



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 21, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION Pastor Reggie Williams, Emmanuel Christian Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Presentation re Community Development Block Grant.
2. Proclamation, Black History Month and Presentation of Black History Month Banner Recipients.
3. Proclamation, Rare Disease Day.
4. Presentation re Quarterly Financial Report for the Period Ending December 31, 2021.

CONSENT AGENDA

1. Consideration re Approval of Minutes, February 07, 2022.

It is recommended that the City Commission approve the February 07, 2022 Minutes.

2. Resolution Approving Budget Amendment for FY 21-22.

Presentation of first quarter budget amendment recognizing anticipated actual revenues and expenditures.

3. Consideration re Recognition of Sublease Agreement, 600 Summerhill Drive.

The lease is with Dana Safety Supply, which was previously approved to occupy a different building in the same industrial park. Notification to, and consent by, the City of DeLand is required.

4. Resolution Approving Sole Source Provider of Land Management Permitting Software.

Staff recommends the City Commission approve the Accela Subscription.

5. Resolution Approving City Works Enterprise Annual Sole Source License Agreement.

It is recommended the City Commission approve the annual cost of Cityworks Enterprise annual license agreement.

6. Resolution Approving Stetson Pole Banners on North Woodland Boulevard.

Stetson University has requested permission to install twenty (20) pole banners along North Woodland Boulevard from Pennsylvania Avenue South to Michigan Avenue.

7. Resolution Approving Sole Source Purchase of MTT Series Trailer.

Staff recommends that the City Commission approve the Sole Source Resolution to purchase the MTT Fuel Trailer in the amount of \$46,728.96.

8. Consideration re Agreement for Professional Design Services Between Mead & Hunt and the City of DeLand for Wiley M. Nash Water Reclamation Facility Expansion & Upgrades.

Staff recommends that the City Commission authorize Mead & Hunt, Inc. to perform the professional engineering services.

9. Consideration re Change Order No. 7 – Fire Station No. 81 and Police Evidence Building.

Staff recommends that the City Commission approve Change Order No. 7, in the amount of \$43,459.40, for the new Fire Station and Police Evidence Building.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Consideration re Appointments to Historic Preservation Board.

Staff is recommending that the City Commission make reappointments to the Historic Preservation Board.

OLD BUSINESS

1. Second Reading of Ordinance No. 2022-01, Approving Code Enforcement Lien Amnesty Program.

The City has implemented a Code Enforcement Lien Amnesty Program since 2016 by means of the adoption of resolutions. It is now proposed that the City Commission continue to provide property owners with a Code Enforcement Lien Amnesty Program by means of the enactment of an Ordinance providing for the Program.

NEW BUSINESS

1. First Reading of Ordinance Annexing Two Parcels of Property Totaling Approximately 26.01 Acres, Located at the Northwest Corner of South Blue Lake Avenue and East Taylor Road.

The applicant, Mr. Michael Woods, Esq., Cobb Cole, for property owners Stewart Family Properties, LLC, has submitted an application to annex approximately 26.01 acres located at the northwest corner of the intersection of South Blue Lake Road and East Taylor Road.

2. First Reading Ordinance Changing the Land Use Designation of Certain Property Located on the Northwest Corner of South Blue Lake Avenue and East Taylor Road from Volusia County's Rural to City of DeLand Urban Low Intensity.

The applicant, Mr. Michael Woods, Esq., Cobb Cole, is requesting the future land use designation be amended for a parcel located on the northwest corner of South Blue Lake Avenue & East Taylor Road, from Volusia County's Rural land use designation to the City of DeLand's Urban Low Intensity land use designation.

3. First Reading of Ordinance Changing the Zoning from Volusia County's A-2, Rural Agriculture, to City of DeLand Taylor Ridge Planned Development, Located at the Northwest Corner of South Blue Lake Avenue and East Taylor Road, Approximately 26.01 Acres of Property.

The applicant, Michael Woods of Cobb Cole, is requesting to amend the zoning designation of the subject properties from Volusia County's – A-2 (Rural Agriculture), to City of DeLand – Taylor Ridge PD in order to create a 71 lot single family subdivision.

4. First Reading of Ordinance Changing the Zoning of Approximately 2.09 Acres of Property, Located at 425 South Woodland Boulevard, from City of DeLand's C-2, General Commercial and R-1, Single Family to 425 South Planned Development.

The application is to change the zoning from C-2 and R-1 to 425 South PD for the development of a 2-story office/business building, parking and stormwater retention area on the property.

5. First Reading of Ordinance Amending Chapter 4 of the Code Relating to the Tethering of Dogs and Cats.

Approval of an Ordinance on first reading relating to a prohibition against the tethering of dogs and cats.

6. Resolution Approving Final Plat, Woodland Village.

The applicant, Kimberly Buck, P.E. for owner Starlight Homes Florida LLC, has submitted a final plat for Woodland Village. The subdivision will contain 89 single-family lots ranging in size from 40 to 55 feet in width.

7. Resolution Approving Preliminary Plat, Manchester Neighborhood PD Phase 1A.

Staff recommends approval of the preliminary plat for Phase 1A, subject to addressing Staff, Planning Board and any Commission comments.

8. Resolution Approving Preliminary Plat, Manchester Neighborhood PD Phase 1B.

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

9. Consideration re TPO Grant for a Feasibility Study to Determine Multimodal Route to SunRail Station.

City Commission to consider submitting an application to the River to Sea TPO for a feasibility study to be conducted to determine the best route from the Charles Pavia Trail out to the Spring-to-Spring Trail and the SunRail station.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



City of DeLand

CDBG Public Presentation for FY 2022-2023

February 21, 2022

Mission

For the last 27 years, the City of DeLand has utilized the Community Development Block Grant (CDBG) program funds to benefit its community.

The CDBG program became law in 1974 (*48 years*) and has been instrumental in providing valuable community services and is the principle source of federal funding for local governments to improve the physical, economic, and social conditions in their communities.

Presentation

This presentation provides an opportunity for the public to give comments, suggestions and apply for funding regarding capital improvement projects (*i.e. street & sidewalk improvement*) and program activities (*i.e. community outreach initiatives*) related to the future planning of the Community Development Block Grant program for Fiscal Year 2022-2023.

Subrecipients

The City of DeLand may allocate a portion of its CDBG funds to the following agencies, referred to as Subrecipients:

- Governmental Non-Profits – public agencies, commissions, or authorities that are independent of the City. Example: Housing Authority, District Water Commission.
- Private Non-Profits – corporations, associations, agencies, or religious organizations with IRS 501 (c)(3) non-profit status.
- Private For-Profits – limited.

Objectives

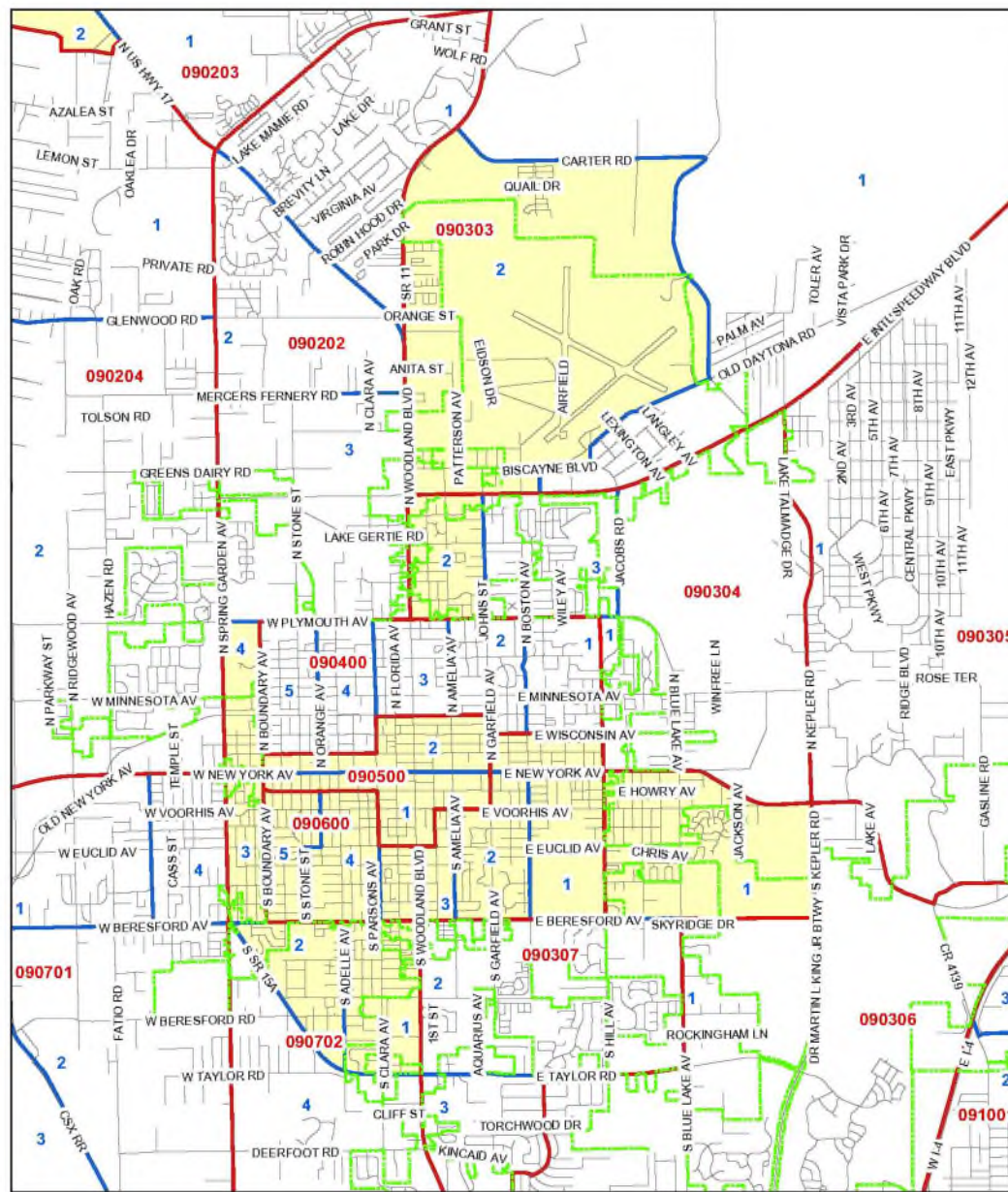
Agencies must meet defined objectives:

- Eligible Activity – *refer to CDBG Eligible Activities*
- National Objective –
 - * Benefit low-to-moderate income (LMI) persons, at least 50.78%
(*refer to the yellow Designated Target Areas on the DeLand Census LMI Map*)
 - * Prevent slums or eliminate blight
 - * Meet a particularly urgent need (jobs, housing, etc.)
- DeLand Community Objective –
 - * Neighborhood Renewal & Infrastructure Replacement
 - * Education, Culture and the Arts, Community Quality of Life

CDBG ELIGIBLE ACTIVITIES

Acquisition of Real Property
Disposition
Public Facilities and Improvements (General)
 Senior Centers
 Centers for the Disabled
 Homeless Facilities
 Youth Centers
 Neighborhood Facilities
 Parks Recreation Facilities
 Parking Facilities
 Solid Waste Disposal Improvement
 Flood/Drainage Improvement
 Water/Sewer Improvement
 Street Improvement
 Sidewalk Improvement
 Child Care Centers
 Tree Planting
 Fire Station/Equipment
 Health Facilities
 Abused and Neglected Children Facilities
 Asbestos Removal
 Facilities for AIDS Patients (not operating costs)
 Operating Costs of Homeless/AIDS Patients Programs
Clearance/Demolition
 Cleanup of Contaminated Sites
Public Services (General)
 Senior Services
 Services for the Disabled
 Legal Services
 Youth Services
 Transportation Services
 Substance Abuse Services
 Battered and Abused Spouses
 Employment Training
 Crime Awareness
 Fair Housing Activities
 Tenant/Landlord Counseling
 Child Care Services
 Health Services
 Abused and Neglected Children
 Mental Health Services
 Screening for Lead Based Paint/Lead Hazards
 Subsistence Payments
 Homeownership Assistance (Not direct)

Rental Housing Subsidies
Security Deposits
Interim Assistance
Urban Renewal Completion
Relocation
Loss of Rental Income
Removal of Architectural Barriers
Privately Owned Utilities
Construction of Housing
Direct Homeownership Assistance
Housing Rehabilitation – Single-Unit Residential
 Housing Rehabilitation – Multi-Unit Residential
 Public Housing Modernization
 Rehabilitation – Other Publicly-Owned Residential Buildings
 Rehabilitation – Publicly or Privately Owned Commercial/Industrial
 Energy Efficiency Improvements
 Acquisition for Rehabilitation
 Rehabilitation Administration
 Lead Based Paint/Hazards Test/Abatement
Code Enforcement
Residential Historic Preservation
 Non-Residential Historic Preservation
Commercial/Industrial Land Acquisition/Disposition
 Commercial/Industrial Infrastructure Development
 Commercial Industrial Building Acquisition, Construction, Rehabilitation
 Other Commercial/Industrial Improvements
Economic Development – Direct Financial Assistance to For-Profits
 Economic Development – Technical Assistance
 Micro-Enterprise Assistance
CDBG Funding of HOME Administration
 CDBG Funding of HOME CHDO Operating Costs
 CDBG Non-Profit Organization Capacity Building
 CDBG Assistance to Institutes of Higher Learning
 CDBG Operation and Repair of Foreclosed Property
Planned Repayments of Section 108 Loans
 Unplanned Repayments of Section 108 Loans
Planning
Indirect Costs
Public Information
Fair Housing Activities
Submissions or Applications for Federal Programs



- Legend**
- Census Tract w/ Tract Number
 - Blockgroups w/ Blockgroup Number
 - Blockgroups Greater than 50.42% Low-Mod Income
 - City Boundary

DELAND
(updates in progress)



Date: 7/1/2014



Requirements

- Agencies must execute a Subrecipient Agreement with the City, must be environmentally cleared by Volusia County, receive authorization to proceed from HUD before starting the Project/Activity, and attend Volusia County's subrecipient training
- Projects and Activities must be completed within the Fiscal Year – October 1st to September 30th – and is based on reimbursement (*agency to pay first and provide receipts*)

Note:

- Public Service Activities require income qualification for direct services
- Capital Improvement Projects require certification of construction from the City Engineer, agencies must have an active federal status ([sams.gov](https://www.sams.gov)) and must adhere to the HUD Labor Standards of The Davis-Bacon Act and The Copeland Anti-Kickback Act

Funding

- The City of DeLand manages **Non-Housing** requests – funding is 85% for Capital Improvement Projects and 15% for Public Service Activities.
- Volusia County manages **Housing** requests.

Community Assistance

110 West Rich Avenue, DeLand, FL 32720

(386) 736-5955 / CDBG@deland.org

- Volusia County directs its cities to prepare requests from the previous fiscal year funding allocation until further notice from HUD in late spring. Last fiscal year's CDBG Allocation for the City of DeLand was \$223,052 (*refer to CDBG Budget*).

CDBG Budget – Fiscal Year 2021-2022

Capital Improvement Projects (85%):

\$ 120,000	Public Works – Right-of-Way & ADA Improvements – Stone St.
\$ 28,065	Parks & Rec. – Chisholm Center Playground Shade Structure
<u>\$ 41,530</u>	Utilities – Standby Generator for Lift Station #54
\$ 189,595	<i>(south of Dr. Joyce M. Cusack Resource Center)</i>

Public Service Activity (15%):

\$ 33,457	Dr. Joyce M. Cusack Resource Center – Personnel
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\$ 223,052 CDBG Total Allocation



Next Steps

If you are interested or would like more information about the program, please complete the Attendance Sheet located in the rear of the Commission Chambers; a Schedule and a copy of this presentation are also provided.

MarLa Ivey

Community Development Coordinator

City of DeLand

120 South Florida Avenue, 1st Floor, DeLand, FL 32720

386-626-7018 / iveym@deland.org



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, Black History Month began in 1926 as the Negro History Week by Carter G. Woodson and the Association for the Study of African American Life and History; and

Whereas, currently and throughout our history many African Americans have played significant roles in the City of DeLand's economic, cultural, spiritual and political development; and

Whereas, African Americans embrace their cultural heritage in various ways including events sponsored by the African American Museum; and

Whereas, Black History Month is a time to reflect on and appreciate the contributions of African Americans to our city and country; and

Whereas, all of us should celebrate the many accomplishments and achievements of African Americans in every field of endeavors; and

Whereas, all citizens are encouraged to learn African American history today and everyday; and

Whereas, during the month of February in the City of DeLand's historical downtown Black History Month banners are displaying the faces and accomplishments of DeLand's black community members. The Black History Month banner program was created in 2019 by the Greater Union Life Center and local community leaders. Each year different recipients are chosen through an application and committee selection process; and

Whereas, the Greater Union Life Center felt the need in the community to showcase prominent black figures during black history month to educate, inform and inspire all who walk or drive through Downtown DeLand. The Black History Month banners have become a significant staple within our community and we are grateful for the opportunity to showcase such a great history.

Whereas, The City of DeLand is proud to honor the history and contributions of African Americans in our City and throughout the nation.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim the month of February 2022 as:

Black History Month

in the City of DeLand and encourage all citizens to celebrate Black History month and to recognize the significant contributions of African Americans to our City and nation.

Done and proclaimed this 7th day of February 2022.

Robert F. Apgar, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, according to the National Institutes of Health, there are more than 7,000 diseases and conditions considered rare in the United States (each affecting fewer than 200,000 Americans); and

Whereas, while each of these diseases may affect small numbers of people, rare diseases as a group affect an estimated 30 million Americans; and

Whereas, rare diseases are serious and debilitating conditions that have a significant impact on the lives of those affected; and

Whereas, only 5% of rare diseases have FDA approved treatments, and millions of Americans still have rare diseases for which there is no approved treatment; and

Whereas, individuals and families affected by rare diseases often experience problems such as diagnosis delay, difficulty finding a medical expert, and lack of access to treatments or ancillary services; and

Whereas, while the public is familiar with some rare diseases and sympathetic to those affected, many patients and families affected by less widely known rare disease bear a large share of the burden of funding research, and raising public awareness to support the search for treatments, and thousands of residents of Florida are among those affected by rare diseases, since nearly one in 11 Americans has rare diseases; and

Whereas, the last day of February each year is recognized globally as Rare Disease Day, with thousands of patients and caregivers, medical professionals, researchers, companies developing orphan products to treat people with rare diseases, and others in the United States and around the world will participate in this observance.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim, February 28, 2022 as:

“Rare Disease Day”

in the City of DeLand and urge all citizens of DeLand to help raise awareness of Rare Diseases and support efforts being made to help those affected by these conditions.

Done and proclaimed this 21st day of February 2022.

Robert F. Apgar, Mayor

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Presentation re Quarterly Financial Report for the Period Ending December 31, 2021.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Quarterly Financial Report - 12/31/2021

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

Attached is a copy of the City's Quarterly Financial Report for the quarter ended December 31, 2021. The Quarterly Financial Report is a supplemental report intended to provide information regarding the financial position of each fund and includes a review of balance sheets and schedules on revenues and expenditures.

The Quarterly Financial Report is an attempt to bring to you a concise and readable interim report, and is not a substitute for the Comprehensive Annual Financial Report issued at the end of each fiscal year after the independent audit of the City's financial records. This Quarterly Financial Report covers three months of the fiscal year, a representation of twenty-five percent of the year. A brief presentation will be made regarding the financial position of each of the major funds of the City.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends the City Commission acknowledge acceptance of the Quarterly Financial Report as presented.

BACKGROUND/DISCUSSION:

General Fund - Revenues of the General Fund are \$16,334,039 as of December 31, 2021 and represent 46% of revenues budgeted exclusive of those revenues considered non-revenues.

Property taxes are at 74% realization due to the fact that the majority of property owners avail themselves of the discounts associated with paying their property taxes before the due date. This is slightly less compared to the same quarter last year which was at 82% realized property tax revenue. Permits, Fees and Special

Assessments are at 70% realization mainly due to Local Business Taxes that are collected early in the fiscal year. Likewise, charges for services are at 60% realization mainly due to tree replacement revenues received through the first quarter greatly exceeding budget. Other significant revenues are within expected ranges.

General Fund expenditures are at 20% of budgeted funds as of December 31, 2021. Expenditures by category as a percentage of appropriated funds are personnel 21%, operating 24%, grants and aid 0%, contingencies 0% and transfers to other funds 11%.

Contingencies include planned savings of \$200,000 for the Hurricane Reserve and \$12,500 for the Sanborn Center Reserve.

Undesignated Fund Balance - The City will manage its fiscal resources to ensure funding for the operation of the City is not disrupted. A reserve equivalent to two months' operating needs shall be maintained in the General Fund. The funds available for this reserve are estimated to be \$6,366,906, which represents a reserve surplus of \$324,419 above the required two-month Undesignated Reserve of \$6,042,488 at December 31, 2021.

Confiscated Trust Fund - Confiscated Trust Fund revenues are \$47 or 1% of budget, while expenditures are \$2,549 or 86% of budget as of December 31, 2021.

Homeless Shelter Fund - Revenues of the Homeless Shelter Fund are \$101,420 as of December 31, 2021 and represent 27% of revenues budgeted. Revenues include \$12,500 or 25% of budgeted transfers from the General Fund. Expenditures are at \$124,659 or 21% as of December 31, 2021.

Spring Hill Community Redevelopment Trust Fund - Revenues realized at December 31, 2021 are \$328,365, which represents 71% of the budget. Revenues from all taxing agencies have been billed. All have been received except the Hospital Authority.

Spring Hill Community Redevelopment Trust Fund expenditures are at 12% of budgeted funds as of December 31, 2021. Expenditures by category as a percentage of appropriated funds are personnel 23%, operating 12%, capital outlay 43%, grants and aid 0%, contingencies 0% and transfers to other funds 40%.

Governmental Impact Fees Trust Fund - Revenues realized at December 31, 2021 are \$405,110, which represents 42% of the budget. The Governmental Impact Fees Trust Fund was established to budget and account for projects using revenue collected from Police, Fire, Parks and Recreation, and General Government Building Impact Fees paid by new construction.

Governmental Impact Fees Trust Fund expenditures are at 34% of budgeted funds as of December 31, 2021. 97% of budgeted expenditures are transfers to other funds.

