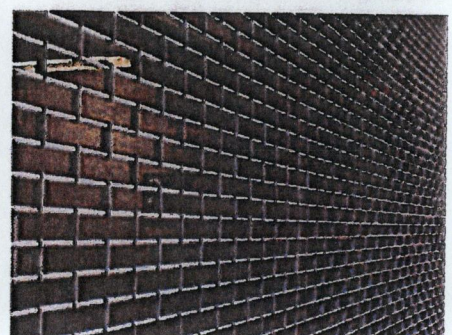
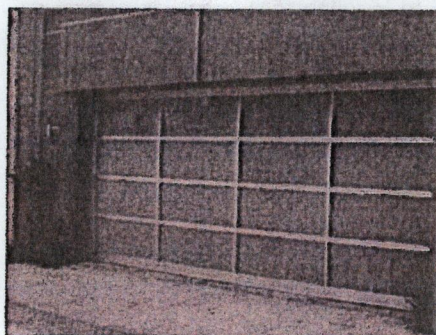
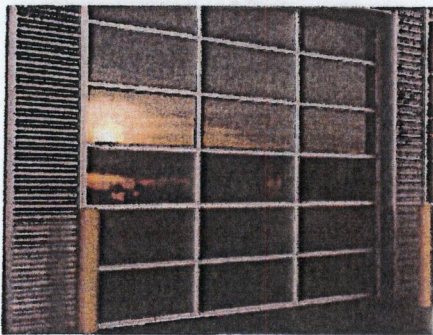
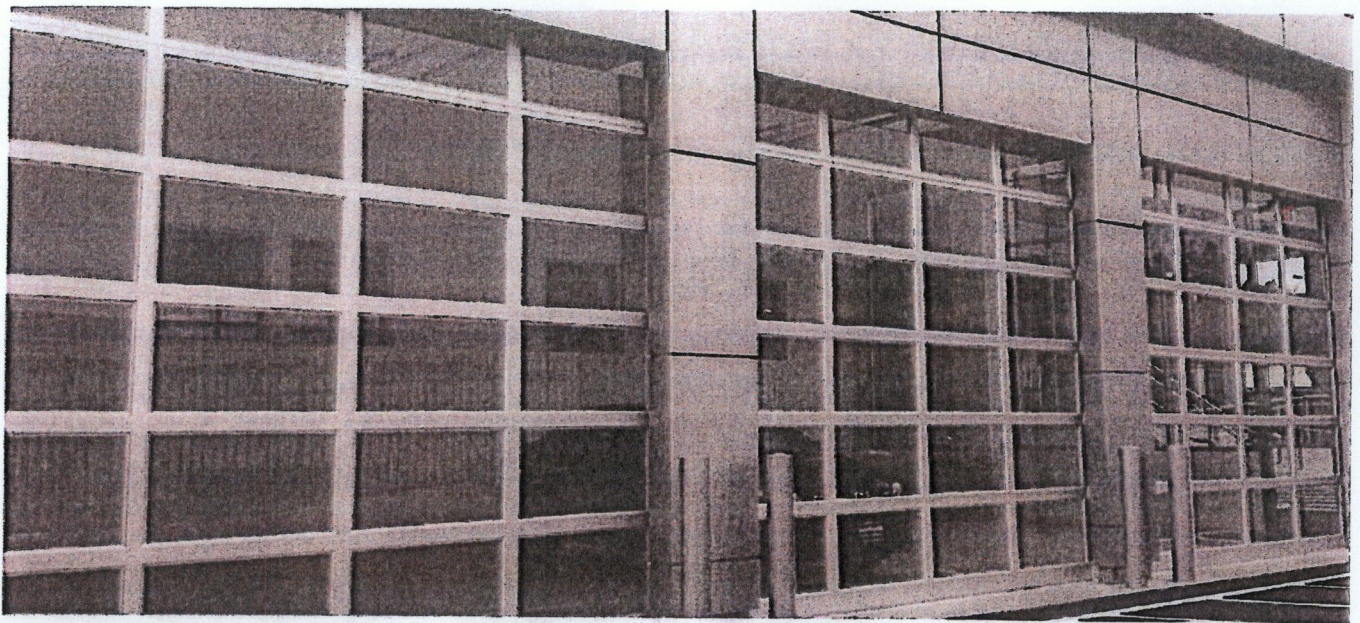
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14

The primary structural system will be concrete, flat slab with inventory levels accessed by ramps.



14

Strategic multiple levels of security allow for an efficient operating facility while also providing patron pedestrian safety.