Downtown Community Redevelopment Trust Fund - Revenues realized at December 31, 2021 are \$554,954, which represents 93% of the budget. Revenues from all taxing agencies have been billed. All have been received except the Hospital Authority.

Downtown Community Redevelopment Trust Fund expenditures are at 7% of budgeted funds as of December 31, 2021. Expenditures by category as a percentage of appropriated funds are operating 19%, capital outlay 1%, grants and aid 0%, contingencies 0% and transfers to debt service fund 52%.

Grant & Special Revenues Fund - Revenues realized at December 31, 2021 are \$120,425, which represents 2% of the budget. The Grant & Special Revenues Fund was established to budget and account for all capital projects and expenditures relating to grants which fund non-payroll operating expenses. As of December 31, 2021, \$44,669 or 2% was transferred from other funds.

The Grant & Special Revenues Fund expenditures are at 1% of budgeted funds as of December 31, 2021. Expenditures in this fund are based on the timing of projects and will not always follow the normal benchmarks for a given quarter.

Debt Service Fund - Revenues for this fund consists of transfers from other funds used to pay debt payments for the current fiscal year. As of December 31, 2021, \$786,686 has been transferred, which represents 44% of the budgeted amounts. Likewise, expenditures are at 44% as of December 31, 2021.

Capital Projects Fund - Revenues for this fund are \$356,959 or 10% of budgeted funds. Revenues include transfers from other funds which are recognized when expenses are incurred for each project and will not always follow normal benchmarks for the quarter.

Capital Projects Fund expenditures are 506,025 or 13% of budgeted funds as of December 31, 2021.

Water & Sewer Fund - Revenues realized at December 31, 2021 are \$6,246,035, representing 24% of the budget for this year.

Water & Sewer Fund expenditures are \$5,175,389 or 11% of budgeted funds as of December 31, 2021. Expenditures by category as a percentage of appropriated funds are personnel 19%, operating 15%, capital outlay 6%, services provided by the general government 25%, contingencies 0% and transfers to other funds 23%.

Undesignated Reserves - The City will manage its fiscal resources to ensure funding for the operation of the City is not disrupted. A reserve equivalent to three month's operating needs shall be maintained in the Water & Sewer Fund. The funds available for this reserve are estimated to be \$7,438,948, which represents a reserve surplus of \$2,640,883 above the required three-month Undesignated Reserve of \$4,798,065 at December 31, 2021.

Municipal Airport Fund - Revenues realized at December 31, 2021 are \$635,083, which represents 7% of the budget. As of December 31, 2021, no Federal or State grant monies have been received because grant related projects are either in their very early stages or have not started yet.

Municipal Airport Fund expenditures are \$427,126 or 4% of budgeted funds as of December 31, 2021. Expenditures by category as a percentage of appropriated funds are personnel 20%, operating 22%, capital outlay 0%, services provided by the general government 25%, and transfers to other funds 16%.

Refuse Collection Fund - Revenues realized at December 31, 2021 are \$1,031,274, which represents 25% of the budget.

Refuse Collection Fund expenditures are at 17% of budgeted funds as of December 31, 2021. This includes the contractual payments made to our solid waste hauler. Expenditures are less than 25% due to the timing of contractual payments made to date.

Stormwater Fund - Revenues realized at December 31, 2021 are \$1,097,688, which represents 54% of the budget. In addition to billing stormwater fees monthly for property within the City limits to owners of property that have separate water/sewer accounts, an annual stormwater fee is billed at the end of each calendar year for property within the City limits to owners of property that is leased or developed parcels that do not have separate water/sewer accounts.

Stormwater Fund expenditures are \$284,284 or 8% of budgeted funds as of December 31, 2021. Expenditures by category as a percentage of appropriated funds are personnel 16%, operating 8%, capital outlay 3%, services provided by the general government 25% and transfers to other funds 15%.

Permits & Inspections Fund - Revenues realized at December 31, 2021 are \$487,046, which represents 29% of the budget.

Permits & Inspections Fund expenditures are \$538,630 or 16% of budgeted funds as of December 31, 2021. Expenditures by category as a percentage of appropriated funds are personnel 20%, operating 6%, capital outlay 6%, services provided by the general government 25% and transfers to other funds 4%.

Cash Management - The investments held by the City at December 31, 2021 have a book value of \$38,493,000, a par value of \$38,500,000 and a market value of \$37,780,420. The blended rate of return as of December 31, 2021 was 0.65% with a weighted average maturity for the portfolio of 3.82. The Investment Policy sets a performance measurement for the City's portfolio with the objective of exceeding the average return on three-month US Treasury Bills or the average rate on federal funds, whichever is higher. The average return on three-month US Treasury Bills was 0.06%, while the average rate on federal funds was 0.08%. As of December 31, 2021, the City has an unrealized loss of \$712,580.

At December 31, 2021, 65% of the City's portfolio was in liquid assets (cash and commercial paper). The primary liquid investments include the Wells Fargo Pooled Cash account, money market accounts at Seaside Bank and Seacoast Bank, and a money market account at Morgan Stanley.

The City of DeLand, Florida



Quarterly Financial Report

FOR THE PERIOD ENDING

December 31, 2021

MEMORANDUM

February 21, 2022

TO: HONORABLE MAYOR, CITY COMMISSIONERS AND CITY MANAGER

FROM: FINANCE DIRECTOR

SUBJECT: FINANCIAL REPORT, QUARTER ENDING DECEMBER 31, 2021

The Financial Report for quarter ending December 31, 2021, for the City of DeLand is submitted herewith. The Quarterly Financial Report is a supplemental report intended to provide information regarding the financial position of each fund and includes a review of balance sheets and schedules on revenues and expenditures.

The quarterly financial report is an attempt to bring to you a concise and readable interim report, and is not a substitute for the Annual Comprehensive Financial Report issued at the end of each fiscal year after the independent audit of the City's financial records. This quarterly report covers three months of the fiscal year, a representation of twenty-five percent of the year.

To provide a more comparable and consistent presentation of fund balance reporting, the Governmental Accounting Standards Board Statement Number 54 – *Fund Balance Reporting and Government Fund Type Definitions* (Statement 54) has been implemented. Previously, fund balance for governmental funds was displayed in two broad components – Reserved and Unreserved. GASB 54 established five classifications comprising a hierarchy based primarily on the extent to which the government is bound to honor constraints for which monies can be spent. The classifications are: Non-spendable, Restricted, Committed, Assigned and Unassigned. This presentation only applies to Governmental Funds. The Proprietary Funds are presented in compliance with the GASB 34 balance sheet format: assets equal liabilities plus net assets and net assets will continue to be displayed as Invested in Capital Assets – net of related debt, Restricted and Unrestricted.

Non-spendable Fund Balance includes amounts that cannot be spent because they are either not in a spendable form or contractually must be maintained intact. Inventories, prepaid amounts, property acquired for resale, and the principal of a permanent fund are all examples of this type of classification.

Restricted Fund Balance reflects amounts that have externally or legally imposed constraints on their use. This category naturally would include resources subject to externally imposed restrictions (creditors, grantors, contributors, laws/regulations of other governments, constitutional provisions). It also would normally, but not always, include resources resulting from enabling legislation (i.e., legislation authorizing the raising of resources for a specific purpose).

Committed Fund Balance consists of amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the City Commission, the highest level of decision making in the City. These committed amounts cannot be used for any other purpose unless the government removes or changes the specified use.

Assigned Fund Balance includes amounts that are constrained by the government's intent, but are neither restricted nor committed. The assignment conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the governmental fund. Intent is not imposed by a formal commission action. Unassigned Fund Balance is the residual classification for the general fund. The General Fund should be the only fund that reports a positive unassigned fund balance, since expenditures associated with other funds are incurred for the specific activity for which the fund is reporting.

GENERAL FUND

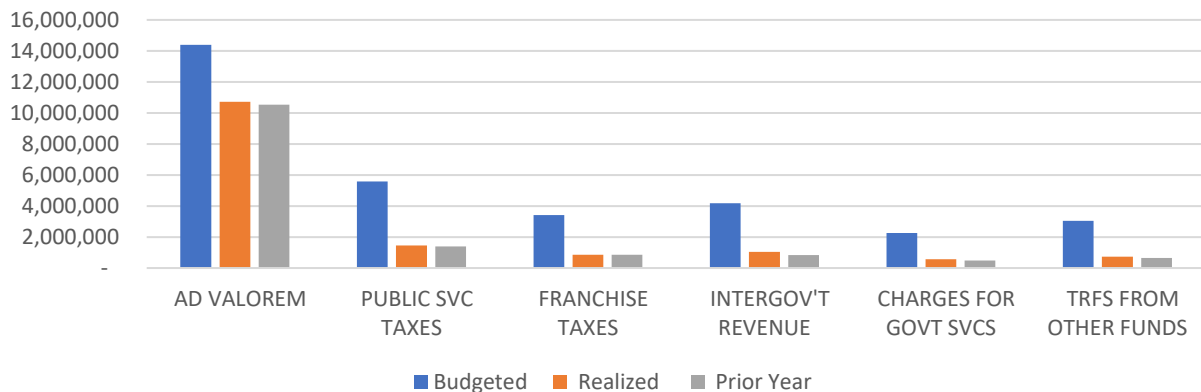
REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues of the General Fund are \$16,334,039 as of December 31, 2021 and represent 46% of revenues budgeted this fiscal year. Charges for government services represents allocated administrative costs charged out to other funds for governmental services provided. Transfers from other funds include transfers from the GIFT Fund for repayment of Hurricane Reserves and transfers from the Airport Fund for the repayment of debt.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 001 - GENERAL FUND				
AD VALOREM	14,391,648	10,713,921	74.45	10,535,674
OTHER TAXES	754,152	102,246	13.56	94,953
PUBLIC SERVICE TAXES	5,574,644	1,449,794	26.01	1,398,135
PERMITS, FEES, & SPECIAL ASSESSMENTS	319,220	224,608	70.36	108,571
FRANCHISE TAXES	3,411,575	854,373	25.04	857,309
OPERATING GRANTS	315,396	-	0.00	(2,622)
INTERGOVERNMENTAL REVENUE	4,180,517	1,041,391	24.91	844,899
TRANSFERS FROM OTHER FUNDS	3,039,832	739,380	24.32	648,952
CHARGES FOR SERVICES	781,415	467,593	59.84	372,894
FINES & FORFEITS	91,000	30,401	33.41	19,036
MISCELLANEOUS REVENUES	423,340	67,384	15.92	93,739
INTEREST REVENUES	60,000	17,117	28.53	11,974
RENTAL INCOME	92,526	62,038	67.05	14,663
CHARGES FOR GOVT SERVICES	2,255,177	563,794	25.00	488,334
	35,690,442	16,334,039	45.77	15,486,511
USE OF RESERVES	5,567,096	-		-
TOTAL REVENUES	41,257,538	16,334,039	39.59	15,486,511

- Property taxes are at 74% realization due to the majority of property owners that take advantage of discounts associated with paying their property taxes before the due date. This same quarter last year was 82% realized.
- Other Taxes include 1st Local Option Gas tax at 30% realized this quarter, Fire Insurance Premium tax and Casualty Insurance Premium tax at 0%.
- Permits, Fees & Special Assessments are 70% realized mainly due to Local Business Taxes that are collected early in the fiscal year.
- Charges for Services are at 60% realization mainly due to \$261,975 of tree replacement revenues received which greatly exceed budget. Sanborn Activity fees are at 7% realized for the quarter.
- Miscellaneous Revenues are 16% realized mainly due to (\$94,352) unrealized net loss in investments.

Major General Fund Revenues



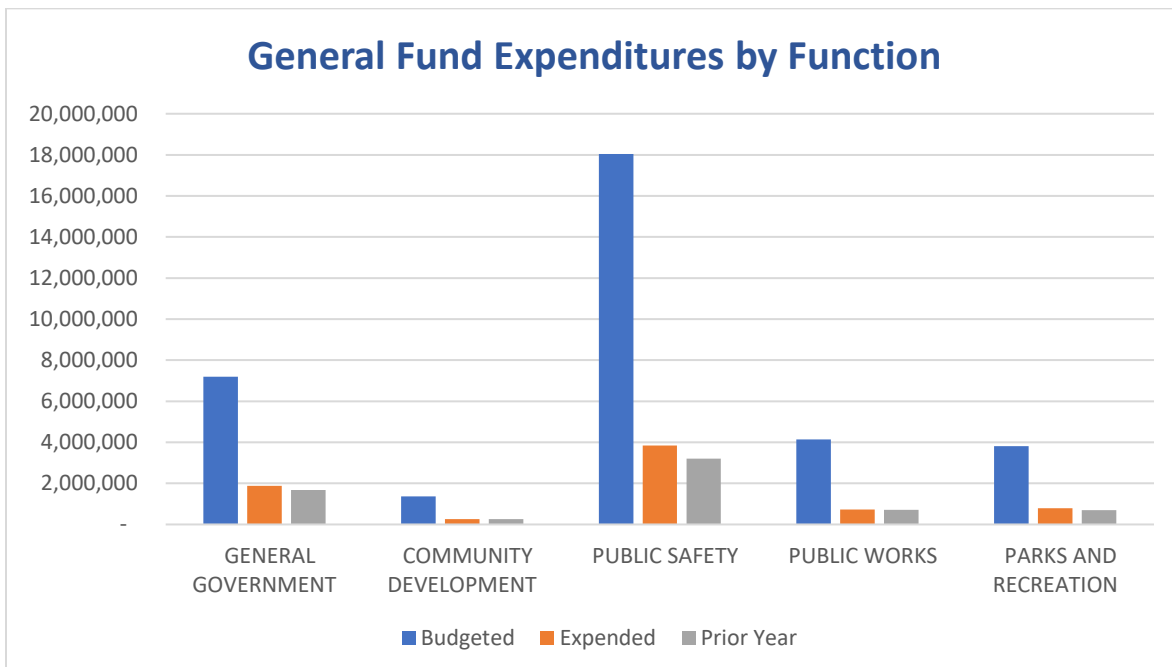
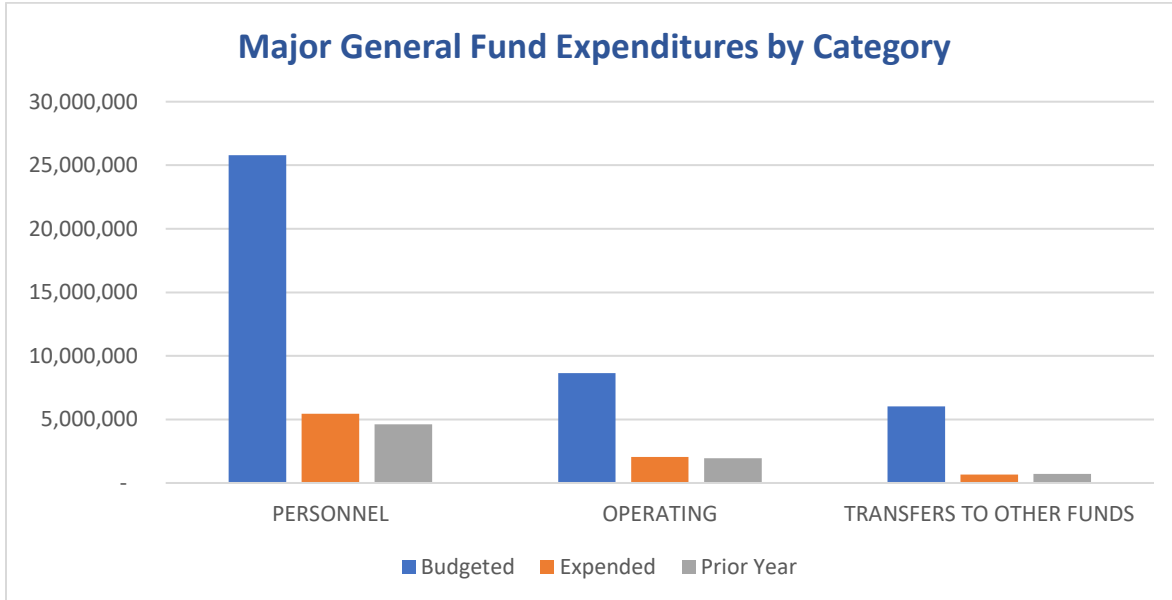
EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

General Fund expenditures are at \$8,173,611 or 20% of budgeted funds as of December 31, 2021. Expenditures by category as a percent of appropriated funds are personnel 21%, operating 24%, grants and aid 0%, contingencies 0%, and transfers to other funds 11%. Budgeted transfers to other funds include transfers to Homelessness Fund \$50,000, transfers to Grants & Special Revenue Fund \$2,263,023, transfers to Debt Service Fund \$1,191,696 and transfers to Capital Projects Fund \$2,527,090.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD BALANCE 12/31/2020
Fund 001 - GENERAL FUND				
Net PERSONNEL	25,793,162	5,454,713	21.15	4,607,262
Net OPERATING	8,650,067	2,043,244	23.62	1,941,569
Net GRANTS & AID	110,000	-	0.00	-
Net CONTINGENCY	672,500	-	0.00	-
Net TRANSFERS TO OTHER FUNDS	6,031,809	675,654	11.20	713,345
Fund 001 - GENERAL FUND: TOTAL EXPEND	41,257,538	8,173,611	19.81	7,262,177

EXPENDITURES BY FUNCTION	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 001 - GENERAL FUND				
GENERAL GOVERNMENT	7,191,997	1,875,075	26.07	1,670,845
COMMUNITY DEVELOPMENT	1,359,723	255,879	18.82	262,667
PUBLIC SAFETY	18,040,833	3,843,149	21.30	3,211,333
PUBLIC WORKS	4,145,618	734,556	17.72	710,606
PARKS AND RECREATION	3,815,058	789,297	20.69	693,380
CONTINGENCY	672,500	-	0.00	-
TRANSFERS	6,031,809	675,654	11.20	713,345
Fund 001 - GENERAL FUND: TOTAL EXPEND	41,257,538	8,173,611	19.81	7,262,177

- Contingency budget includes planned savings for the fiscal year for the Hurricane Reserve (\$200,000) and Sanborn Center Reserve (\$12,500). It also includes other planned contingencies for retirement payouts and fuel expenses.
- All general fund departmental expenditures are within expected budget ranges at the end of the first quarter.



GENERAL FUND CAPITAL PROJECTS

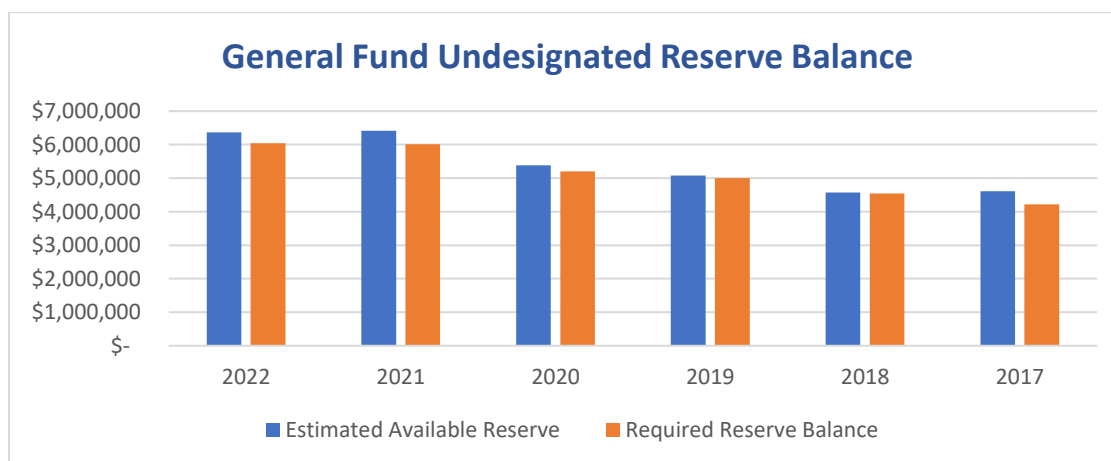
The capital projects for the General Fund are recorded in the Grants & Special Revenues Fund and the Capital Projects Fund which are included in a separate section of this report.

GENERAL FUND RESERVE ANALYSIS

According to City policy, the City will manage its fiscal resources to ensure funding for City operations is not disrupted. A reserve equivalent to two month's operating needs shall be maintained in the General Fund. The funds available for this reserve are estimated to be \$6,366,906 which represents a reserve balance of \$324,419 above the two-month required Undesignated Reserve of \$6,042,488 at December 31, 2021.

General Fund
Fiscal Year 2022 Undesignated Reserve Analysis

	1st QTR	2nd QTR	3rd QTR	4th QTR
Estimated Available Reserve Funds	\$ 6,366,906			
Required 2 Month Undesignated Reserve	6,042,488			
Surplus/Deficit	\$ 324,419	\$ -	\$ -	\$ -



CONFISCATED TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Confiscated Trust Fund revenues are at \$47 or 1% of total revenues budgeted this fiscal year. There are adequate reserves in this fund to cover any revenue deficits this fiscal year.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Confiscated Trust Fund operating expenditures are at \$2,589 or 86% of the total budget this fiscal year.

HOMELESS SHELTER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

The Homeless Shelter Fund operating revenues are at \$101,420 or 27% of total revenues budgeted this fiscal year. Operating revenues are comprised of private donations totaling \$88,600 and interest income of \$320. Transfers from the general fund total \$12,500 or 25% of budgeted funds which will be used towards operations of the facility.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

The Homeless Shelter Operating Expenditures are at \$124,659 or 21% of total expenses budgeted this fiscal year. Expenses include payments to the West Volusia Neighborhood Center for operation of the shelter and building maintenance repairs for the facility.

SPRING HILL COMMUNITY REDEVELOPMENT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Spring Hill Community Redevelopment Fund revenues realized at December 31, 2021 are \$328,365 or 72% of budgeted revenues. CRA revenues are comprised of ad valorem taxes, federal, state and local grants, donations from private sources and miscellaneous revenues.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 160 - SPRING HILL CRA FUND				
AD VALOREM	320,310	325,492	101.62	292,529
OPERATING GRANTS	133,457	2,240	1.68	(62,500)
MISCELLANEOUS REVENUES	1,200	400	33.33	5,325
INTEREST REVENUES	-	233	100.00	83
	<u>454,967</u>	<u>328,365</u>	<u>72.17</u>	<u>235,437</u>
USE OF RESERVES	7,331	-		-
TOTAL REVENUES	<u>462,298</u>	<u>328,365</u>	<u>71.03</u>	<u>235,437</u>

- Ad Valorem Property taxes are 102% realized due to revenues from all taxing agencies billed in the first quarter.
- Operating Grants include CDBG funds (\$33,457) for personnel expenses and FDEP Springshed initiative funds (\$100,000).

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Spring Hill Community Redevelopment Fund expenditures as of December 31, 2021 are \$55,084 or 12% of budget. Expenditures by category as a percent of appropriated funds are personnel 23%, operating 12%, grants & aid 0%, contingency 0%, transfers to other funds 40%, and capital outlay 43%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD BALANCE 12/31/2020
Fund 160 - SPRING HILL CRA FUND				
Net PERSONNEL	118,454	27,504	23.22	22,788
Net OPERATING	41,784	5,019	12.01	10,167
Net GRANTS & AID	110,000	-	0.00	-
Net CONTINGENCY	136,539	-	0.00	-
Net TRANSFERS TO OTHER FUNDS	48,340	19,489	40.32	18,248
Net CAPITAL OUTLAY	7,181	3,072	42.77	12,517
Fund 160 - SPRING HILL CRA FUND: TOTAL EXPEND	<u>462,298</u>	<u>55,084</u>	11.92	<u>63,721</u>

- Operating expenses are at 12% realized mainly due to Other Grants & Aid for \$110,000 which is at 0% this quarter.
- Transfers to Other Funds includes \$36,386 transfer to the debt service fund and \$11,954 transfer to the capital project fund for shared costs of Information Technology projects.
- Capital Outlay expenses include Furniture, Fixtures and Equipment expenses for the Spring Hill Resource Center.

SPRING HILL COMMUNITY REDEVELOPMENT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
SPRING HILL RESOURCE CENTER	<u>7,181</u>	<u>3,072</u>	-	4,109	57.23
	7,181	3,072	-	4,109	57.23

GOVERNMENTAL IMPACT FEES TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Governmental Impact Fees Trust Fund revenues realized at December 31, 2021 are \$405,110 or 42% of budgeted funds. The Governmental Impact Fees Trust Fund was established to budget and account for projects using revenue collected from Police, Fire, Parks and Recreation, and General Government Building Impact Fees paid by new customers. Revenues are budgeted to match expenses and do not reflect planned savings for the fiscal year.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 170 - GIFT FUND				
PERMITS, FEES, & SPECIAL ASSESSMENTS				
IMPACT FEES - POLICE RESIDENTIAL	85,405	88,119	103.18	78,622
IMPACT FEES - FIRE RESIDENTIAL	170,000	42,596	25.06	38,353
IMPACT FEES - RECREATION RESIDENTIAL	496,402	197,547	39.80	173,864
IMPACT FEES - GEN GOVT RESIDENTIAL	211,000	75,763	35.91	64,255
INTEREST REVENUES	-	1,085	100.00	367
	962,807	405,110	42.08	355,461
USE OF RESERVES	622,585	-		-
TOTAL REVENUES	1,585,392	405,110	25.55	355,461

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Governmental Impact Fees Trust Fund expenses as of December 31, 2021 are \$536,225 or 34% of budgeted funds.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD BALANCE 12/31/2020
Fund 170 - GIFT FUND				
Net OPERATING	43,651	-	0.00	-
Net TRANSFERS TO OTHER FUNDS				
TRANSFER TO GENERAL FUND	411,000	102,750	25.00	50,000
TRANSFER TO GRANTS & SPEC REV	200,000	-	0.00	-
TRANSFER TO DEBT SERVICE FUND	508,156	339,231	66.76	453,228
TRANSFER TO CAPITAL PROJECT FUND	340,500	94,245	27.68	-
Net CAPITAL OUTLAY	82,085	-	0.00	-
Fund 170 - GIFT FUND: TOTAL EXPEND	1,585,392	536,225	33.82	503,228

- Budgeted transfers to the General Fund include \$200,000 to repay the Hurricane Reserve and \$211,000 to repay the early repayment of Revenue Notes 2004A & B.
- Budgeted transfers to the Grants & Special Revenue Fund include \$200,000 for renovations at Melching Field.
- Budgeted transfers to the Debt Service Fund pay for debt funded impact projects such as Earl Brown Park, Sperling Sports Complex, and construction of City Hall, Fire Station and Police Evidence Building. A report of the Debt Service Fund is included in this report.
- Budgeted transfers to the General Fund include \$205,500 for Lights at Sperling Sports Complex and \$135,000 for Fire Station 81 Reserve Garage.
- Transfers are recorded when expenses are incurred for each project and will not follow normal benchmarks each quarter.

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Downtown Community Redevelopment Fund revenues are at \$554,954 or 93% of budgeted revenues this quarter. Revenues from all taxing agencies have been received which makes up most of the revenue totals. Charges for Services is 35% realized due to rent collections exceeding budget.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 180 - DOWNTOWN CRA FUND				
AD VALOREM	526,940	528,729	100.34	529,055
CHARGES FOR SERVICES	58,105	20,461	35.21	19,852
MISCELLANEOUS REVENUES	14,604	5,023	34.39	4,873
INTEREST REVENUES	-	742	100.00	359
	599,649	554,954	92.55	554,139
USE OF RESERVES	727,548	-		-
TOTAL REVENUES	1,327,197	554,954	41.81	554,139

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Downtown Community Redevelopment Fund expenditures are \$98,753 or 7% of total budgeted funds. Expenses by category as a percent of appropriated funds is operating expenses 19%, grants and aid 0%, contingencies 0%, transfers to debt service fund 52%, and capital outlay 1%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD BALANCE 12/31/2020
Fund 180 - DOWNTOWN CRA FUND				
Net OPERATING	343,417	66,170	19.27	86,219
Net GRANTS & AID	27,500	-	0.00	-
Net CONTINGENCY	72,286	-	0.00	-
Net TRANSFERS TO OTHER FUNDS	38,434	20,145	52.41	19,281
Net CAPITAL OUTLAY	845,560	12,437	1.47	3,663
Fund 180 - DOWNTOWN CRA FUND: TOTAL EXPEND	1,327,197	98,753	7.44	109,163

- Ad Valorem Property taxes are 101% realized due to revenues from all taxing agencies billed in the first quarter.
- Operating expenses are only 19% of budget mainly due to special event contractual services which are significantly lower than budget.
- Contingency represents planned savings to the Downtown Redevelopment Fund this fiscal year.
- Transfers to other funds represents transfers to the debt service fund to cover loan payments for downtown parking improvements.
- Capital Outlay is at 1% due to capital projects that have been approved but not started to date.

DOWNTOWN COMMUNITY REDEVELOPMENT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
FISH BUILDING ROOF	102,000	-	-	102,000	100.00
WAYFINDING SIGNS	51,095	-	31,807	19,289	37.75
PARKING LOT - 201 W. HOWRY AVE	498,250	-	-	498,250	100.00
RICH/CHURCH PARKING LOT	146,800	-	-	146,800	100.00
W. VOORHIS AVE STREETScape	28,855	6,867	21,988	-	0.00
PAINTERS POND PARK DESIGN	10,390	3,595	6,795	-	0.00
SUNFLOWER PARK DESIGN	8,170	1,975	6,195	-	0.00
	845,560	12,437	66,784	766,339	90.63

GRANTS & SPECIAL REVENUES FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Grants and Special Revenues Fund revenues realized at December 31, 2021 are \$120,425 or 2% of total budgeted revenues. The Grants and Special Revenues Fund was established to budget and account for all capital projects and expenditures relating to grants and other specific revenues that fund non-payroll operating expenses. Revenues in this fund are based on timing of projects and will not always follow the normal benchmarks for a given quarter.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 190 - GRANT & SPECIAL REVENUE FUND				
OTHER TAXES	284,357	75,624	26.59	70,108
CAPITAL GRANTS	2,135,309	-	0.00	(4,085)
TRANSFERS FROM OTHER FUNDS	2,463,023	44,669	1.81	56,061
MISCELLANEOUS REVENUES	2,899,272	-	0.00	-
INTEREST REVENUES	-	132	100.00	258
	7,781,961	120,425	1.55	122,342
USE OF RESERVES	49,343	-		-
TOTAL REVENUES	7,831,304	120,425	1.54	122,342

- Transfers from other funds includes Transfers from the General Fund \$2,263,023 (1% of pilot \$240,367 to cover repaving expenses, \$475,276 additional paving expenses, \$13,935 for playground shade structure, \$99,173 for the playground at Jackson Lee Park, and \$1,434,272 for improvements at Melching Field) and Transfers from the GIFT Fund of \$200,000 for improvements at Melching Field.
- Federal grant revenue is 0% realized this period. Grant revenues are billed quarterly based on progress of grant funded projects and will be collected in a subsequent period. The federal grant projects budgeted this year include CDBG funds for ADA Right of Way Improvements and a shade structure at Chisholm Center, EPA funds for the Brownfield Environmental projects.

- State grant revenue is 0% realized this period. State grant projects budgeted this year include an FDOT grant for Woodland Blvd Lighting Improvements.
- Local grant revenue is 0% realized this period. Local grant projects budgeted this year include ECHO grant funds for Melching Field Renovations and playground equipment at Jackson Lake Park.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Grants and Special Revenues Fund expenditures as of December 31, 2021 are \$92,169 or 1% of total budgeted funds. Expenditures in this fund are based on timing of projects and will not always follow the normal benchmarks for a given quarter.

GRANTS & SPECIAL REVENUES FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
ROW ADA IMPROV (2020 CDBG)	89,684	-	-	89,684	100.00
ROW ADA IMPROV (2021 CDBG)	189,594	-	-	189,594	100.00
WOODLAND BLVD LIGHTING IMPROVEMENTS	224,925	713	248,853	(24,640)	(10.95) *
STONE STREET - RIGHT OF WAY & ADA IMPROV	120,000	-	-	120,000	100.00
SPERLING SPORTS COMPLEX - ECHO	9,706	2,119	-	7,587	78.17
MELCHING FIELD RENOVATION & EXPANSION	5,798,544	89,337	95,063	5,614,144	96.82
SHADE STRUCTURE AT CHISHOLM CENTER	42,000	-	-	42,000	100.00
PLAYGROUND EQUIPMENT - JACKSON LAKE PARK	198,345	-	-	198,345	100.00
	6,672,798	92,169	343,915	6,236,714	93.46

*a future budget amendment will be presented for this project

DEBT SERVICE FUND

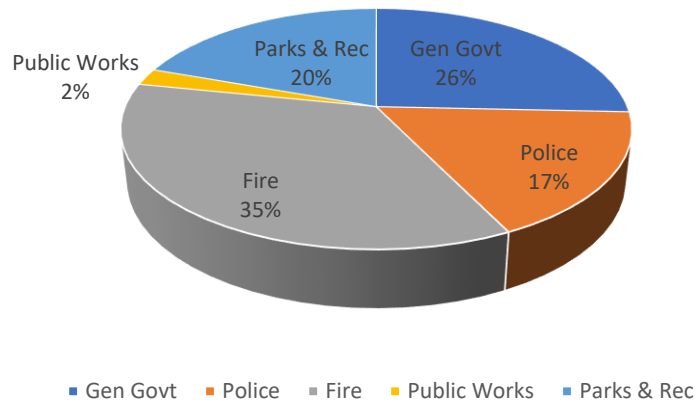
REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues for the Debt Service Fund consists of transfers from other funds which are used to pay debt payments for the current fiscal year. As of December 31, 2021, \$786,686 or 44% of budget was transferred from other funds to cover debt payments made by the end of the first quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Debt Service Fund expenditures are \$786,686 or 44% of budgeted funds at the end of the first quarter. Expenditures by department for governmental related debt payments include general government (202,128), Fire (\$278,693), Police (\$134,344), Public Works (\$17,782), and Parks and Recreation (\$153,739). Timing of debt payments are based on predetermined amortization schedules and will vary from quarterly benchmarks throughout the year.

Debt Service by Department



Annual Debt Service Schedule – FY 2022

FY 2022

From Amortization Schedules				
Debt Instrument	Principal Payments	Interest Payments	Total Payment Due	Principal Bal Due
2013A Note BB&T - EB Park	123,626	56,217	179,843	1,580,157
2013B Note BB&T - EB Park	46,800	21,282	68,082	598,190
2018A Revenue Note BB&T - Non-taxable	376,792	86,015	462,807	2,439,388
2018B Revenue Note BB&T - Taxable	61,538	37,023	98,561	867,985
2019 Revenue Note - Chase Bank	592,631	145,609	738,240	8,391,038
	1,201,387	346,146	1,547,533	13,876,757

From Amortization Schedules				
Capital Leases	Principal Payments	Interest Payments	Total Payment Due	Principal Bal Due
2020 Truist Bank Lease - Ladder Truck	187,882	16,345	204,227	979,611
2020 Printer/Copiers - DEX Imaging	39,597	-	39,597	122,116
	227,480	16,345	243,825	1,101,727

CAPITAL PROJECTS FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Revenues for the Capital Projects Fund total \$356,959 or 10% of budgeted funds. Revenues include transfers from other funds which are recognized when expenses are incurred for each project and will not always follow normal benchmarks for the quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Capital fund expenditures total \$506,025 or 13% of budgeted expenses. All expenses in this fund are for capital projects which are detailed in the section below.

CAPITAL PROJECTS FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
CIVIC PLAZA PAVER LEVELING	5,200	-	-	5,200	100.00
CITY HALL MEETING ROOM CHAIRS	12,000	-	17,880	(5,880)	(49.00) *
IT ROOM AC REPLACEMENT	-	-	13,737	(13,737)	100.00 *
REPLACE ERP SYSTEM	139,731	11,640	15,000	113,091	80.93
RECORD MGMT PLAN SERVICES	36,750	-	-	36,750	100.00
ADA/ERP/PHONE	9,888	-	-	9,888	100.00
PANASONIC ARBITRATOR SYSTEM	19,900	-	-	19,900	100.00
ACCELA PLATFORM ENHANCEMENTS	101,063	3,145	14,153	83,766	82.88
CLOSED CAPTIONING	15,000	-	-	15,000	100.00
FIREHOUSE INSPECTOR	12,600	-	8,939	3,661	29.06
WW POLE BARN CAMERAS (401)	10,760	-	10,759	1	0.01
FORTIGATE ENTERPRISE BUNDLE SERVICE PACK	43,696	-	-	43,696	100.00
SERVER REFRESH	72,000	71,358	-	642	0.89
DATA CENTER MICROSOFT SERVER TO 2019	36,500	-	36,107	393	1.08
SPERLING COMPLEX OPTICAL NETWORK PROJECT	14,500	10,249	8,583	(4,332)	(29.88) *
CELLEBRITE MOBILE FORENSIC	17,500	-	17,290	210	1.20
LIVE SCANNER SYSTEM	6,300	-	-	6,300	100.00
LEXIPOL ONLINE POLICY/PROCEDURE MAINT	29,500	29,318	-	182	0.62
LASERFICHE PROFESSIONAL AND WORKFLOW	80,000	-	-	80,000	100.00
ACCELA CIVIC PLATFORM ENHANCEMENTS	75,000	-	-	75,000	100.00
CLEARGOV BUDGET SOFTWARE	12,400	-	-	12,400	100.00
SANBORN CENTER AVI	11,111	-	-	11,111	100.00
CUSTOMER SERVICE PAYMENT KIOSK	97,352	-	76,438	20,914	21.48
COPIER FOR PUBLIC SERVICES	14,154	-	-	14,154	100.00
LARGE FORMAT PLOTTER	5,000	-	-	5,000	100.00
CITY WEBSITE REDEVELOPMENT	60,000	17,270	40,297	2,433	4.05
NEW FIRE STATION {81}	291,546	127,095	171,383	(6,932)	(2.38) *
FIRE STATION #81 RESERVE GARAGE	410,000	-	390,000	20,000	4.88
FIRE STATION #81 FFE	125,001	1,905	-	123,096	98.48
NEW EVIDENCE BUILDING	160,555	86,486	92,751	(18,681)	(11.64) *
PD PERIMETER SECURITY FENCING AND WALL	181,000	-	-	181,000	100.00
DOOR ACCESS CONTROL SYSTEM	8,565	8,564	-	2	0.02
FORD EXPLORER FOR NEW CAPTAIN	49,764	-	42,292	7,472	15.01
FORD EXPLORER REPLACING PD46	63,082	5,544	54,107	3,431	5.44
FORD EXPLORER REPLACING PD65A	63,082	5,544	54,107	3,431	5.44
FORD EXPLORER REPLACING PD49	63,082	5,544	54,107	3,431	5.44
FORD EXPLORER REPLACING PD51	63,082	5,544	54,107	3,431	5.44
FORD EXPLORER FOR CSA/CHAPLAIN	48,992	-	42,917	6,075	12.40
NEW K-9 PURCHASE	-	12,500	-	(12,500)	0.00 *
CITY ENTRY FEATURE - DESIGN	16,730	-	16,730	-	0.00
HYDRAULIC TRUCK POST PULLER	6,650	-	-	6,650	100.00
REPLACE MOWER 132-5512	9,400	-	8,304	1,096	11.65
FORD F-150 REPLACE 1320141	30,866	-	30,319	547	1.77
KUBOTA EXCAVATOR KX040	58,178	-	46,464	11,714	20.13
TRAILER FOR EXCAVATOR KX040	5,650	-	-	5,650	100.00
UTILITY TRACTOR/MOWER REPLACE 1320115	34,504	-	33,805	699	2.03
UTILITY TRAILER 132-TL-007	5,000	-	-	5,000	100.00
CAT DOZER REPLACE 1320130	162,157	-	-	162,157	100.00
132INM-021 ZTURN	9,038	-	8,604	434	4.80
TRUCK MOUNTED PAINT SPRAYER	53,200	-	39,825	13,375	25.14
NEW SIDEWALKS	103,000	-	-	103,000	100.00

CAPITAL PROJECTS Fund Capital Projects (cont.)

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
NEW PROPAGATION GREENHOUSE	26,636	-	11,220	15,416	57.88
BUCKET TRUCK 1330145	250,344	-	222,859	27,485	10.98
NISSAN ROGUE NEW ARBORIST TECH	23,905	-	22,772	1,133	4.74
FORD ESCAPE 1330113	23,905	-	22,179	1,726	7.22
SCAG ZTURN 48' REPLACE 133-MO-27	9,038	-	-	9,038	100.00
54" ZTURN REPLACE 134-MOW-28	9,458	-	8,304	1,154	12.20
LIGHTS AT SPERLING SOFTBALL FIELDS	205,500	94,245	83,255	28,000	13.63
INSTALL BLACKOUT DRAPES AT SANBORN	9,830	2,850	-	6,980	71.01
REPLACE A/C UNIT AT CHISHOLM GYMNASIUM	14,200	-	-	14,200	100.00
REPLACE ROOF MAIN ADMIN PARKS & REC DEPT	80,000	-	-	80,000	100.00
REPLACE A/C UNIT AT BURGESS BUILDING	6,650	7,225	-	(575)	(8.65) *
REPLACE A/C UNIT AT DREGGORS PARK ADMIN	22,550	-	24,400	(1,850)	(8.20) *
DELAND HOUSE FOUNDATION AND ROOF IMPROVE	65,000	-	-	65,000	100.00
STADIUM SEATS - MELCHING FIELD	12,750	-	-	12,750	100.00
REPLACE SODCUTTER AT MELCHING FIELD	6,150	-	-	6,150	100.00
REPLACE 2003 JOHN DEER GATOR #61	8,875	-	11,072	(2,197)	(24.76) *
REPLACE 2013 JOHN DEERE 150-MOW-002	8,845	-	9,091	(246)	(2.79) *
TORO ELECTRIC SCOOTER 143-SCT-001	8,875	-	11,072	(2,197)	(24.76) *
SCAGG CHEETAH MOWER #143-MOW-006	8,845	-	9,091	(246)	(2.79) *
JOHN DEERE 4400 TRACTOR 143-TRA-002	19,086	-	18,912	174	0.91
FORD RANGER #143-22	36,973	-	30,319	6,654	18.00
	3,817,444	506,025	1,883,555	1,427,864	37.40

* a future budget amendment will be presented for this project

WATER & SEWER FUND

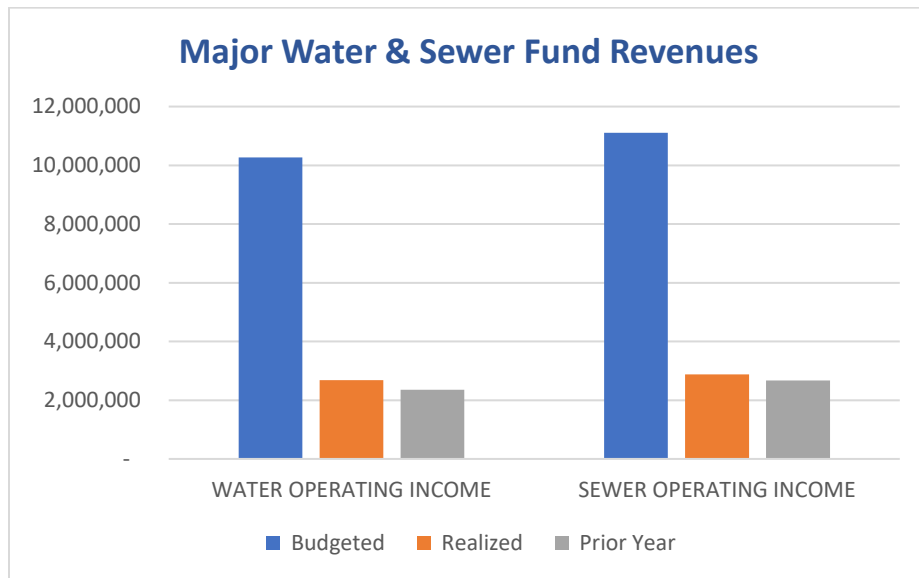
REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Sewer revenues as of December 31, 2021 are \$6,246,035 or 24% of budget for the year. Revenue by category as a percent of budget realized is charges for services 26%, miscellaneous revenues -24%, interest revenues 29%, charges for governmental services 18% and capital grant revenues 6%. Water sales are 26% realized at \$2,680,505 and sewer sales are 26% realized at \$2,877,097.