Gregory Dungan, AIA
Managing Partner

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e: 407.461.1011
Skype: worldarchitect

HHCP.com

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

**State of Florida,
County of Volusia**

Before the undersigned authority personally appeared

Irene Zucker

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

NOTICE OF PUBLIC HEARING

L 2307833

in the Court,
was published in said newspaper in the issues.....

OCTOBER 26, 2018

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

Irene Zucker

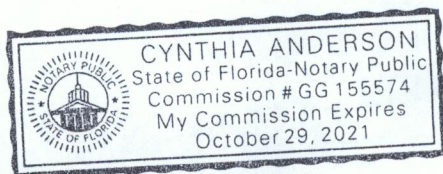
Sworn to and subscribed before me

This **26TH** of **OCTOBER**

A.D. 2018

Cynthia Anderson

49D



DF-0002307833-01

**NOTICE OF PUBLIC
HEARING
CITY COMMISSION
CITY OF DELAND,
FLORIDA**

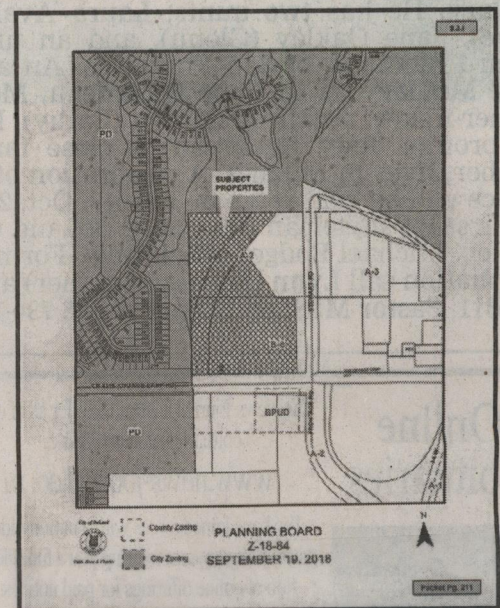
NOTICE IS HEREBY GIVEN that there will be
a Public Hearing on the following Ordinance on
Monday, November 5, 2018 at a regular meeting of
the DeLand City Commission. The meeting will take
place at 7:00 P.M. in the City Commission Chambers,
120 South Florida Avenue, City Hall. All interested
parties are invited to attend and be heard on the matter.

Any person who wishes to appeal any decision made
by the City Commission with respect to any matter
considered at this meeting will need a record of the
proceeding and, thus, may need to ensure that a verbatim
record of the proceeding is made, including the testimony
and evidence upon which an appeal may be based..

The original of the ordinance is on file in the office of the
City Clerk and may be inspected Monday through Friday
from 8:00 A.M. to 5:00 P.M.

ORDINANCE NO. 2018 - 20

**AN ORDINANCE OF THE CITY COMMISSION
OF DELAND, FLORIDA, CHANGING THE
ZONING FROM VOLUSIA COUNTY'S A-2,
RURAL AGRICULTURE AND B-6, HIGHWAY
INTERCHANGE COMMERCIAL TO THE
CITY OF DELAND'S I-4 AUTOMALL PD,
PLANNED DEVELOPMENT ZONING
DESIGNATION, ON PROPERTY LOCATED
AT 1600 ORANGE CAMP ROAD; APPROVING
A PLANNED DEVELOPMENT PLAN
CONSISTING OF APPROXIMATELY
18.75 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.**



**NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF DELAND, FLORIDA**

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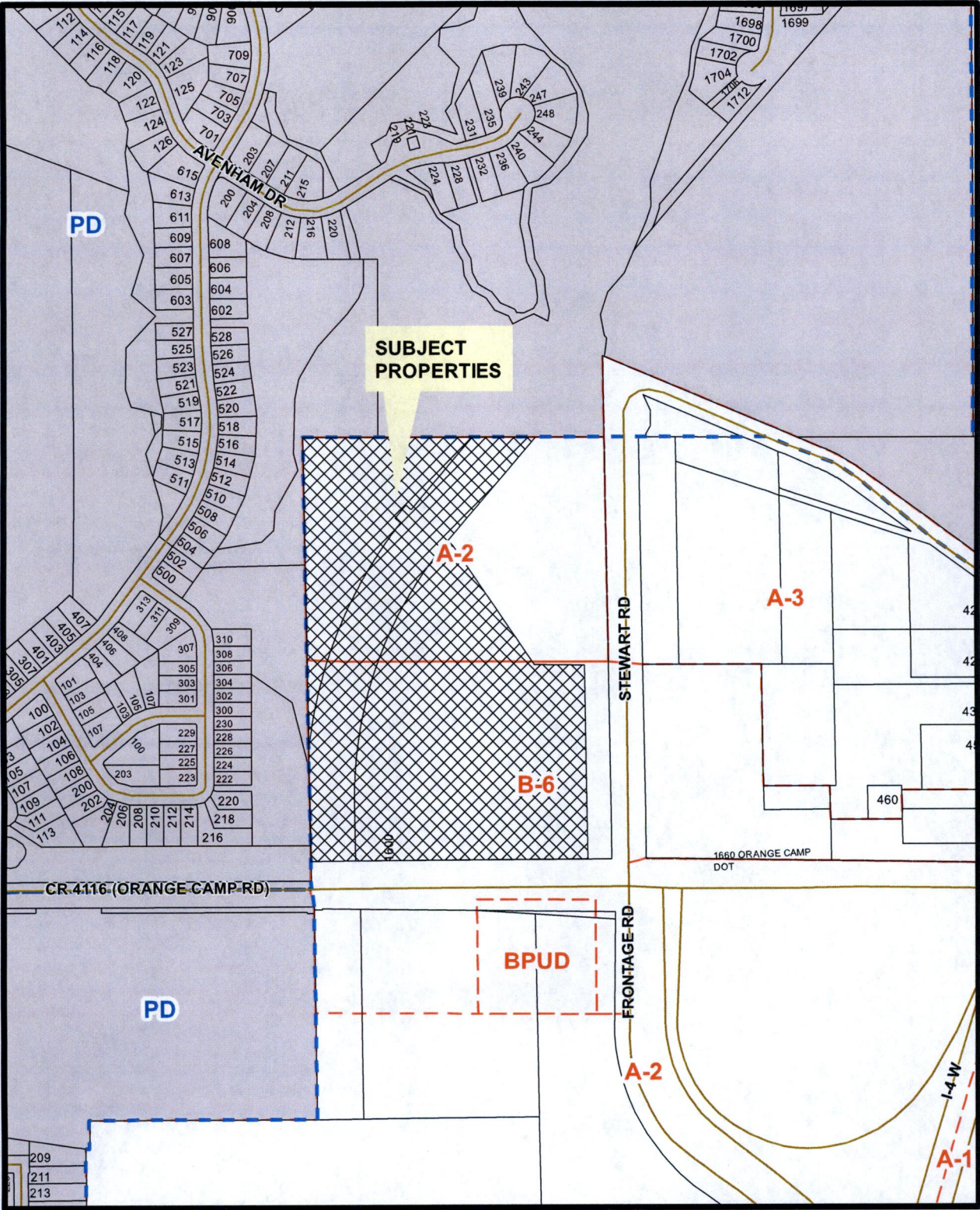
ORDINANCE NO. 2018 - 20

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S A-2, RURAL AGRICULTURE AND B-6, HIGHWAY INTERCHANGE COMMERCIAL TO THE CITY OF DELAND'S I-4 AUTOMALL PD, PLANNED DEVELOPMENT ZONING DESIGNATION, ON PROPERTY LOCATED AT 1600 ORANGE CAMP ROAD; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 18.75 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.

Please publish the above legal advertisement (with map) one time in the local section on the following date: Friday, October 26, 2018 and send proof of publication to:

City Clerk
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

*******NOTE *******Pursuant to law, the advertisement shall be no less than 2 columns wide by 10 inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.



City of DeLand



Faith, Hope & Charity

County Zoning

City Zoning

PLANNING BOARD
Z-18-84
SEPTEMBER 19. 2018





City of DeLand
Z24-089
ORANGE CAMP
DELAND PD

Victoria Park
PD

I-4 Automall
PD

SUBJECT PROPERTY

STEWART RD

CR-4116 (ORANGE CAMP RD)

B-6

B-6

BPUD

Victoria Park
PD

Legend:

-  City Zoning
-  County Zoning



CITY OF DELAND
Request for Commission Action
November 4, 2024

SUBJECT: Request to Schedule Organizational Meeting.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS:

APPROVED BY: Julie Hennessy, City Clerk, October 31, 2024

SUMMARY/HIGHLIGHT:

A general election was held on August 20, 2024 for the election of City Commissioner (Seat 2); the Incumbant for Seat 4 was unopposed and automatically re-elected.

Pursuant to Section 12 of the Charter, "After each general election, the newly elected commissioners shall assume the duties of office at the organizational meeting of the city commission, which shall be held on the third Tuesday in November." Thus, staff requests that the City Commission schedule an organizational meeting for Tuesday, November 19, 2024 at 7:00 p.m.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended that the City Commission schedule the Organizational Meeting for Tuesday, November 19, 2024, and direct the City Clerk to issue a public notice for same.

BACKGROUND/DISCUSSION:

N/A