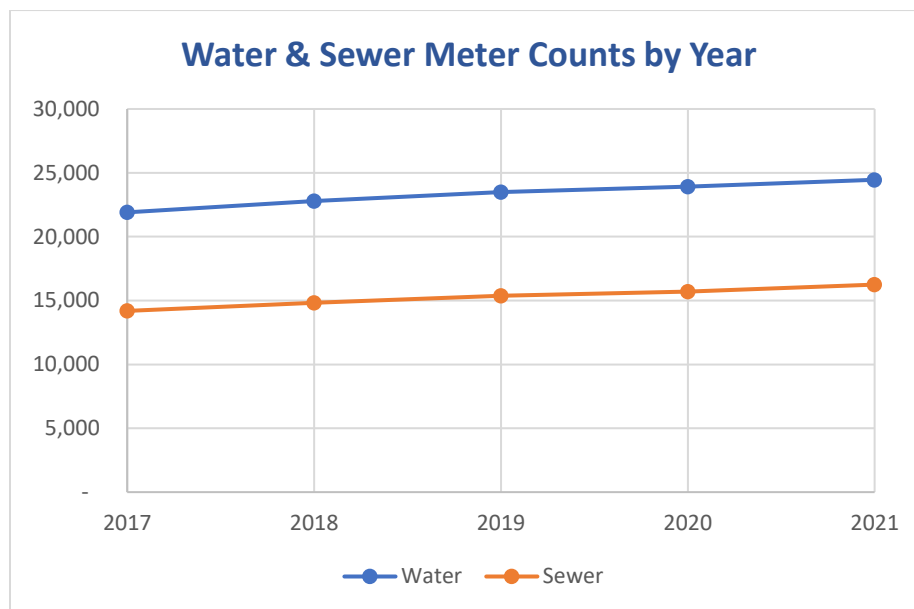
REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 401 - WATER & SEWER FUND				
CAPITAL GRANTS	1,460,126	88,102	6.03	-
CHARGES FOR SERVICES	23,439,176	6,207,671	26.48	5,498,428
MISCELLANEOUS REVENUES	438,357	(106,431)	(24.28)	35,477
INTEREST REVENUES	120,000	34,670	28.89	30,751
CHARGES FOR GOVT SERVICES	120,400	22,023	18.29	21,644
	25,578,059	6,246,035	24.42	5,586,299
USE OF RESERVES	22,541,557	-		-
TOTAL REVENUES	48,119,616	6,246,035	12.98	5,586,299

- Miscellaneous revenues are -24% realized at the end of the first quarter mainly due to unrealized losses on the sale of investments for (\$255,245).

- Capital grant revenues are 6% of budget mainly due to the timing of capital projects and reimbursement of expenses incurred.



As of December 31, 2021, there are 24,456 water customers and 16,248 sewer customers billed each month. As reclaim lines are installed, irrigation accounts will decrease while reclaim accounts increase.



A Water, Wastewater, and Reclaimed Water Rate & Development Fee Study was performed during fiscal year 2021 by Raftelis Financial Consultants to determine the necessary water and sewer rate adjustments needed over the next five years in order to fund future capital projects including alternative water supply projects. Findings from the rate study were presented to the City Commission on 8/16/2021.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

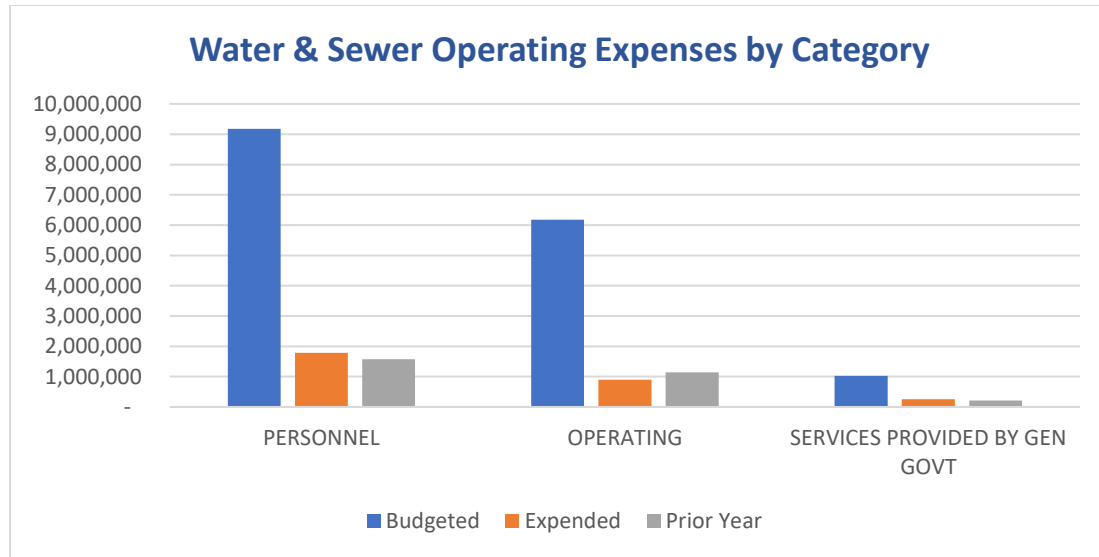
Water and Sewer Fund expenditures are at \$5,175,389 or 11% of budgeted expenses as of December 31, 2021. Expenditures by category as a percent of appropriated funds are personnel 19%, operating 15%, contingency 0%, transfers to other funds 23%, capital outlay 6%, and services provided by general government 25%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD BALANCE 12/31/2020
Fund 401 - WATER & SEWER FUND				
Net PERSONNEL	9,177,440	1,783,305	19.43	1,574,373
Net OPERATING	6,182,253	903,953	14.62	1,142,014
Net CONTINGENCY	400,000	-	0.00	-
Net TRANSFERS TO OTHER FUNDS	2,723,377	637,903	23.42	596,261
Net CAPITAL OUTLAY	28,615,327	1,594,923	5.57	214,807
Net SERVICES PROVIDED BY GEN GOVT	1,021,219	255,305	25.00	208,404
Fund 401 - WATER & SEWER FUND: TOTAL EXPEND	<u>48,119,616</u>	<u>5,175,389</u>	10.76	<u>3,735,860</u>

- Capital Outlay is at 6% of budget due to timing of project related expenses and will not follow normal benchmarks for any given quarter.

EXPENDITURES BY DEPARTMENT	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
4201 - UTILITIES ADMIN	14,607,336	961,589	6.58	882,539
4202 - ENGINEERING	993,958	176,591	17.77	177,132
4203 - WATER PRODUCTION	5,715,203	328,661	5.75	275,269
4204 - WATER DISTRIBUTION	6,413,062	505,851	7.89	644,316
4205 - WASTEWATER TREATMENT	11,624,696	1,902,599	16.37	558,024
4206 - UTILITIES MAINTENANCE	2,466,404	454,255	18.42	382,526
4208 - FACILITIES MAINTENANCE	1,092,969	147,931	13.53	140,429
4209 - CUSTOMER SERVICE	1,738,522	276,463	15.90	255,799
4210 - WASTEWATER COLLECTION	1,726,538	129,159	7.48	175,769
9990 - CONTINGENCY	400,000	-	0.00	-
9998 - CONTRIBUTIONS	1,021,219	255,305	25.00	208,404
9999 - TRANSFERS	319,709	36,986	11.57	35,652
TOTAL EXPENDITURES - FUND 401	<u>48,119,616</u>	<u>5,175,389</u>	10.76	<u>3,735,860</u>

- Expenses by department are lower than budget due to the timing of capital project expenses included in each departmental budget. Project expenses often cross several years and will not be fully expensed during one fiscal year.
- Contributions are budgeted annually and are based on an allocation of administrative and other shared operating cost of services provided by other departments to the fund.
- Transfers include transfers to the debt service fund (\$7,680) for printer lease payments and transfers to the capital projects fund (\$312,029) which are recorded when expenses are incurred.



WATER & SEWER FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
UTILITIES ADMIN BLDG DESIGN	442,709	48,000	384,000	10,709	2.42
UTILITIES ADMIN BUILDING CONSTRUCTION	10,090,000	-	-	10,090,000	100.00
DOWNTOWN DEVELOPMENT FLOW STUDY	-	-	55,752	(55,752)	100.00 *
WATER PLANT #12 CROM TANK REHABILITATION	47,300	-	48,300	(1,000)	(2.11) *
WTP #10 PROJECT A WELL SITE	568,370	-	9,974	558,396	98.25
WTP#10 SUPPLY WELLS FG1-2	1,224,659	4,430	190,036	1,030,193	84.12
WP#10 DESIGN	2,158,858	-	-	2,158,858	100.00
WP#4 HIGH SVC PUMP REPLACEMENT	28,450	-	28,450	-	0.00
WP#9 SUBMERSIBLE MIXING SYSTEM	41,550	-	-	41,550	100.00
WP#9 VFD REPLACEMENT	27,165	-	-	27,165	100.00
WATER PLANT #2 PUMP & PIPING REPLACEMENT	50,464	-	-	50,464	100.00
WTP #2 WELLS 3 & 4 MOTORS	16,153	-	-	16,153	100.00
WATER PLANT #12 VFD REPLACEMENT (3 UNITS)	20,720	-	-	20,720	100.00
WATER PLANT #4 PUMP & PIPING REPLACEMENT	28,138	-	-	28,138	100.00
WATER PLANT #6 GENERATOR ENCLOSURE	9,636	-	9,875	(239)	(2.48) *
WTP #4 WELL 6 MOTOR REPLACEMENT	11,566	-	-	11,566	100.00
WATER PLANT #1 SUBMERSIBLE MIXING UNIT	14,115	11,650	-	2,465	17.46
WATER PLANT #3 SUBMERSIBLE MIXING UNIT	14,115	11,674	-	2,441	17.29
WATER PLANT #12 SUBMERSIBLE MIXING UNIT	14,115	11,746	-	2,369	16.79
SHED#1 POLE BARN ENCLOSURE	50,200	-	-	50,200	100.00
SR44 BRIDGE UTILITY RELOCATION	66,140	-	1,389	64,751	97.90
WATER MAIN RELOCATION SR44	28,768	-	28,767	1	0.00
EDISON WATER MAIN	605,508	-	-	605,508	100.00
WOODLAND & MANDARIN WATER MAIN	60,282	-	-	60,282	100.00
W SR 44 UTILITY RELOCATION	457,356	-	-	457,356	100.00
AMELIA AVE ROUNDABOUT UTILITY RELOCATION	40,000	-	-	40,000	100.00
NEW VALVE FOR 15A	-	-	21,150	(21,150)	100.00 *
AWNING FOR OUTSIDE SUPPLIES	15,300	-	-	15,300	100.00
GRUNDOMAT BORING TOOL	5,900	-	-	5,900	100.00
METER REPLACEMENT	480,000	-	-	480,000	100.00
21-22 WATER METER REPLACEMENTS - EQUIP	480,000	-	-	480,000	100.00
21-22 WATER METER REPLACE- METER BOXES	40,000	-	-	40,000	100.00
21-22 VALVE MAINTENANCE TRAILER	80,650	-	76,560	4,090	5.07
3" WHEEL MOUNTED DIAPHRAGM	5,950	-	-	5,950	100.00
F-250 REPLACEMENT FOR 204-5417; 204-94	44,000	-	40,157	3,843	8.73
NEW F-150 4X4 FOR UTILITY INSPECTOR	36,000	-	32,950	3,050	8.47

WATER & SEWER FUND CAPITAL PROJECTS (CONT.)

	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
PROJECT DESCRIPTION					
RECLAIM BORROW PIT LOAD	295,600	-	-	295,600	100.00
DIGESTER UPGRADES AND IMPR	1,833,356	6,359	1,805,004	21,993	1.20
RECLAIM ADELLE AVE LOOP	19,590	-	5,275	14,315	73.07
US92 RECLAIM STORAGE AND REPUM	2,409,755	1,456,622	672,601	280,532	11.64
RECLAIM BORROW PIT DESIGN	400,000	-	-	400,000	100.00
AUTOCLAVE42	15,627	-	-	15,627	100.00
NORTH AMELIA GATE REPLACEMENT	45,000	14,718	21,363	8,919	19.82
NASH WRF S. RECLAIM STATION CONSTRUCTION	1,600,000	-	-	1,600,000	100.00
NASH WRF ENG, PLANNING & CONSTRUCTION	2,540,000	-	-	2,540,000	100.00
TURBIDITY AND SUSPENDED SOLIDS ANALYZER	8,750	-	-	8,750	100.00
VWTP ADMIN BUILD ROOF A/C REPLACEMENT #1	14,000	-	-	14,000	100.00
SLUDGE BUILDING #2 A/C REPLACEMENT	22,796	-	-	22,796	100.00
VWTP ADMIN BUILD ROOF A/C REPLACEMENT #2	12,000	-	-	12,000	100.00
PISTA GRIT CONCENTRATOR	5,830	-	-	5,830	100.00
LAB FIELD ANALYZER	7,965	-	-	7,965	100.00
L/S#55 PUMP & CONTROL PANEL REPLACEMENT	54,703	822	47,423	6,458	11.81
L/S#75 PUMP & CONTROL PANEL REPLACEMENT	54,703	1,167	45,203	8,333	15.23
L/S#76 PUMP & CONTROL PANEL REPLACEMENT	63,879	890	58,372	4,617	7.23
L/S#81 PUMP & CONTROL PANEL REPLACEMENT	65,879	440	56,071	9,368	14.22
L/S#75 GENERATOR	40,658	-	36,820	3,838	9.44
FORD TRANSIT T-250 FOR NEW ELECTRICIAN	41,500	-	37,714	3,786	9.12
VIVAX METROTECH LOCATORS (3)	21,325	19,643	-	1,682	7.89
OPEN MOWING TRAILER	5,500	5,941	-	(441)	(8.02) *
F150 4X4 TO PULL VACTRON	36,000	-	32,950	3,050	8.47
MULTI-TANK FUEL TRAILER	44,649	-	-	44,649	100.00
STANDBY GENERATOR FOR L/S#84 SW MID SCH	41,530	-	-	41,530	100.00
RECOAT METAL ROOF AT 226 W MICHIGAN AVE	16,767	-	-	16,767	100.00
GENIE 3- SINGLE MAN LIFT FOR GENIE AWP30	8,327	-	-	8,327	100.00
CATERPILLAR 2CC40004 TIRE LIFT TRUCK	30,736	-	-	30,736	100.00
FORD TRANSIT T-350 CARGO VAN	49,451	-	48,056	1,395	2.82
NEW FORD F-150	30,319	-	30,319	-	0.00
NEPTUNE AMI PILOT	300,000	-	-	300,000	100.00
SPRING HILL SANITARY SEWER PH3	127,028	-	-	127,028	100.00
UTILITY RELOCATION ORANGE CAMP	234,909	-	76,892	158,017	67.27
MANHOLE REHAB (35-50)	15,245	-	15,146	99	0.65
SEWER LINE REHABILITATION	52,310	-	52,306	4	0.01
21/22 SEWER LINE REHABILITATION	150,000	-	-	150,000	100.00
21/22 MANHOLE REHABILITATION	60,000	-	57,296	2,704	4.51
SEWER JET TRUCK	454,894	-	449,291	5,603	1.23
	28,534,718	1,594,101	4,475,463	22,465,154	78.73

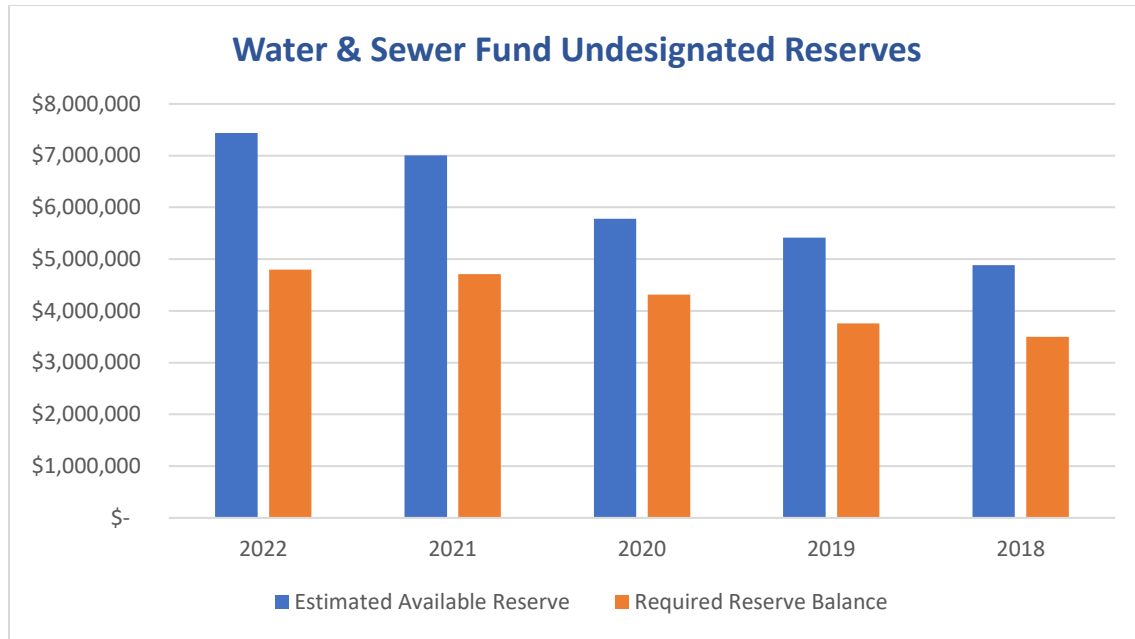
*a future budget amendment will be presented for this project

WATER & SEWER FUND RESERVE ANALYSIS

According to city policy, the city will manage its fiscal resources to ensure funding for city operations is not disrupted. A reserve equivalent to three month's operating needs shall be maintained in the Water & Sewer Fund. The funds available for this reserve are estimated to be \$7,438,948 which represents a reserve balance of \$2,640,883 above the three-month required Undesignated Reserve of \$4,798,065 at December 31, 2021.

Water & Sewer Fund Fiscal Year 2022 Undesignated Reserve Analysis

	1st QTR	2nd QTR	3rd QTR	4th QTR
Estimated Available Reserve Funds	\$ 7,438,948			
Required 3 Month Undesignated Reserve	4,798,065			
Surplus/Deficit	\$ 2,640,883			



WATER & WASTEWATER TRUST FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Wastewater Trust Fund revenues realized are \$733,175 or 19% of total budget as of December 31, 2021. Revenue by category as a percent of budgeted funds are permits, fees and special assessments 27%, capital grants 0%, miscellaneous revenue 100%, and interest earnings 100%.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 404 - WATER & WASTEWATER TRUST				
PERMITS, FEES, & SPECIAL ASSESSMENTS	3,000,000	796,983	26.57	662,816
CAPITAL GRANTS	766,083	0	0.00	-
MISCELLANEOUS REVENUES	-	(70,302)	100.00	271
INTEREST REVENUES	-	6,495	100.00	8,940
	<u>3,766,083</u>	<u>733,175</u>	<u>19.47</u>	<u>672,026</u>
USE OF RESERVES	9,156,102	-		-
TOTAL REVENUES	<u>12,922,185</u>	<u>733,175</u>	<u>5.67</u>	<u>672,026</u>

- Miscellaneous Revenues are negative due to the unrealized loss on investments through the end of the first quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Water & Wastewater Trust Fund expenditures are \$954,923 or 7% as of December 31, 2021. All budgeted expenses in this fund are for capital outlay which is detailed in the Capital Project section below.

WATER & WASTEWATER TRUST FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
RECLAIM EXP PHASE 4 - DESIGN	54,166	-	49,505	4,661	8.60
2020 WATER MAIN IMPROVEMENT	82,722	3,575	79,156	(9)	(0.01) *
SPRING HILL SANITARY SEWER PH	42,530	2,345	42,456	(2,271)	(5.34) *
2021 WATER MAIN IMPROVEMENTS	1,631,359	5,015	998,309	628,035	38.50
ALABAMA/AMELIA RECLAIM EXT	917,884	-	1,194,488	(276,604)	(30.13) *
RECLAIM WATER EXP 4A & ADELLE	3,776,428	927,350	2,625,919	223,160	5.91
WRF SOUTH REUSE PUMP STATION	58,910	16,639	42,583	(312)	(0.53) *
NORTHFIELD WELLFIELD ACQUISITION	1,000,000	-	-	1,000,000	100.00
2022 WATER MAIN IMPROVEMENTS	2,642,186	-	207,930	2,434,256	92.13
2022 DELEON SPRINGS WATER MAIN IMPROVE	2,000,000	-	-	2,000,000	100.00
RECLAIM WATER EXPANSION PHASE #5 DESIGN	216,000	-	-	216,000	100.00
EAST REGIONAL FORCE MAIN SEWER DESIGN	300,000	-	-	300,000	100.00
SPRING HILL PHASE #4 SEWER DESIGN	200,000	-	-	200,000	100.00
	12,922,185	954,923	5,240,347	6,726,915	52.06

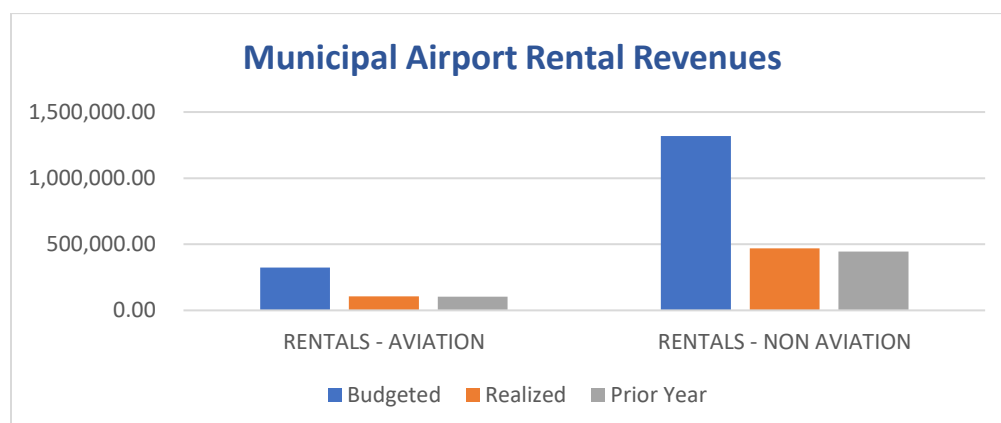
*a future budget amendment will be presented for this project

MUNICIPAL AIRPORT FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Municipal Airport Fund revenues realized as of December 31, 2021 are \$635,083 or 7% of total revenues budgeted this fiscal year. Revenues by category are grant revenues 0%, charges for services 57%, miscellaneous revenues 9%, interest revenues 25% and rental revenues 35%.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 430 - AIRPORT FUND				
CAPITAL GRANTS	7,040,179	-	0.00	-
CHARGES FOR SERVICES	98,149	56,154	57.21	24,827
MISCELLANEOUS REVENUES	5,000	435	8.70	972
INTEREST REVENUES	4,990	1,225	24.55	644
RENTAL INCOME	1,642,329	577,269	35.15	549,056
	8,790,647	635,083	7.22	575,499
USE OF RESERVES	1,177,303	-		-
TOTAL REVENUES	9,967,950	635,083	6.37	575,499

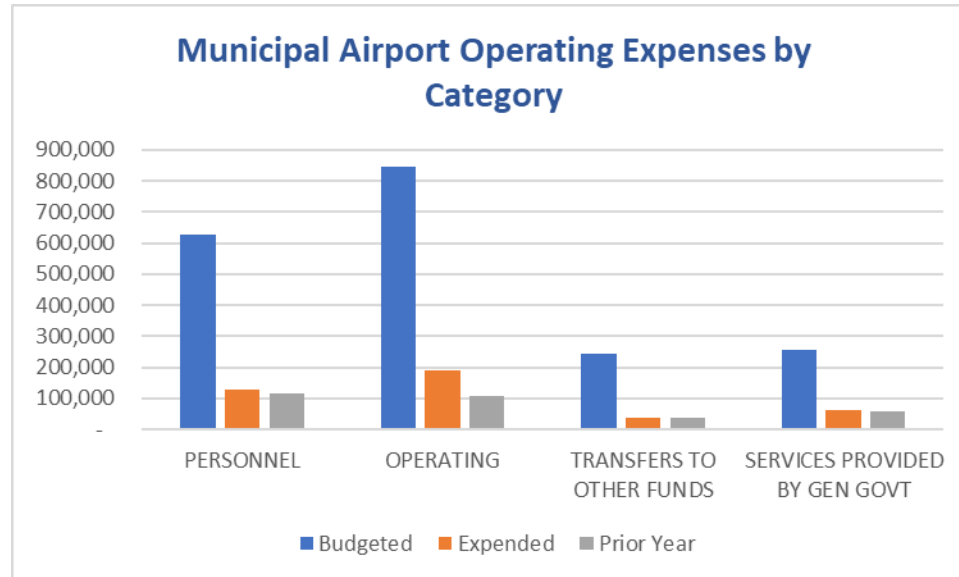


- Charges for Services includes Airport Showcase revenues which are realized seasonally and is held in November. Showcase revenues this quarter total \$56,154.
- Federal and State grant revenues are 0% realized due to the timing of grant funded revenues collected throughout the year. All airport grants are reimbursement grants and revenues are collected after expenses are incurred and eligible for reimbursement.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Municipal Airport Fund expenditures are \$427,126 or 4% of total budget for fiscal year ending December 31, 2021. Expenditures by category are personnel 20%, operating expenses 22%, transfers to other funds 16%, capital outlay 0%, and services provided by general government 25%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD BALANCE 12/31/2020
Fund 430 - AIRPORT FUND				
Net PERSONNEL	625,773	127,836	20.43	115,795
Net OPERATING	844,860	188,863	22.35	107,855
Net TRANSFERS TO OTHER FUNDS	245,807	39,075	15.90	39,560
Net CAPITAL OUTLAY	7,995,236	7,285	0.09	51,053
Net SERVICES PROVIDED BY GEN GOVT	256,274	64,069	25.00	59,401
Fund 430 - AIRPORT FUND: TOTAL EXPEND	9,967,950	427,126	4.28	373,663



- Transfers to other funds includes transfers to the general fund for repayment of debt (\$225,164), transfer to debt service fund for repayment of copier lease (\$3,060) and transfer to capital project fund for shared project cost for IT projects (\$17,583).
- Capital outlay is at 0% of budget due to timing of capital projects planned for the airport.

MUNICIPAL AIRPORT FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
T-HANGARS & ELEC GATE	1,694,447	1,351	21,955	1,671,141	98.62
DESIGN ADDITIONAL NEW HANGARS	110,000	-	-	110,000	100.00
DESIGN PHASE 2 OF EAST HANGAR COMPLEX	130,000	-	-	130,000	100.00
REHAB E&W APRON & ELEC HOMERUN	3,105,243	-	4,565	3,100,678	99.85
NW INDUSTRIAL BUS PK ACCESS RD	1,356,028	-	9,593	1,346,435	99.29
3-1200 GAL FUEL FARM	744,226	5,933	33,227	705,065	94.74
SECURITY CAMERAS & FENCING	314,000	-	-	314,000	100.00
NEW FENCE - SPORT VILLAGE	31,000	-	-	31,000	100.00
WILDLIFE MANAGEMENT PLAN	40,292	-	40,292	-	0.00
ENVIRONMENTAL MITIGATION FROM WHMP	350,000	-	-	350,000	100.00
DESIGN REHAB OF SOUTH CENTRAL APRON	120,000	-	-	120,000	100.00
	7,995,236	7,285	109,633	7,878,319	98.54

REFUSE COLLECTION FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Refuse Collection Fund revenues realized on December 31, 2021 are \$1,031,274 or 25% of budgeted revenues for the fiscal year.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

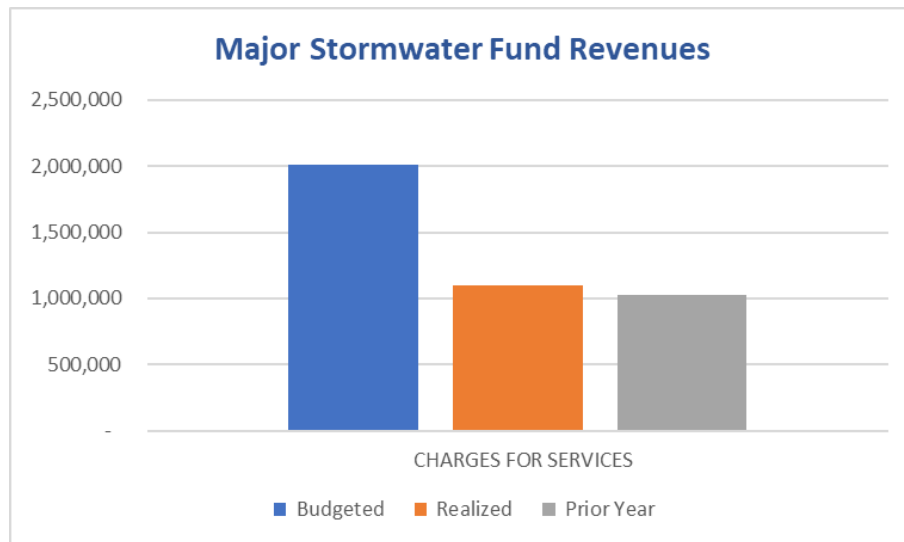
Refuse Collection Fund expended funds are \$697,817 or 17% of budgeted expenses for the fiscal year. Operating expenses are paid when incurred and timing of payments does not always correlate to period benchmarks. Transfers to the Water & Sewer Fund (\$104,000) to pay for administrative costs and billing fees have been eliminated in the 1st Quarter Budget Amendment this fiscal year due to increasing recycling costs that not covered by revenues. Annual recycling costs are estimated to be \$124,000 this year.

STORMWATER FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Stormwater Fund revenues are \$1,097,688 or 54% of total budgeted revenues for the fiscal year ending December 31, 2021. An annual stormwater fee is billed each year for property within the City limits to owners of property that is leased or developed parcels that do not have separate water/sewer accounts. Stormwater fees are typically billed at the end of the calendar year. A rate study was performed during FY 2020 to determine the necessary rate adjustment needed over the next five years to fund future capital projects. Beginning in FY 2022, stormwater rates will increase 4% annually through fiscal year 2026.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 450 - STORMWATER FUND				
CHARGES FOR SERVICES	2,010,612	1,102,062	54.81	1,030,980
MISCELLANEOUS REVENUES	2,500	(6,428)	(257.10)	19,854
INTEREST REVENUES	8,000	2,053	25.66	2,138
	2,021,112	1,097,688	54.31	1,052,972
USE OF RESERVES	1,628,438	-		-
TOTAL REVENUES	3,649,550	1,097,688	30.08	1,052,972

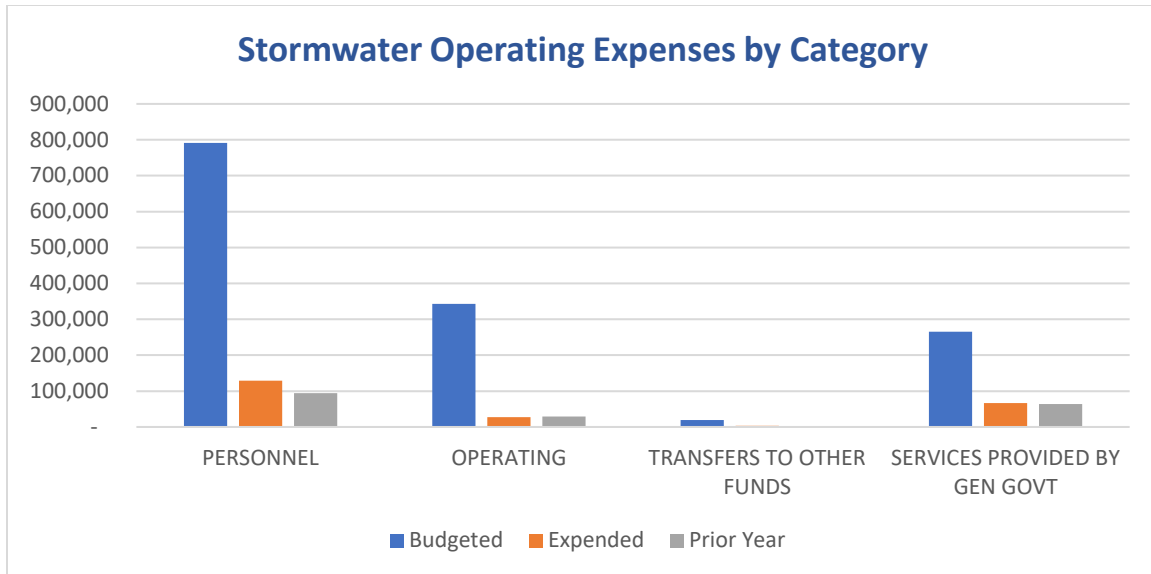


- Charges for services is higher than first quarter benchmarks due to annual billings of stormwater fees for property owners.
- Miscellaneous revenue includes sale and disposition of capital assets for \$10,423 and Unrealized Losses on Investments for (\$16,924).

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Stormwater Fund expenditures are \$284,284 or 8% of total budgeted funds for the year. Expenses by category are personnel 16%, operating 8%, transfers to other funds 15%, capital outlay 3%, and services provided by general government 25%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD BALANCE 12/31/2020
Fund 450 - STORMWATER FUND				
Net PERSONNEL	791,475	129,371	16.35	94,060
Net OPERATING	343,229	27,550	8.03	28,926
Net TRANSFERS TO OTHER FUNDS	19,077	2,882	15.11	926
Net CAPITAL OUTLAY	2,230,652	58,201	2.61	14,016
Net SERVICES PROVIDED BY GEN GOVT	265,117	66,279	25.00	63,845
Fund 450 - STORMWATER FUND: TOTAL EXPEND	3,649,550	284,284	7.79	201,773



STORMWATER FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
NEW POLE BARN FOR SW DEPT	245,000	-	-	245,000	100.00
REPLACE K-MART PUMP STATION	700,297	56,101	324,152	320,044	45.70
CITY HALL DRAINAGE PIPE 24"	111,090	-	-	111,090	100.00
NEW HAMPSHIRE AVE POND ADDITIO	71,978	2,100	-	69,878	97.08
BOSTON/RICH AVE DRAINAGE IMPRO	65,019	-	-	65,019	100.00
WATERFORD LAKES SW PIPE LINING	13,813	-	5,000	8,813	63.80
980 PENNSYLVANIA AVE DRAINAGE	72,000	-	-	72,000	100.00
HUBBARD AVE & HIGH ST DRAINAGE	100,000	-	-	100,000	100.00
MISC STORMWATER IMPROVS (NEIGHBORHOOD)	100,000	-	97,627	2,373	2.37
MISC STORMWATER IMPROVEMENTS (PONDS)	20,000	-	-	20,000	100.00
BROOM ATTACH FOR NEW SKID STEER SLV95-2S	5,770	-	5,019	751	13.02
MOW HEAD ATTACH NEW SKID STEER SLV95-2S	10,905	-	10,904	1	0.01
DITCH BANK MOWER 450TR-1	201,715	-	201,460	255	0.13
SKID STEER REPLACE 4500171	71,266	-	66,049	5,217	7.32
STERLING TRACTOR REPLACE 4500168	199,951	-	125,760	74,191	37.10
MOWER REPLACE 450-INM-513	9,479	-	9,091	388	4.09
6" MOBILE PUMP REPLACE 450-PP-04	49,333	-	48,600	733	1.49
FULLY BUILT CAMERA INSPECTION VEHICLE	183,036	-	183,035	1	0.00
	2,230,652	58,201	1,076,698	1,095,753	49.12

PERMITS & INSPECTIONS FUND

REVENUES DISCUSSION REGARDING BUDGET VARIATIONS

Permits & Inspections Fund revenue as of December 31, 2021 is \$487,046 or 29% of revenues budgeted this fiscal year.

REVENUE SOURCE	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD QUARTER BALANCE 12/31/2020
Fund 480 - PERMITS & INSPECTIONS FUND				
PERMITS, FEES, & SPECIAL ASSESSMENTS	1,496,873	444,848	29.72	376,832
CHARGES FOR SERVICES	172,500	65,981	38.25	47,103
MISCELLANEOUS REVENUES	3,000	(26,263)	(875.43)	101
INTEREST REVENUES	10,000	2,480	24.80	3,259
	1,682,373	487,046	28.95	427,295
USE OF RESERVES	1,594,808	-		-
TOTAL REVENUES	3,277,181	487,046	14.86	427,295

- Building permit fees are up \$69,871 or 20% compared to this same quarter one year ago.
- Charges for services are higher than budget mainly due to building plan reviews and submittal fees which are significantly over budget at the end of the first quarter.
- Miscellaneous revenues are negative due to unrealized losses on investments this quarter.

EXPENDITURES DISCUSSION REGARDING BUDGET VARIATIONS

Permits & Inspections Fund expenditures are \$538,630 or 16% of total budgeted funds at the end of the first quarter. Expenditures by category as a percentage of appropriated funds is personnel 20%, operating expenses 6%, transfers to other funds 4%, capital outlay 6%, and services provided by general government 25%.

EXPENDITURES BY BUDGET CATEGORY	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	% BDGT USED	YTD BALANCE 12/31/2020
Fund 480 - PERMITS & INSPECTIONS FUND				
Net PERSONNEL	1,614,996	320,659	19.86	287,540
Net OPERATING	648,920	41,850	6.45	8,902
Net TRANSFERS TO OTHER FUNDS	217,422	8,280	3.81	11,094
Net CAPITAL OUTLAY	163,481	9,750	5.96	-
Net SERVICES PROVIDED BY GEN GOVT	632,362	158,090	25.00	136,633
Fund 480 - PERMITS & INSPECTIONS FUND: TOTAL EXPEND	3,277,181	538,630	16.44	444,170

- Personnel expenses are lower than the first quarter benchmark due to new positions filled after the start of the fiscal year.
- Operating expenses are at 6% of budget mainly due to \$440,000 budgeted for condemnations and contracted plans reviews which are at 0% of budget this quarter.
- Transfers to other funds includes \$213,366 for shared costs of capital expenses in the Capital Fund, \$4,056 for copier lease payments in the debt service fund. Transfers are recorded when expenses are incurred and will not follow normal benchmarks each quarter.

PERMITS & INSPECTIONS FUND CAPITAL PROJECTS

PROJECT DESCRIPTION	2021-22 AMENDED BUDGET	QUARTER BALANCE 12/31/2021	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT REMAIN
LAND MGMT UPGRADE	8,356	-	-	8,356	100.00
P&I OFFICE RENNOVATIONS	90,000	9,750	24,117	56,133	62.37
2021 FORD F-150 CREW CAB	31,442	-	31,442	-	0.00
2021 FORD F-150 SUPER CAB TRUCK	33,683	-	33,683	-	0.00
	163,481	9,750	89,242	64,489	39.45

HEALTH INSURANCE COST CONTAINMENT FUND

The Health Insurance Cost Containment Fund (HICC) was created to account for the operation of a health center in an attempt to defray the rising costs of health insurance. The center provides free health care to all employees and the dependents of employees who are currently insured through the City's health plan. The HICC Fund results in reduced costs compared to regular health provider services and benefits employees by minimizing the annual increase in health insurance. The majority of revenue reflected in this fund represents transfers made from all other funds and totals \$140,168 or 25% of budget as of December 31, 2021. This fund has a budgeted Use of Reserves totaling \$50,000 to offset expenses this fiscal year.

Expended funds are \$107,836 or 18% at the end of the first quarter. Expenditures by category as a percentage of appropriated funds are operating expenses 17% and services provided by general government 25%.

WORKERS' COMPENSATION SELF-INSURANCE FUND

Worker's Comp Revenue as of December 31, 2021 total \$189,535. Premium revenues reflected in the Workers' Compensation Self-Insurance Fund represent transfers made from all other funds and totals \$203,792 or 25% at the end of the first quarter. Miscellaneous revenues total (\$16,074) and represents recovery checks deposited into the fund and unearned loss on investments for the quarter. Interest earnings total \$1,817.

Expended funds are \$183,887 for the quarter. Expenditures by category as a percentage of appropriated funds are personnel 23%, operating 12% and services provided by general government 25%.

During the quarter ending December 31, 2021, the City received an updated actuarial report which decreased the necessary reserve amount for FY-2022 to \$850,000 to maintain a confidence level of 75% at a \$150,000 deductible, as determined by the City's actuary, Cornerstone Actuarial Solutions. As of December 31, 2021, the fund had a recorded liability in the amount of \$253,365 for claims incurred but not reported losses, and a liability for reported losses of \$596,635. Currently, the City has exceeded its goal to reserve enough funds to meet the 85% confidence level of \$1,819,000 with a \$300,000 deductible.

CASH MANAGEMENT

The primary objectives of the City's investment activities are defined in the Investment Policy adopted by the City Commission. Those objectives are safety of principal, diversification to avoid incurring unreasonable risks and maintaining a portfolio sufficiently liquid to enable the City to meet all operating requirements, which may be reasonably anticipated.

The City's cash balance is \$70,983,796 which is 65% of the total cash and investment portfolio.

The investments held by the City as of this reporting period have a par value of \$38,500,000, a book value of \$38,493,000 and a fair value of \$37,780,420. The blended rate of return at the end of this reporting period was .65% with a weighted average maturity for the portfolio of 3.82. The Investment Policy sets a performance measurement for the City's portfolio with the objective of exceeding the average return on three-month US Treasury Bills or the average rate on federal funds, whichever is higher. The average three-month Treasury bill rate was 0.06% and the average rate on federal funds was 0.08%.

The City's investment portfolio is managed by Morgan Stanley. The primary liquid investments of the City are the Wells Fargo Pooled Cash account, money market accounts at Seaside Bank and Seacoast Bank, and a money market account at Morgan Stanley.

Governmental Accounting Standards Board (GASB) Statement No. 31 Accounting and Financial Reporting for Certain Investments and for External Investment Pools establish the accounting and financial reporting standards for governmental investments. Investments should be reported at fair value in the balance sheet and changes in the fair value of investments should be reported in the operating statement. As of December 31, 2021, the City has an unrealized loss of (\$712,580). An unrealized loss is defined as the decrease in fair value of investments under the book value. The investment policy requires investments be structured within portfolio percentage limitations. Below are those limitations, along with comparisons of investments held in the City's portfolio at December 31, 2021:

	Policy Limitations	Investment Percentages	Market Value of Investments
Us Treasuries & Agencies	70 - 80%	0%	-
Step Up / Callable Notes & Bonds	60 - 70%	35%	37,780,420
Single Index Variable Rate	20 - 30%	0%	-
Banker's Acceptances	15 - 25%	0%	-
Commercial Paper	15 - 25%	0%	-
CD's, CDARS and Other Time Deposits	60 - 70%	65%	70,983,796
Mutual Funds	20 - 30%	0%	-
Local Government Surplus Fund (SBA)	65 - 75%	0%	-
		100%	\$ 108,764,216

A list of the City's investment portfolio as of December 31, 2021 is included in this report.

CONCLUSION

The attached Financial Report is a presentation of the City's financial position and results of operation through December 31, 2021. Revenues for all funds are within an acceptable range for this reporting period except for those where concern was specifically expressed in this report. Expenditures for all funds are in line with what we would anticipate for this reporting period except for those where concern was specifically expressed in this report.

Please contact Daniel Stauffer, Finance Director, at 386-626-7079 or staufferd@deland.org should you have any questions or comments regarding this memorandum or the enclosed financial report.

Cash & Investments Portfolio Summary
December 2021

December 2021										
Investment Type		Callable Date	Maturity Date	Current Yield to Maturity	Par Value/ Face Value	Book Value	Fair Value	Market Adjustment	Interest Receivable	
General Investments:										
Pooled Interest Bearing Checking Account			Next Day	0.170%	58,907,243	58,907,243	58,907,243	-	-	
Money Market - Seaside			Next Day	0.100%	5,614,888	5,614,888	5,614,888	-	-	
Money Market - Seacoast			Next Day	0.050%	5,103,472	5,103,472	5,103,472	-	-	
Money Market - Morgan Stanley			Next Day	4.14%	1,358,193	1,358,193	1,358,193	-	-	
Total General Investments					70,983,796	70,983,796	70,983,796	-	-	
Short Term Operating Investments:										
FHLB	Call	03/30/22	3130AMX49	12/30/24	0.605%	2,000,000.00	2,000,000.00	1,982,840.00	(17,160.00)	-
FFCB	Call	01/05/22	3133EMZ70	02/10/25	0.489%	2,000,000.00	1,998,000.00	1,963,380.00	(34,620.00)	3,760.00
FNMA	Call	03/28/22	3130AP4L6	03/28/25	0.609%	2,000,000.00	1,998,000.00	1,969,380.00	(28,620.00)	3,099.98
FNMA	Call	01/30/22	3136G4ZP1	07/30/25	0.661%	2,000,000.00	2,000,000.00	1,966,400.00	(33,600.00)	5,416.66
FFCB	Call	01/05/22	3133EL2S2	08/04/25	0.682%	2,000,000.00	2,000,000.00	1,965,680.00	(34,320.00)	5,471.66
FFCB	Call	01/05/22	3133EL2U7	08/04/25	0.693%	2,000,000.00	2,000,000.00	1,962,060.00	(37,940.00)	5,553.32
FFCB	Call	01/05/22	3133EL4W1	08/25/25	0.623%	2,000,000.00	1,999,500.00	1,957,960.00	(41,540.00)	4,270.00
FNMA	Call	02/27/22	3136G4S87	08/27/25	0.662%	2,000,000.00	2,000,000.00	1,963,500.00	(36,500.00)	4,477.76
FHLB	Call	01/05/22	3130AKA55	09/24/25	0.531%	2,000,000.00	2,000,000.00	1,958,380.00	(41,620.00)	2,802.22
FNMA	Call	04/27/22	3136G4SP4	10/27/25	0.563%	2,000,000.00	2,000,000.00	1,955,260.00	(44,740.00)	1,955.54
FHLB	Call	01/05/22	3130AKC95	10/29/25	0.563%	2,000,000.00	2,000,000.00	1,953,800.00	(46,200.00)	1,894.44
FFCB	Call	11/17/22	3133ENDV9	11/17/25	1.037%	500,000.00	498,000.00	496,490.00	(1,510.00)	629.44
FNMA	Call	11/25/22	3135GA4V0	11/25/25	0.638%	2,000,000.00	2,000,000.00	1,960,360.00	(39,640.00)	1,250.00
FFCB	Call	01/05/22	3133EMPU0	02/04/26	0.517%	2,000,000.00	2,000,000.00	1,933,400.00	(66,600.00)	4,083.32
FFCB	Call	01/05/22	3133EMSK9	03/02/26	0.856%	2,000,000.00	1,999,500.00	1,962,820.00	(36,680.00)	5,553.32
FHLB	Call	01/29/22	3130ALZA5	04/29/26	0.503%	2,000,000.00	2,000,000.00	1,989,680.00	(10,320.00)	1,722.22
FHLB	Call	03/17/22	3130ANRU6	09/17/26	1.035%	1,000,000.00	1,000,000.00	985,180.00	(14,820.00)	2,946.66
Total Short Term Operating Investments					0.633%	31,500,000.00	31,493,000.00	30,926,570.00	(566,430.00)	54,886.54
Long Term Operating Reserve Investments:										
FNMA	Call	03/30/22	3136G4XV0	06/30/25	0.741%	1,000,000.00	1,000,000.00	985,610.00	(14,390.00)	-
FFCB	Call	01/05/22	3133EL4W1	08/25/25	0.623%	2,000,000.00	2,000,000.00	1,957,960.00	(42,040.00)	4,270.00
FFCB	Call	01/05/22	3133EL7D0	09/11/26	0.756%	2,000,000.00	2,000,000.00	1,957,020.00	(42,980.00)	4,522.22
FHLB	Call	01/05/22	3130AKC46	10/19/26	0.737%	2,000,000.00	2,000,000.00	1,953,260.00	(46,740.00)	2,880.00
Total Long Term Operating Reserve Investments					0.711%	7,000,000.00	7,000,000.00	6,853,850.00	(146,150.00)	11,672.22
Total Investments including cash & paper						109,483,795.88	109,476,795.88	108,764,215.88	(712,580.00)	66,558.76
Total L/T & S/T Investments Only						38,500,000.00	38,493,000.00	37,780,420.00	(712,580.00)	66,558.76
Total Value - Morgan Stanley Assets								39,205,171.88		

Average Call/Maturity:	0.17
Blended Investment Portfolio Rate of Return	0.65%
3 Mnth T Bill	0.06%
Fed Funds	0.08%

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GOVERNMENTAL FUND TYPES

GENERAL FUND

The General Fund serves as the primary reporting vehicle for current government operations. The General Fund, by definition, accounts for all current financial resources not required by law or administrative action to be accounted for in another fund.

Fund 001 GENERAL FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	3,679,321.00	2,487,838.53
102.000	CASH ON HAND	4,625.00	5,525.00
104.000	EQUITY IN POOLED CASH	16,030,238.09	20,457,253.99
105.000	TAXES RECEIVABLE	8,122.21	8,119.13
107.000	DELINQUENT TAXES RECEIVABLE	41,536.06	57,563.00
115.100	ACCOUNTS RECEIVABLE	960,314.70	1,028,660.28
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(61,608.96)	(48,797.57)
121.000	ASSESSMENTS RECEIVABLE	39,390.53	45,130.60
131.000	DUE FROM OTHER FUNDS	0.00	0.00
132.000	ADVANCES TO OTHER FUNDS	2,073,412.52	1,920,966.40
133.000	DUE FROM OTHER GOVERNMENTS	545,512.54	632,414.23
135.000	INTEREST & DIVIDENDS REC	7,426.24	9,335.61
141.000	INVENTORIES	39,656.85	55,862.44
142.000	INVENTORIES - FOR SALE	614.74	614.74
151.900	INVESTMENTS - NON-CURRENT	7,317,463.87	8,570,026.88
155.000	PREPAID ITEMS	1,854,647.45	2,271,982.95
Total Assets		32,540,672.84	37,502,496.21
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
201.000	VOUCHERS PAYABLE	7,057.25	597.15
202.000	ACCOUNTS PAYABLE	475,327.07	847,742.58
205.000	CONTRACTS PAYABLE	16,961.45	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	724.12	1,438.50
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
220.000	DEPOSITS	111,868.02	131,445.55
223.000	DEFERRED REVENUE	198,645.51	643,563.23
229.000	OTHER CURRENT LIABILITIES	1,877.38	1,921.04
Total Liabilities		812,460.80	1,626,708.05
*** Fund Balance ***			
251.000	PRIOR PERIOD ADJUSTMENT	0.00	0.00
280.000	FUND BALANCE - NONSPENDABLE	2,204,127.31	2,073,503.33
281.000	FUND BALANCE - RESTRICTED	881,505.26	1,043,938.92
282.000	FUND BALANCE - COMMITTED	738,810.99	1,220,429.16
283.000	FUND BALANCE - ASSIGNED	14,109,025.03	16,708,042.96
284.000	FUND BALANCE - UNASSIGNED	5,570,409.41	2,457,963.63
Total Fund Balance		23,503,878.00	23,503,878.00
Beginning Fund Balance		23,503,878.00	23,503,878.00
Net of Revenues VS Expenditures - 20-21			4,211,481.59
*20-21 End FB/21-22 Beg FB		27,715,359.59	
Net of Revenues VS Expenditures - Current Year		8,224,334.04	8,160,428.57
Ending Fund Balance		31,728,212.04	35,875,788.16
Total Liabilities And Fund Balance		32,540,672.84	37,502,496.21

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
General Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY-2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 001 - GENERAL FUND					
REVENUES					
AD VALOREM	14,391,648	14,391,648	10,713,921	3,677,727	10,535,674
OTHER TAXES	754,152	754,152	102,246	651,906	94,953
PUBLIC SERVICE TAXES	5,574,644	5,574,644	1,449,794	4,124,850	1,398,135
PERMITS, FEES, & SPECIAL ASSESSMENTS	319,220	319,220	224,608	94,612	108,571
FRANCHISE TAXES	3,411,575	3,411,575	854,373	2,557,202	857,309
OPERATING GRANTS	606,576	315,396	-	315,396	(2,622)
INTERGOVERNMENTAL REVENUE	3,970,912	4,180,517	1,041,391	3,139,126	844,899
TRANSFERS FROM OTHER FUNDS	2,403,668	2,403,668	600,917	1,802,751	560,610
CHARGES FOR SERVICES	781,415	781,415	467,593	313,822	372,894
FINES & FORFEITS	91,000	91,000	30,401	60,599	19,036
MISCELLANEOUS REVENUES	423,340	423,340	67,384	355,956	93,739
INTEREST REVENUES	60,000	60,000	17,117	42,883	11,974
RENTAL INCOME	92,526	92,526	62,038	30,488	14,663
USE OF RESERVES	4,743,857	5,567,096	-	5,567,096	-
CHARGES FOR GOVT SERVICES	2,255,177	2,255,177	563,794	1,691,383	488,334
TRANSFERS FROM OTHER FUNDS	636,164	636,164	138,463	497,701	88,343
TOTAL REVENUES	40,515,874	41,257,538	16,334,039	24,923,499	15,486,511
EXPENDITURES					
PERSONNEL	70,108	70,108	15,174	54,934	15,297
OPERATING	48,217	48,217	12,517	35,700	11,675
0100 - CITY COMMISSION	118,325	118,325	27,691	90,634	26,972
PERSONNEL	329,461	329,461	70,439	259,022	67,990
OPERATING	19,154	19,154	5,009	14,145	2,285
0101 - CITY MANAGER	348,615	348,615	75,448	273,167	70,275
PERSONNEL	377,005	377,005	64,629	312,376	45,105
OPERATING	58,344	71,344	4,550	66,794	8,640
0102 - CITY CLERK	435,349	448,349	69,179	379,170	53,745
PERSONNEL	833,965	833,965	185,274	648,691	175,570
OPERATING	93,478	93,478	22,724	70,754	22,984
0103 - FINANCE	927,443	927,443	207,998	719,445	198,553
PERSONNEL	83,008	83,008	17,687	65,321	16,372
OPERATING	363,450	363,450	41,256	322,194	70,162
0104 - LEGAL	446,458	446,458	58,943	387,515	86,534
PERSONNEL	616,126	616,126	152,542	463,584	89,463
OPERATING	890,260	890,260	220,446	669,814	277,622
0106 - ADMINISTRATIVE SERVICES	1,506,386	1,506,386	372,988	1,133,398	367,086
PERSONNEL	689,280	689,280	135,181	554,099	121,021
OPERATING	1,973,860	2,139,051	775,096	1,363,955	629,247
0110 - INFORMATION TECHNOLOGY	2,663,140	2,828,331	910,277	1,918,054	750,268
PERSONNEL	443,250	443,250	113,583	329,667	87,321
OPERATING	124,840	124,840	38,968	85,872	30,092
0115 - HUMAN RESOURCES	568,090	568,090	152,552	415,538	117,413
PERSONNEL	346,717	346,717	61,767	284,950	56,898
OPERATING	93,605	93,605	51,186	42,419	49,767
GRANTS & AID	100,000	100,000	-	100,000	-
1117 - COMMUNITY DEVELOPMENT	540,322	540,322	112,953	427,369	106,665
PERSONNEL	615,048	615,048	124,878	490,170	132,667
OPERATING	106,470	106,470	2,705	103,765	6,624
1118 - PLANNING	721,518	721,518	127,583	593,935	139,291
PERSONNEL	68,067	68,067	14,744	53,323	14,561
OPERATING	29,816	29,816	599	29,217	2,150
1119 - LICENCES & ENFORCEMENT	97,883	97,883	15,343	82,540	16,711
PERSONNEL	6,444,322	6,401,608	1,431,784	4,969,824	1,140,863
OPERATING	670,751	670,751	98,843	571,908	94,368
1222 - FIRE	7,115,073	7,072,359	1,530,626	5,541,733	1,235,230
PERSONNEL	9,511,721	9,511,721	2,011,415	7,500,306	1,718,922
OPERATING	1,348,206	1,397,789	287,165	1,110,624	246,532
1226 - POLICE	10,859,927	10,909,510	2,298,580	8,610,930	1,965,454

Required Supplementary Information
City of DeLand, Florida
General Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY-2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
PERSONNEL	57,824	57,824	12,814	45,010	10,676
OPERATING	1,140	1,140	1,129	11	(27)
1228 - PARKING SERVICES	58,964	58,964	13,943	45,021	10,649
PERSONNEL	314,144	314,144	77,992	236,152	67,264
OPERATING	85,560	85,560	10,942	74,618	13,297
1301 - PUBLIC WORKS ADMIN	399,704	399,704	88,934	310,770	80,561
PERSONNEL	794,594	794,594	125,264	669,330	112,906
OPERATING	947,663	969,963	159,936	810,027	175,851
1302 - STREETS	1,742,257	1,764,557	285,201	1,479,356	288,757
PERSONNEL	484,728	484,728	78,125	406,603	84,177
OPERATING	152,480	172,480	10,655	161,825	13,531
1303 - TREES	637,208	657,208	88,780	568,428	97,708
PERSONNEL	620,562	620,562	131,122	489,440	107,829
OPERATING	130,174	130,174	20,775	109,399	18,337
1304 - URBAN BEAUTIFICATION	750,736	750,736	151,897	598,839	126,166
PERSONNEL	512,147	512,147	109,226	402,921	101,465
OPERATING	61,266	61,266	10,518	50,748	15,950
1306 - VEHICLE MAINTENANCE	573,413	573,413	119,744	453,669	117,414
PERSONNEL	298,360	298,360	69,468	228,892	60,569
OPERATING	43,871	43,871	7,153	36,718	4,616
1401 - PARKS & REC ADMIN	342,231	342,231	76,621	265,610	65,186
PERSONNEL	254,082	254,082	55,014	199,068	51,020
OPERATING	104,560	104,560	28,827	75,733	9,994
1402 - RECREATION	358,642	358,642	83,841	274,801	61,014
PERSONNEL	1,483,457	1,483,457	281,318	1,202,139	227,110
OPERATING	563,046	567,996	142,834	425,162	137,352
1403 - PARKS	2,046,503	2,051,453	424,151	1,627,302	364,462
OPERATING	21,863	21,863	2,598	19,265	5,779
1404 - INTERMODAL TRANSPORTATION	21,863	21,863	2,598	19,265	5,779
OPERATING	16,119	16,119	6,673	9,446	7,126
1405 - TRAILER PARK	16,119	16,119	6,673	9,446	7,126
OPERATING	17,484	17,484	2,069	15,415	6,958
GRANTS & AID	10,000	10,000	-	10,000	-
1406 - DELAND HOUSE	27,484	27,484	2,069	25,415	6,958
PERSONNEL	303,514	303,514	60,315	243,199	50,638
OPERATING	123,544	123,544	21,675	101,869	21,905
1407 - ACTIVITY CENTER	427,058	427,058	81,989	345,069	72,543
OPERATING	116,479	116,479	21,709	94,770	33,579
1408 - STADIUM	116,479	116,479	21,709	94,770	33,579
PERSONNEL	12,918	12,918	1,483	11,435	885
OPERATING	48,000	48,000	8,943	39,057	395
1409 - SPECIAL EVENTS	60,918	60,918	10,426	50,492	1,280
PERSONNEL	271,468	271,468	53,474	217,994	50,674
OPERATING	121,343	121,343	25,746	95,597	24,780
1410 - CHISHOLM CENTER	392,811	392,811	79,220	313,591	75,454
CONTINGENCY	711,361	672,500	-	672,500	-
TRANSFERS TO OTHER FUNDS	5,483,594	6,031,809	675,654	5,356,155	713,345
TOTAL EXPENDITURES	40,515,874	41,257,538	8,173,611	33,083,927	7,262,177
Fund 001 - GENERAL FUND:					
TOTAL REVENUES	40,515,874	41,257,538	16,334,039	24,923,499	15,486,511
TOTAL EXPENDITURES	40,515,874	41,257,538	8,173,611	33,083,927	7,262,177
NET OF REVENUES & EXPENDITURES	-	-	8,160,429	(8,160,429)	8,224,334

GOVERNMENTAL FUND TYPES

SPECIAL REVENUE FUNDS

A special revenue fund is used when legal requirements restrict specific resources to be expended for specified purposes, with the exception of trust, capital projects or debt service. The confiscated Fund accounts for the receipts and disbursements of forfeited funds for law enforcement purposes. The Spring Hill Community Redevelopment Fund accounts for the revenues and expenditures of the Spring Hill Tax Increment District. The Downtown Community Redevelopment Fund accounts for the revenues and expenditures of the Downtown Tax Increment District. The Governmental Impact Fees Trust Fund accounts for projects using revenue collected from Police, Fire, Parks & Recreation and General Government Building Impact Fees paid by new construction. The Grant & Other Special Revenues Fund accounts for all capital projects and expenditures relating to grants which fund non-payroll operating expenses.

Fund 109 CONFISCATED FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	81,133.55	86,335.61
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
156.900	OTHER ASSETS - CURRENT	0.00	0.00
Total Assets		81,133.55	86,335.61
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	96.25	0.00
Total Liabilities		96.25	0.00
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	81,108.04	81,108.04
Total Fund Balance		81,108.04	81,108.04
Beginning Fund Balance		81,108.04	81,108.04
Net of Revenues VS Expenditures - 20-21			7,768.81
*20-21 End FB/21-22 Beg FB		88,876.85	
Net of Revenues VS Expenditures - Current Year		(70.74)	(2,541.24)
Ending Fund Balance		81,037.30	86,335.61
Total Liabilities And Fund Balance		81,133.55	86,335.61

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Confiscated Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 109 - CONFISCATED FUND					
REVENUES					
FINES & FORFEITS	3,000	3,000	-	3,000	-
INTEREST REVENUES	-	-	47	(47)	26
TOTAL REVENUES	<u>3,000</u>	<u>3,000</u>	<u>47</u>	<u>2,953</u>	<u>26</u>
EXPENDITURES					
OPERATING	3,000	3,000	2,589	411	96
TOTAL EXPENDITURES	<u>3,000</u>	<u>3,000</u>	<u>2,589</u>	<u>411</u>	<u>96</u>
Fund 109 - CONFISCATED FUND:					
TOTAL REVENUES	3,000	3,000	47	2,953	26
TOTAL EXPENDITURES	<u>3,000</u>	<u>3,000</u>	<u>2,589</u>	<u>411</u>	<u>96</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(2,541)</u>	<u>2,541</u>	<u>(71)</u>

Fund 120 HOMELESSNESS FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	743,277.09	604,404.93
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
	Total Assets	743,277.09	604,404.93
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	0.00	210.12
	Total Liabilities	0.00	210.12
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	654,253.12	654,253.12
	Total Fund Balance	654,253.12	654,253.12
	Beginning Fund Balance	654,253.12	654,253.12
	Net of Revenues VS Expenditures - 20-21		(26,819.24)
	*20-21 End FB/21-22 Beg FB	627,433.88	
	Net of Revenues VS Expenditures - Current Year	89,023.97	(23,239.07)
	Ending Fund Balance	743,277.09	604,194.81
	Total Liabilities And Fund Balance	743,277.09	604,404.93

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Homelessness Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 120 - HOMELESSNESS FUND					
REVENUES					
INTEREST REVENUES	-	-	320	(320)	213
MISCELLANEOUS REVENUES	325,000	325,000	88,600	236,400	194,740
USE OF RESERVES	176,677	221,822	-	221,822	-
TRANSFERS FROM OTHER FUNDS	50,000	50,000	12,500	37,500	12,500
TOTAL REVENUES	<u>551,677</u>	<u>596,822</u>	<u>101,420</u>	<u>495,402</u>	<u>207,453</u>
EXPENDITURES					
OPERATING	<u>551,677</u>	<u>596,822</u>	<u>124,659</u>	<u>472,163</u>	<u>118,429</u>
TOTAL EXPENDITURES	<u>551,677</u>	<u>596,822</u>	<u>124,659</u>	<u>472,163</u>	<u>118,429</u>
Fund 120 - HOMELESSNESS FUND:					
TOTAL REVENUES	551,677	596,822	101,420	495,402	207,453
TOTAL EXPENDITURES	<u>551,677</u>	<u>596,822</u>	<u>124,659</u>	<u>472,163</u>	<u>118,429</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(23,239)</u>	<u>23,239</u>	<u>89,024</u>

Fund 160 SPRING HILL CRA FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	313,211.46	633,263.45
115.100	ACCOUNTS RECEIVABLE	182,466.50	33,235.50
133.000	DUE FROM OTHER GOVERNMENTS	0.00	57.28
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		495,677.96	666,556.23
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	4,143.63	4,058.93
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	6.56	13.02
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
236.900	ADVANCES FROM OTHER FUNDS	0.00	0.00
Total Liabilities		4,150.19	4,071.95
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	319,812.00	319,812.00
Total Fund Balance		319,812.00	319,812.00
Beginning Fund Balance		319,812.00	319,812.00
Net of Revenues VS Expenditures - 20-21			69,391.36
*20-21 End FB/21-22 Beg FB		389,203.36	
Net of Revenues VS Expenditures - Current Year		171,715.77	273,280.92
Ending Fund Balance		491,527.77	662,484.28
Total Liabilities And Fund Balance		495,677.96	666,556.23

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Spring Hill Community Redevelopment Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 160 - SPRING HILL CRA FUND					
REVENUES					
INTEREST REVENUES	-	-	233	(233)	83
MISCELLANEOUS REVENUES	1,200	1,200	400	800	5,325
USE OF RESERVES	-	7,331	-	7,331	-
AD VALOREM	320,310	320,310	325,492	(5,182)	292,529
CAPITAL GRANTS	33,457	133,457	2,240	131,217	(62,500)
TOTAL REVENUES	<u>354,967</u>	<u>462,298</u>	<u>328,365</u>	<u>133,934</u>	<u>235,437</u>
EXPENDITURES					
OPERATING	41,484	41,784	5,019	36,765	10,167
PERSONNEL	118,454	118,454	27,504	90,950	22,788
CAPITAL OUTLAY	-	7,181	3,072	4,109	12,517
GRANTS & AID	110,000	110,000	-	110,000	-
CONTINGENCY	39,839	136,539	-	136,539	-
TRANSFERS TO OTHER FUNDS	45,190	48,340	19,489	28,851	18,248
TOTAL EXPENDITURES	<u>354,967</u>	<u>462,298</u>	<u>55,084</u>	<u>407,214</u>	<u>63,721</u>
Fund 160 - SPRING HILL CRA FUND:					
TOTAL REVENUES	354,967	462,298	328,365	133,934	235,437
TOTAL EXPENDITURES	<u>354,967</u>	<u>462,298</u>	<u>55,084</u>	<u>407,214</u>	<u>63,721</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>273,281</u>	<u>(273,281)</u>	<u>171,716</u>

Fund 170 GIFT FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	1,052,097.56	1,699,551.69
131.000	DUE FROM OTHER FUNDS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		1,052,097.56	1,699,551.69
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	0.00	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
Total Liabilities		0.00	0.00
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	1,199,864.91	1,199,864.91
Total Fund Balance		1,199,864.91	1,199,864.91
Beginning Fund Balance		1,199,864.91	1,199,864.91
Net of Revenues VS Expenditures - 20-21			630,801.87
*20-21 End FB/21-22 Beg FB		1,830,666.78	
Net of Revenues VS Expenditures - Current Year		(147,767.35)	(131,115.09)
Ending Fund Balance		1,052,097.56	1,699,551.69
Total Liabilities And Fund Balance		1,052,097.56	1,699,551.69

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Governmental Impact Fees Trust Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 170 - GIFT FUND					
REVENUES					
INTEREST REVENUES	-	-	1,085	(1,085)	367
USE OF RESERVES	335,000	622,585	-	622,585	-
PERMITS, FEES, & SPECIAL ASSESSMENTS	962,807	962,807	404,025	558,782	355,094
TOTAL REVENUES	<u>1,297,807</u>	<u>1,585,392</u>	<u>405,110</u>	<u>1,180,282</u>	<u>355,461</u>
EXPENDITURES					
OPERATING	43,651	43,651	-	43,651	-
CAPITAL OUTLAY	-	82,085	-	82,085	-
TRANSFERS TO OTHER FUNDS	1,254,156	1,459,656	536,225	923,431	503,228
TOTAL EXPENDITURES	<u>1,297,807</u>	<u>1,585,392</u>	<u>536,225</u>	<u>1,049,167</u>	<u>503,228</u>
Fund 170 - GIFT FUND:					
TOTAL REVENUES	1,297,807	1,585,392	405,110	1,180,282	355,461
TOTAL EXPENDITURES	<u>1,297,807</u>	<u>1,585,392</u>	<u>536,225</u>	<u>1,049,167</u>	<u>503,228</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(131,115)</u>	<u>131,115</u>	<u>(147,767)</u>

Fund 180 DOWNTOWN CRA FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
104.000	EQUITY IN POOLED CASH	1,321,358.88	1,678,819.73
115.100	ACCOUNTS RECEIVABLE	228,560.57	57,837.42
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
Total Assets		1,549,919.45	1,736,657.15
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	34,478.20	7,935.39
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	0.00	0.00
220.000	DEPOSITS	0.00	0.00
223.000	DEFERRED REVENUE	0.00	0.00
Total Liabilities		34,478.20	7,935.39
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	1,070,465.09	1,070,465.09
Total Fund Balance		1,070,465.09	1,070,465.09
Beginning Fund Balance		1,070,465.09	1,070,465.09
Net of Revenues VS Expenditures - 20-21			202,054.96
*20-21 End FB/21-22 Beg FB		1,272,520.05	
Net of Revenues VS Expenditures - Current Year		444,976.16	456,201.71
Ending Fund Balance		1,515,441.25	1,728,721.76
Total Liabilities And Fund Balance		1,549,919.45	1,736,657.15

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Downtown Community Redevelopment Fund
Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 180 - DOWNTOWN CRA FUND					
REVENUES					
INTEREST REVENUES	-	-	742	(742)	359
MISCELLANEOUS REVENUES	14,604	14,604	5,023	9,581	4,873
USE OF RESERVES	-	727,548	-	727,548	-
AD VALOREM	526,940	526,940	528,729	(1,789)	529,055
CHARGES FOR SERVICES	58,105	58,105	20,461	37,644	19,852
TOTAL REVENUES	<u>599,649</u>	<u>1,327,197</u>	<u>554,954</u>	<u>772,243</u>	<u>554,139</u>
EXPENDITURES					
OPERATING	334,429	343,417	66,170	277,247	86,219
CAPITAL OUTLAY	127,000	845,560	12,437	833,123	3,663
GRANTS & AID	27,500	27,500	-	27,500	-
CONTINGENCY	72,286	72,286	-	72,286	-
TRANSFERS TO OTHER FUNDS	38,434	38,434	20,145	18,289	19,281
TOTAL EXPENDITURES	<u>599,649</u>	<u>1,327,197</u>	<u>98,753</u>	<u>1,228,444</u>	<u>109,163</u>
Fund 180 - DOWNTOWN CRA FUND:					
TOTAL REVENUES	599,649	1,327,197	554,954	772,243	554,139
TOTAL EXPENDITURES	599,649	1,327,197	98,753	1,228,444	109,163
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>456,202</u>	<u>(456,202)</u>	<u>444,976</u>

Fund 190 GRANT & SPECIAL REVENUE FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
104.000	EQUITY IN POOLED CASH	758,240.01	292,346.89
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	134,626.69	380,851.29
Total Assets		892,866.70	673,198.18
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	4,725.23	90,049.79
205.000	CONTRACTS PAYABLE	26,295.13	0.00
207.000	DUE TO OTHER FUNDS	0.00	0.00
223.000	DEFERRED REVENUE	14,267.98	0.00
Total Liabilities		45,288.34	90,049.79
*** Fund Balance ***			
251.000	PRIOR PERIOD ADJUSTMENT	0.00	0.00
281.000	FUND BALANCE - RESTRICTED	1,108,768.41	1,108,768.41
Total Fund Balance		1,108,768.41	1,108,768.41
Beginning Fund Balance		1,108,768.41	1,108,768.41
Net of Revenues VS Expenditures - 20-21			(553,876.06)
*20-21 End FB/21-22 Beg FB		554,892.35	
Net of Revenues VS Expenditures - Current Year		(261,190.05)	28,256.04
Ending Fund Balance		847,578.36	583,148.39
Total Liabilities And Fund Balance		892,866.70	673,198.18

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Grants & Special Revenue Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 190 - GRANT & SPECIAL REVENUE FUND					
REVENUES					
INTEREST REVENUES	-	-	132	(132)	258
MISCELLANEOUS REVENUES	2,899,272	2,899,272	-	2,899,272	-
USE OF RESERVES	-	49,343	-	49,343	-
TRANSFERS FROM OTHER FUNDS	2,463,023	2,463,023	44,669	2,418,354	56,061
CAPITAL GRANTS	1,512,237	2,135,309	-	2,135,309	(4,085)
OTHER TAXES	284,357	284,357	75,624	208,733	70,108
TOTAL REVENUES	<u>7,158,889</u>	<u>7,831,304</u>	<u>120,425</u>	<u>7,710,879</u>	<u>122,342</u>
EXPENDITURES					
OPERATING	1,000,000	1,158,506	-	1,158,506	50
CAPITAL OUTLAY	6,158,889	6,672,798	92,169	6,580,629	383,483
TOTAL EXPENDITURES	<u>7,158,889</u>	<u>7,831,304</u>	<u>92,169</u>	<u>7,739,135</u>	<u>383,533</u>
Fund 190 - GRANT & SPECIAL REVENUE FUND:					
TOTAL REVENUES	7,158,889	7,831,304	120,425	7,710,879	122,342
TOTAL EXPENDITURES	<u>7,158,889</u>	<u>7,831,304</u>	<u>92,169</u>	<u>7,739,135</u>	<u>383,533</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>28,256</u>	<u>(28,256)</u>	<u>(261,190)</u>

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GOVERNMENTAL FUND TYPES

DEBT SERVICE FUND

A debt service fund is used to account for the accumulation of financial resources to be used the payment of general long-term debt principal and interest. The Debt Service Fund accounts for the revenues and expenditures for all Governmental Fund payments on long-term debt and is funded through transfers from other funds.

Fund 200 DEBT SERVICE FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	3,299.78	3,299.78
	Total Assets	3,299.78	3,299.78
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	3,299.78	3,299.78
	Total Liabilities	3,299.78	3,299.78
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	0.00	0.00
	Total Fund Balance	0.00	0.00
	Beginning Fund Balance	0.00	0.00
	Net of Revenues VS Expenditures - 20-21		0.00
	*20-21 End FB/21-22 Beg FB	0.00	
	Net of Revenues VS Expenditures - Current Year	0.00	0.00
	Ending Fund Balance	0.00	0.00
	Total Liabilities And Fund Balance	3,299.78	3,299.78

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Debt Service Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 200 - DEBT SERVICE FUND					
REVENUES					
TRANSFERS FROM OTHER FUNDS	1,791,364	1,791,364	786,686	1,004,678	1,123,980
TOTAL REVENUES	<u>1,791,364</u>	<u>1,791,364</u>	<u>786,686</u>	<u>1,004,678</u>	<u>1,123,980</u>
EXPENDITURES					
PRINCIPAL & INTEREST	1,791,364	1,791,364	786,686	1,004,678	1,123,980
TOTAL EXPENDITURES	<u>1,791,364</u>	<u>1,791,364</u>	<u>786,686</u>	<u>1,004,678</u>	<u>1,123,980</u>
Fund 200 - DEBT SERVICE FUND:					
TOTAL REVENUES	1,791,364	1,791,364	786,686	1,004,678	1,123,980
TOTAL EXPENDITURES	<u>1,791,364</u>	<u>1,791,364</u>	<u>786,686</u>	<u>1,004,678</u>	<u>1,123,980</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

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GOVERNMENTAL FUND TYPES

CAPITAL PROJECTS FUNDS

A capital projects fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by proprietary funds or trust funds. The Capital Projects Fund accounts for the revenues and expenditures for all General Fund capital projects.

Fund 300 CAPITAL PROJECTS FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	926,512.41	0.00
104.000	EQUITY IN POOLED CASH	5,360,805.45	958,530.86
131.000	DUE FROM OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
Total Assets		6,287,317.86	958,530.86
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	567,693.74	33,270.85
205.000	CONTRACTS PAYABLE	117,641.94	648,369.68
207.000	DUE TO OTHER FUNDS	0.00	0.00
Total Liabilities		685,335.68	681,640.53
*** Fund Balance ***			
281.000	FUND BALANCE - RESTRICTED	7,506,909.38	7,506,909.38
283.000	FUND BALANCE - ASSIGNED	0.00	0.00
Total Fund Balance		7,506,909.38	7,506,909.38
Beginning Fund Balance		7,506,909.38	7,506,909.38
Net of Revenues VS Expenditures - 20-21			
*20-21 End FB/21-22 Beg FB		425,955.88	(7,080,953.50)
Net of Revenues VS Expenditures - Current Year		(1,904,927.20)	(149,065.55)
Ending Fund Balance		5,601,982.18	276,890.33
Total Liabilities And Fund Balance		6,287,317.86	958,530.86

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Capital Projects Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 300 - CAPITAL PROJECTS FUND					
REVENUES					
INTEREST REVENUES	-	-	540	(540)	2,047
USE OF RESERVES	-	387,256	-	387,256	-
TRANSFERS FROM OTHER FUNDS	2,311,835	3,438,483	356,419	3,082,064	60,451
AD VALOREM	-	-	-	-	330,790
TOTAL REVENUES	<u>2,311,835</u>	<u>3,825,739</u>	<u>356,959</u>	<u>3,468,780</u>	<u>393,287</u>
EXPENDITURES					
CAPITAL OUTLAY	<u>2,311,835</u>	<u>3,825,739</u>	<u>506,025</u>	<u>3,319,714</u>	<u>2,298,215</u>
TOTAL EXPENDITURES	<u>2,311,835</u>	<u>3,825,739</u>	<u>506,025</u>	<u>3,319,714</u>	<u>2,298,215</u>
Fund 300 - CAPITAL PROJECTS FUND:					
TOTAL REVENUES	2,311,835	3,825,739	356,959	3,468,780	393,287
TOTAL EXPENDITURES	<u>2,311,835</u>	<u>3,825,739</u>	<u>506,025</u>	<u>3,319,714</u>	<u>2,298,215</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(149,066)</u>	<u>149,066</u>	<u>(1,904,927)</u>

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PROPRIETARY FUND TYPES

ENTERPRISE FUNDS

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs of providing goods or services to the general public on a continuing basis should be financed or recovered through user charges. Currently there are five enterprise funds which consist of the Water & Sewer Revenue Fund, Municipal Airport Fund, Refuse Collection Fund, Stormwater Revenue Fund and Permits & Inspections Fund.

Fund 401 WATER & SEWER FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	8,726,779.49	5,005,367.85
104.000	EQUITY IN POOLED CASH	17,854,145.78	23,141,210.48
115.100	ACCOUNTS RECEIVABLE	3,132,486.90	2,896,289.61
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(609,723.84)	(386,566.56)
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
131.000	DUE FROM OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	21,242.14	24,130.29
151.900	INVESTMENTS - NON-CURRENT	16,754,362.51	20,202,752.63
155.000	PREPAID ITEMS	195,565.45	185,069.15
161.900	LAND	1,678,336.32	1,678,336.32
162.900	BUILDINGS	9,881,318.16	10,006,710.16
163.900	ACCUM DEPREC - BUILDINGS	(7,800,406.24)	(7,874,547.41)
164.900	INFRASTRUCTURE	112,188,933.47	112,244,939.98
165.900	ACCUM DEPREC - INFRASTRUCTURE	(29,705,335.59)	(32,375,833.52)
166.900	EQUIPMENT & FURNITURE	18,090,448.73	18,725,390.61
167.900	ACCUM DEPREC - EQUIPMENT	(11,189,809.70)	(12,211,457.03)
169.900	CONSTRUCTION WORK IN PROGRESS	7,785,809.18	12,456,489.14
190.000	DEFERRED OUTFLOW	309,432.00	229,454.00
Total Assets		147,313,584.76	153,947,735.70
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	201,725.11	458,008.47
203.900	NOTES & LOANS PAYABLE - LT	0.00	0.00
205.000	CONTRACTS PAYABLE	995.00	118,318.62
207.000	DUE TO OTHER FUNDS	0.00	0.00
215.000	ACCRUED INTEREST PAYABLE	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	576,962.38	603,173.26
220.000	DEPOSITS	0.00	0.00
223.000	DEFERRED REVENUE	324,379.00	91,985.84
229.000	OTHER CURRENT LIABILITIES	2,436,475.00	2,335,479.00
290.000	DEFERRED INFLOW	40,535.00	33,809.00
Total Liabilities		3,581,071.49	3,640,774.19
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	100,929,294.33	106,527,080.22
275.000	NET ASSETS, RESTRICTED	0.00	0.00
276.000	NET ASSETS, UNRESTRICTED	40,952,779.70	37,382,659.12
Total Fund Balance		141,882,074.03	143,909,739.34
Beginning Fund Balance		137,369,697.20	143,909,739.34
Net of Revenues VS Expenditures - 20-21			5,326,576.40
Fund Balance Adjustments - 20-21		4,512,376.83	
*20-21 End FB/21-22 Beg FB		149,236,315.74	
Net of Revenues VS Expenditures - Current Year		1,850,439.24	1,070,645.77
Fund Balance Adjustments		4,512,376.83	0.00
Ending Fund Balance		143,732,513.27	150,306,961.51
Total Liabilities And Fund Balance		147,313,584.76	153,947,735.70

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Water & Sewer Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and 2020 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 401 - WATER & SEWER FUND					
REVENUES					
CHARGES FOR SERVICES	23,371,423	23,439,176	6,207,671	17,231,505	5,498,428
MISCELLANEOUS REVENUES	424,857	438,357	(106,431)	544,788	35,477
INTEREST REVENUES	120,000	120,000	34,670	85,330	30,751
USE OF RESERVES	11,785,116	22,541,557	-	22,541,557	-
CAPITAL GRANTS	41,530	1,460,126	88,102	1,372,024	-
CHARGES FOR GOVT SERVICES	120,400	120,400	22,023	98,377	21,644
TOTAL REVENUES	35,863,326	48,119,616	6,246,035	41,873,581	5,586,299
EXPENDITURES					
PERSONNEL	878,064	878,064	191,829	686,235	202,238
OPERATING	662,415	792,895	120,843	672,053	119,442
TRANSFERS TO OTHER FUNDS	2,403,668	2,403,668	600,917	1,802,751	560,610
CAPITAL OUTLAY	10,090,000	10,532,709	48,000	10,484,709	249
4201 - UTILITIES ADMIN	14,034,147	14,607,336	961,589	13,645,747	882,539
PERSONNEL	849,464	849,464	148,660	700,804	140,525
OPERATING	58,755	108,034	27,931	80,103	36,606
CAPITAL OUTLAY	-	36,460	-	36,460	-
4202 - ENGINEERING	908,219	993,958	176,591	817,367	177,132
PERSONNEL	552,014	552,014	109,992	442,022	84,897
OPERATING	824,461	887,815	179,169	708,646	177,539
CAPITAL OUTLAY	226,322	4,275,374	39,500	4,235,874	12,833
4203 - WATER PRODUCTION	1,602,797	5,715,203	328,661	5,386,542	275,269
PERSONNEL	1,826,484	1,826,484	379,467	1,447,017	315,117
OPERATING	2,027,793	2,090,524	126,384	1,964,140	299,844
CAPITAL OUTLAY	726,600	2,496,054	-	2,496,054	29,355
4204 - WATER DISTRIBUTION	4,580,877	6,413,062	505,851	5,907,211	644,316
PERSONNEL	1,068,291	1,068,291	192,324	875,967	191,522
OPERATING	1,293,217	1,326,136	232,576	1,093,560	289,783
CAPITAL OUTLAY	4,271,968	9,230,269	1,477,699	7,752,570	76,720
4205 - WASTEWATER TREATMENT	6,633,476	11,624,696	1,902,599	9,722,097	558,024
PERSONNEL	1,505,473	1,505,473	304,057	1,201,416	251,558
OPERATING	446,456	446,456	120,475	325,982	99,271
CAPITAL OUTLAY	514,475	514,475	29,724	484,751	31,697
4206 - UTILITIES MAINTENANCE	2,466,404	2,466,404	454,255	2,012,149	382,526
PERSONNEL	892,146	892,146	139,080	753,066	126,871
OPERATING	65,223	65,223	8,851	56,372	13,559
CAPITAL OUTLAY	134,347	135,600	-	135,600	-
4208 - FACILITIES MAINTENANCE	1,091,716	1,092,969	147,931	945,038	140,429
PERSONNEL	1,108,077	1,108,077	213,799	894,278	166,796
OPERATING	330,445	330,445	62,664	267,781	89,002
CAPITAL OUTLAY	300,000	300,000	-	300,000	-
4209 - CUSTOMER SERVICE	1,738,522	1,738,522	276,463	1,462,059	255,799
PERSONNEL	497,427	497,427	104,099	393,328	94,849
OPERATING	134,725	134,725	25,060	109,665	16,968
CAPITAL OUTLAY	664,894	1,094,386	-	1,094,386	63,953
4210 - WASTEWATER COLLECTION	1,297,046	1,726,538	129,159	1,597,379	175,769
CONTINGENCY	400,000	400,000	-	400,000	-
SERVICES PROVIDED BY GEN GOVT	1,021,219	1,021,219	255,305	765,914	208,404
TRANSFERS TO OTHER FUNDS	88,903	319,709	36,986	282,723	35,652
TOTAL EXPENDITURES	35,863,326	48,119,616	5,175,389	42,944,227	3,735,860
Fund 401 - WATER & SEWER FUND:					
TOTAL REVENUES	35,863,326	48,119,616	6,246,035	41,873,581	5,586,299
TOTAL EXPENDITURES	35,863,326	48,119,616	5,175,389	42,944,227	3,735,860
NET OF REVENUES & EXPENDITURES	-	-	1,070,646	(1,070,646)	1,850,439

Fund 404 WATER & WASTEWATER TRUST

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	3,640,606.28	2,349,981.54
104.000	EQUITY IN POOLED CASH	3,116,258.04	2,316,568.72
115.100	ACCOUNTS RECEIVABLE	121,412.03	479.39
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	6,469.37	6,042.23
151.900	INVESTMENTS - NON-CURRENT	4,218,724.12	5,436,594.92
Total Assets		11,103,469.84	10,109,666.80
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
202.000	ACCOUNTS PAYABLE	7,183.54	135,341.05
205.000	CONTRACTS PAYABLE	117,349.49	136,395.61
Total Liabilities		124,533.03	271,736.66
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	0.00	(6,540,042.14)
275.000	NET ASSETS, RESTRICTED	11,030,592.67	10,052,403.69
276.000	NET ASSETS, UNRESTRICTED	(201,377.00)	776,811.98
Total Fund Balance		10,829,215.67	4,289,173.53
Beginning Fund Balance		10,829,215.67	4,289,173.53
Net of Revenues VS Expenditures - 20-21			5,770,504.38
*20-21 End FB/21-22 Beg FB		10,059,677.91	
Net of Revenues VS Expenditures - Current Year		149,721.14	(221,747.77)
Ending Fund Balance		10,978,936.81	9,837,930.14
Total Liabilities And Fund Balance		11,103,469.84	10,109,666.80

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Water & Wastewater Trust Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 404 - WATER & WASTEWATER TRUST					
REVENUES					
INTEREST REVENUES	-	-	6,495	(6,495)	8,940
MISCELLANEOUS REVENUES	-	-	(70,302)	70,302	271
USE OF RESERVES	3,358,186	9,156,102	-	9,156,102	-
CAPITAL GRANTS	-	766,083	0	766,083	-
PERMITS. FEES, & SPECIAL ASSESSMENTS	3,000,000	3,000,000	796,983	2,203,017	662,816
TOTAL REVENUES	<u>6,358,186</u>	<u>12,922,185</u>	<u>733,175</u>	<u>12,189,010</u>	<u>672,026</u>
EXPENDITURES					
CAPITAL OUTLAY	6,358,186	12,922,185	954,923	11,967,262	522,305
TOTAL EXPENDITURES	<u>6,358,186</u>	<u>12,922,185</u>	<u>954,923</u>	<u>11,967,262</u>	<u>522,305</u>
Fund 404 - WATER & WASTEWATER TRUST:					
TOTAL REVENUES	6,358,186	12,922,185	733,175	12,189,010	672,026
TOTAL EXPENDITURES	<u>6,358,186</u>	<u>12,922,185</u>	<u>954,923</u>	<u>11,967,262</u>	<u>522,305</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(221,748)</u>	<u>221,748</u>	<u>149,721</u>

Fund 430 AIRPORT FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	0.00	0.00
102.000	CASH ON HAND	0.00	2,000.00
104.000	EQUITY IN POOLED CASH	1,928,731.69	2,192,402.05
115.100	ACCOUNTS RECEIVABLE	127,385.79	96,594.10
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(9,795.58)	(4,396.33)
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	136,144.39	36,744.23
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
141.000	INVENTORIES	355.27	966.39
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
155.000	PREPAID ITEMS	25,609.54	28,511.24
161.900	LAND	3,935,210.59	3,935,210.59
162.900	BUILDINGS	6,372,050.59	6,372,050.59
163.900	ACCUM DEPREC - BUILDINGS	(1,724,401.41)	(1,872,120.30)
164.900	INFRASTRUCTURE	36,406,279.23	36,443,371.22
165.900	ACCUM DEPREC - INFRASTRUCTURE	(11,034,551.80)	(11,723,455.83)
166.900	EQUIPMENT & FURNITURE	700,470.19	684,785.67
167.900	ACCUM DEPREC - EQUIPMENT	(558,689.12)	(580,943.97)
169.900	CONSTRUCTION WORK IN PROGRESS	1,824,073.81	504,055.20
Total Assets		38,128,873.18	36,115,774.85
*** Liabilities ***			
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
201.000	VOUCHERS PAYABLE	0.00	0.00
202.000	ACCOUNTS PAYABLE	62,956.68	24,000.94
203.900	NOTES & LOANS PAYABLE - LT	0.00	0.00
205.000	CONTRACTS PAYABLE	14,525.49	12,475.24
207.000	DUE TO OTHER FUNDS	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	7,462.45	15,163.65
215.000	ACCRUED INTEREST PAYABLE	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	56,186.59	65,436.86
220.000	DEPOSITS	71,477.44	78,848.20
223.000	DEFERRED REVENUE	4,662.28	0.00
225.900	CAPITAL LEASES - LONG TERM	0.00	0.00
236.900	ADVANCES FROM OTHER FUNDS	2,073,412.52	1,920,966.40
Total Liabilities		2,290,683.45	2,116,891.29
*** Fund Balance ***			
273.000	DEBT USED TO ACQUIRE FA	0.00	0.00
274.000	NET ASSETS, INVEST IN CAPITAL	35,920,442.08	34,644,330.94
275.000	NET ASSETS, RESTRICTED	18,555.14	18,555.14
276.000	NET ASSETS, UNRESTRICTED	(286,896.93)	(585,439.65)
Total Fund Balance		35,652,100.29	34,077,446.43
Beginning Fund Balance		34,077,446.43	34,077,446.43
Net of Revenues VS Expenditures - 20-21			(286,520.21)
Fund Balance Adjustments - 20-21		1,574,653.86	
*20-21 End FB/21-22 Beg FB		33,790,926.22	
Net of Revenues VS Expenditures - Current Year		186,089.44	207,957.34
Fund Balance Adjustments		1,574,653.86	0.00
Ending Fund Balance		35,838,189.73	33,998,883.56
Total Liabilities And Fund Balance		38,128,873.18	36,115,774.85

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Municipal Airport Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 430 - AIRPORT FUND					
REVENUES					
INTEREST REVENUES	4,990	4,990	1,225	3,765	644
MISCELLANEOUS REVENUES	5,000	5,000	435	4,565	972
USE OF RESERVES	51,994	1,177,303	-	1,177,303	-
CAPITAL GRANTS	652,600	7,040,179	0	7,040,179	(15,747)
CHARGES FOR SERVICES	98,149	98,149	56,154	41,995	24,827
RENTAL INCOME	1,642,329	1,642,329	577,269	1,065,060	549,056
TOTAL REVENUES	<u>2,455,062</u>	<u>9,967,950</u>	<u>635,083</u>	<u>9,332,867</u>	<u>559,752</u>
EXPENDITURES					
OPERATING	611,183	844,860	188,863	655,997	107,855
PERSONNEL	625,773	625,773	127,836	497,937	115,795
CAPITAL OUTLAY	724,000	7,995,236	7,285	7,987,951	51,053
TRANSFERS TO OTHER FUNDS	237,832	245,807	39,075	206,732	39,560
SERVICES PROVIDED BY GEN GOVT	256,274	256,274	64,069	192,205	59,401
TOTAL EXPENDITURES	<u>2,455,062</u>	<u>9,967,950</u>	<u>427,126</u>	<u>9,540,824</u>	<u>373,663</u>
Fund 430 - AIRPORT FUND:					
TOTAL REVENUES	2,455,062	9,967,950	635,083	9,332,867	559,752
TOTAL EXPENDITURES	<u>2,455,062</u>	<u>9,967,950</u>	<u>427,126</u>	<u>9,540,824</u>	<u>373,663</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>207,957</u>	<u>(207,957)</u>	<u>186,089</u>

Fund 440 REFUSE COLLECTION FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	176,130.12	131,719.44
115.100	ACCOUNTS RECEIVABLE	564,636.99	479,747.45
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(100,296.98)	(63,617.39)
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
151.900	INVESTMENTS - NON-CURRENT	0.00	0.00
Total Assets		640,470.13	547,849.50
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	212,580.53	213,216.39
207.000	DUE TO OTHER FUNDS	0.00	0.00
220.000	DEPOSITS	75,395.03	0.00
Total Liabilities		287,975.56	213,216.39
*** Fund Balance ***			
276.000	NET ASSETS, UNRESTRICTED	6,798.67	6,798.67
Total Fund Balance		6,798.67	6,798.67
Beginning Fund Balance		6,798.67	6,798.67
Net of Revenues VS Expenditures - 20-21			(5,622.45)
*20-21 End FB/21-22 Beg FB		1,176.22	
Net of Revenues VS Expenditures - Current Year		345,695.90	333,456.89
Ending Fund Balance		352,494.57	334,633.11
Total Liabilities And Fund Balance		640,470.13	547,849.50

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Refuse Collection Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 440 - REFUSE COLLECTION FUND					
REVENUES					
INTEREST REVENUES	-	-	84	(84)	45
CHARGES FOR SERVICES	4,065,500	4,065,500	1,031,190	3,034,310	1,012,734
TOTAL REVENUES	<u>4,065,500</u>	<u>4,065,500</u>	<u>1,031,274</u>	<u>3,034,226</u>	<u>1,012,778</u>
EXPENDITURES					
OPERATING	3,961,100	3,961,100	679,794	3,281,306	649,438
SERVICES PROVIDED BY GEN GOVT	104,400	104,400	18,023	86,377	17,644
TOTAL EXPENDITURES	<u>4,065,500</u>	<u>4,065,500</u>	<u>697,817</u>	<u>3,367,683</u>	<u>667,082</u>
Fund 440 - REFUSE COLLECTION FUND:					
TOTAL REVENUES	4,065,500	4,065,500	1,031,274	3,034,226	1,012,778
TOTAL EXPENDITURES	<u>4,065,500</u>	<u>4,065,500</u>	<u>697,817</u>	<u>3,367,683</u>	<u>667,082</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>333,457</u>	<u>(333,457)</u>	<u>345,696</u>

Fund 450 STORMWATER FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	349,386.73	38,398.41
104.000	EQUITY IN POOLED CASH	1,424,177.75	1,791,602.60
115.100	ACCOUNTS RECEIVABLE	396,464.72	362,077.69
117.000	ALLOWANCE FOR UNCOLLECTIBLE AR	(39,693.09)	(62,188.18)
128.900	NOTES RECEIVABLE - NON-CURRENT	0.00	0.00
132.000	ADVANCES TO OTHER FUNDS	0.00	0.00
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	44,768.95	42,506.42
151.900	INVESTMENTS - NON-CURRENT	1,015,610.07	1,308,798.68
155.000	PREPAID ITEMS	7,005.74	21,294.72
161.900	LAND	1,076,393.39	1,076,393.39
162.900	BUILDINGS	124,414.48	124,414.48
163.900	ACCUM DEPREC - BUILDINGS	(19,704.37)	(22,814.73)
164.900	INFRASTRUCTURE	4,121,357.85	4,121,357.85
165.900	ACCUM DEPREC - INFRASTRUCTURE	(808,566.07)	(883,822.44)
166.900	EQUIPMENT & FURNITURE	2,929,152.17	2,962,992.45
167.900	ACCUM DEPREC - EQUIPMENT	(1,613,744.62)	(1,834,421.05)
169.900	CONSTRUCTION WORK IN PROGRESS	84,629.89	570,559.93
190.000	DEFERRED OUTFLOW	15,836.00	18,144.00
Total Assets		9,107,489.59	9,635,294.22
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	14,817.37	8,396.73
203.900	NOTES & LOANS PAYABLE - LT	0.00	0.00
205.000	CONTRACTS PAYABLE	0.00	11,154.38
207.000	DUE TO OTHER FUNDS	0.00	0.00
215.000	ACCRUED INTEREST PAYABLE	0.00	0.00
216.000	ACCRUED SALARIES & WAGES	16,832.45	24,979.48
220.000	DEPOSITS	25,005.67	0.00
223.000	DEFERRED REVENUE	0.00	0.00
225.900	CAPITAL LEASES - LONG TERM	0.00	0.00
229.000	OTHER CURRENT LIABILITIES	112,369.00	184,326.00
236.900	ADVANCES FROM OTHER FUNDS	0.00	0.00
290.000	DEFERRED INFLOW	3,235.00	2,723.00
Total Liabilities		172,259.49	231,579.59
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	5,893,932.72	6,485,232.62
276.000	NET ASSETS, UNRESTRICTED	2,190,099.08	1,540,750.18
Total Fund Balance		8,084,031.80	8,025,982.80
Beginning Fund Balance		8,025,982.80	8,025,982.80
Net of Revenues VS Expenditures - 20-21			564,328.12
Fund Balance Adjustments - 20-21		58,049.00	
*20-21 End FB/21-22 Beg FB		8,590,310.92	
Net of Revenues VS Expenditures - Current Year		851,198.30	813,403.71
Fund Balance Adjustments		58,049.00	0.00
Ending Fund Balance		8,935,230.10	9,403,714.63
Total Liabilities And Fund Balance		9,107,489.59	9,635,294.22

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Stormwater Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 450 - STORMWATER FUND					
REVENUES					
INTEREST REVENUES	8,000	8,000	2,053	5,947	2,138
MISCELLANEOUS REVENUES	2,500	2,500	(6,428)	8,928	19,854
USE OF RESERVES	606,925	1,628,438	-	1,628,438	-
CHARGES FOR SERVICES	2,010,612	2,010,612	1,102,062	908,550	1,030,980
TOTAL REVENUES	<u>2,628,037</u>	<u>3,649,550</u>	<u>1,097,688</u>	<u>2,551,862</u>	<u>1,052,972</u>
EXPENDITURES					
OPERATING	343,229	343,229	27,550	315,679	28,926
PERSONNEL	791,475	791,475	129,371	662,104	94,060
CAPITAL OUTLAY	1,217,114	2,230,652	58,201	2,172,451	14,016
TRANSFERS TO OTHER FUNDS	11,102	19,077	2,882	16,195	926
SERVICES PROVIDED BY GEN GOVT	265,117	265,117	66,279	198,838	63,845
TOTAL EXPENDITURES	<u>2,628,037</u>	<u>3,649,550</u>	<u>284,284</u>	<u>3,365,266</u>	<u>201,773</u>
Fund 450 - STORMWATER FUND:					
TOTAL REVENUES	2,628,037	3,649,550	1,097,688	2,551,862	1,052,972
TOTAL EXPENDITURES	<u>2,628,037</u>	<u>3,649,550</u>	<u>284,284</u>	<u>3,365,266</u>	<u>201,773</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>813,404</u>	<u>(813,404)</u>	<u>851,198</u>

Fund 480 PERMITS & INSPECTIONS FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	2,038,893.33	1,556,780.41
102.000	CASH ON HAND	100.00	100.00
104.000	EQUITY IN POOLED CASH	300,159.32	617,211.71
133.000	DUE FROM OTHER GOVERNMENTS	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	2,419.52	2,259.77
151.900	INVESTMENTS - NON-CURRENT	1,577,789.15	2,033,268.88
155.000	PREPAID ITEMS	0.00	0.00
164.900	INFRASTRUCTURE	968,618.27	983,973.27
165.900	ACCUM DEPREC - INFRASTRUCTURE	(82,410.50)	(263,869.24)
166.900	EQUIPMENT & FURNITURE	204,231.19	208,601.19
167.900	ACCUM DEPREC - EQUIPMENT	(125,034.11)	(137,703.12)
169.900	CONSTRUCTION WORK IN PROGRESS	853,013.71	0.00
190.000	DEFERRED OUTFLOW	16,558.00	11,590.00
Total Assets		5,754,337.88	5,012,212.87
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	1,898.05	14,226.47
205.000	CONTRACTS PAYABLE	0.00	0.00
208.000	DUE TO OTHER GOVERNMENTS	10,334.88	12,385.68
216.000	ACCRUED SALARIES & WAGES	64,445.75	67,470.49
229.000	OTHER CURRENT LIABILITIES	87,418.00	91,595.00
290.000	DEFERRED INFLOW	6,215.00	5,429.00
Total Liabilities		170,311.68	191,106.64
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	1,818,418.56	1,003,640.85
275.000	NET ASSETS, RESTRICTED	37,265.18	43,210.82
276.000	NET ASSETS, UNRESTRICTED	3,745,217.09	3,690,685.45
Total Fund Balance		5,600,900.83	4,737,537.12
Beginning Fund Balance		4,737,537.12	4,737,537.12
Net of Revenues VS Expenditures - 20-21			135,152.50
Fund Balance Adjustments - 20-21		863,363.71	
*20-21 End FB/21-22 Beg FB		4,872,689.62	
Net of Revenues VS Expenditures - Current Year		(16,874.63)	(51,583.39)
Fund Balance Adjustments		863,363.71	0.00
Ending Fund Balance		5,584,026.20	4,821,106.23
Total Liabilities And Fund Balance		5,754,337.88	5,012,212.87

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Permits & Inspections Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 480 - PERMITS & INSPECTIONS FUND					
REVENUES					
INTEREST REVENUES	10,000	10,000	2,480	7,520	3,259
MISCELLANEOUS REVENUES	3,000	3,000	(26,263)	29,263	101
USE OF RESERVES	781,152	1,594,808	-	1,594,808	-
PERMITS, FEES, & SPECIAL ASSESSMENTS	1,496,873	1,496,873	444,848	1,052,025	376,832
CHARGES FOR SERVICES	172,500	172,500	65,981	106,519	47,103
TOTAL REVENUES	<u>2,463,525</u>	<u>3,277,181</u>	<u>487,046</u>	<u>2,790,135</u>	<u>427,295</u>
EXPENDITURES					
OPERATING	122,992	648,920	41,850	607,070	8,902
PERSONNEL	1,614,996	1,614,996	320,659	1,294,337	287,540
CAPITAL OUTLAY	-	163,481	9,750	153,731	-
TRANSFERS TO OTHER FUNDS	93,175	217,422	8,280	209,142	11,094
SERVICES PROVIDED BY GEN GOVT	632,362	632,362	158,090	474,272	136,633
TOTAL EXPENDITURES	<u>2,463,525</u>	<u>3,277,181</u>	<u>538,630</u>	<u>2,738,551</u>	<u>444,170</u>
Fund 480 - PERMITS & INSPECTIONS FUND:					
TOTAL REVENUES	2,463,525	3,277,181	487,046	2,790,135	427,295
TOTAL EXPENDITURES	<u>2,463,525</u>	<u>3,277,181</u>	<u>538,630</u>	<u>2,738,551</u>	<u>444,170</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>(51,583)</u>	<u>51,583</u>	<u>(16,875)</u>

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PROPRIETARY FUND TYPES

INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost reimbursement basis. Currently there are two internal service funds which consists of the Health Insurance Cost Containment Fund and the Workers' Compensation Self-Insurance Fund.

Fund 500 HEALTH INSUR COST CONTAINMENT

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
104.000	EQUITY IN POOLED CASH	126,793.49	184,413.32
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	0.00	0.00
166.900	EQUIPMENT & FURNITURE	25,638.33	9,542.00
167.900	ACCUM DEPREC - EQUIPMENT	(25,638.33)	(9,542.00)
Total Assets		126,793.49	184,413.32
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	1,949.77	49,572.97
Total Liabilities		1,949.77	49,572.97
*** Fund Balance ***			
274.000	NET ASSETS, INVEST IN CAPITAL	0.00	0.00
284.000	FUND BALANCE - UNASSIGNED	86,312.66	86,312.66
Total Fund Balance		86,312.66	86,312.66
Beginning Fund Balance		86,312.66	86,312.66
Net of Revenues VS Expenditures - 20-21			16,129.17
*20-21 End FB/21-22 Beg FB		102,441.83	
Net of Revenues VS Expenditures - Current Year		38,531.06	32,398.52
Ending Fund Balance		124,843.72	134,840.35
Total Liabilities And Fund Balance		126,793.49	184,413.32

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Health Insurance Cost Containment Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 500 - HEALTH INSUR COST CONTAINMENT					
REVENUES					
INTEREST REVENUES	-	-	67	(67)	40
USE OF RESERVES	50,000	50,000	-	50,000	-
CHARGES FOR GOVT SERVICES	560,670	560,670	140,168	420,503	149,246
TOTAL REVENUES	<u>610,670</u>	<u>610,670</u>	<u>140,234</u>	<u>470,436</u>	<u>149,287</u>
EXPENDITURES					
OPERATING	578,465	578,465	99,784	478,681	102,704
SERVICES PROVIDED BY GEN GOVT	32,205	32,205	8,051	24,154	8,051
TOTAL EXPENDITURES	<u>610,670</u>	<u>610,670</u>	<u>107,836</u>	<u>502,834</u>	<u>110,755</u>
Fund 500 - HEALTH INSUR COST CONTAINMENT:					
TOTAL REVENUES	610,670	610,670	140,234	470,436	149,287
TOTAL EXPENDITURES	<u>610,670</u>	<u>610,670</u>	<u>107,836</u>	<u>502,834</u>	<u>110,755</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>32,399</u>	<u>(32,399)</u>	<u>38,531</u>

Fund 510 WORK COMP SELF INS FUND

GL Number	Description	PERIOD ENDED 12/31/2020	PERIOD ENDED 12/31/2021
*** Assets ***			
101.000	CASH IN BANK	974,677.95	675,095.73
104.000	EQUITY IN POOLED CASH	868,478.26	1,105,982.00
115.100	ACCOUNTS RECEIVABLE	0.00	0.00
135.000	INTEREST & DIVIDENDS REC	1,479.14	1,381.48
151.900	INVESTMENTS - NON-CURRENT	964,560.25	1,243,011.64
155.000	PREPAID ITEMS	0.00	0.00
Total Assets		2,809,195.60	3,025,470.85
*** Liabilities ***			
202.000	ACCOUNTS PAYABLE	100.00	71,661.03
205.000	CONTRACTS PAYABLE	0.00	71,521.07
229.000	OTHER CURRENT LIABILITIES	934,000.00	850,000.00
Total Liabilities		934,100.00	993,182.10
*** Fund Balance ***			
282.000	FUND BALANCE - COMMITTED	300,000.00	300,000.00
284.000	FUND BALANCE - UNASSIGNED	1,553,400.25	1,553,400.25
Total Fund Balance		1,853,400.25	1,853,400.25
Beginning Fund Balance		1,853,400.25	1,853,400.25
Net of Revenues VS Expenditures - 20-21			173,241.04
*20-21 End FB/21-22 Beg FB		2,026,641.29	
Net of Revenues VS Expenditures - Current Year		21,695.35	5,647.46
Ending Fund Balance		1,875,095.60	2,032,288.75
Total Liabilities And Fund Balance		2,809,195.60	3,025,470.85

* Year Not Closed

Required Supplementary Information
City of DeLand, Florida
Worker's Compensation Fund

Schedule of Revenue, Expenditures, and Changes in Fund Balances - Comparison with Budget and FY 2021 Actual

	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD QUARTER BALANCE 12/31/2021	AVAILABLE BALANCE	YTD QUARTER BALANCE 12/31/2020
Fund 510 - WORK COMP SELF INS FUND					
REVENUES					
INTEREST REVENUES	-	-	1,817	(1,817)	2,174
MISCELLANEOUS REVENUES	-	-	(16,074)	16,074	643
CHARGES FOR GOVT SERVICES	815,167	815,167	203,792	611,375	198,566
TOTAL REVENUES	<u>815,167</u>	<u>815,167</u>	<u>189,535</u>	<u>625,632</u>	<u>201,383</u>
EXPENDITURES					
OPERATING	79,735	79,735	9,361	70,374	1,813
PERSONNEL	671,432	671,432	158,526	512,906	161,876
SERVICES PROVIDED BY GEN GOVT	64,000	64,000	16,000	48,000	16,000
TOTAL EXPENDITURES	<u>815,167</u>	<u>815,167</u>	<u>183,887</u>	<u>631,280</u>	<u>179,688</u>
Fund 510 - WORK COMP SELF INS FUND:					
TOTAL REVENUES	815,167	815,167	189,535	625,632	201,383
TOTAL EXPENDITURES	<u>815,167</u>	<u>815,167</u>	<u>183,887</u>	<u>631,280</u>	<u>179,688</u>
NET OF REVENUES & EXPENDITURES	<u>-</u>	<u>-</u>	<u>5,647</u>	<u>(5,647)</u>	<u>21,695</u>

**MINUTES FOR A REGULAR MEETING OF
THE CITY COMMISSION OF THE CITY OF DELAND
HELD ON MONDAY, FEBRUARY 7, 2022, AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

CALL TO ORDER

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

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

INVOCATION:

Mayor Apgar asked everyone to remember the family of Former Mayor Jim Vandergriff, who served New Smyrna Beach for many years, as Mayor and in both elected and appointed capacities.

Father G. Comforted Keen, Assistant at St. Barnabas Episcopal Church, gave the Invocation. Commissioner Reid provided Father Keen with a City lapel pin.

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

ROLL CALL

Commissioner Charles Paiva	Present
Commissioner Jessica Davis	Present
Commissioner Chris Cloudman	Present
Commissioner Kevin Reid	Present
Mayor Robert F. Apgar	Present

ALSO PRESENT: Michael Pleus, City Manager; Darren J. Elkind, City Attorney; Julie A. Hennessy, City Clerk- Auditor; Michael Grebosz, Assistant City Manager; Jason Umberger, Police Chief; Todd Allen, Fire Chief; Dan Stauffer, Finance Director; Chad Gamble, Public Services Director; Jim Ailes, Deputy Public Service/Utilities Director; Ray Underwood, Public Works Director; Ray Bahrami, City Engineer; Rick Hall, Parks and Recreation Director; Mike Holmes, Planning Director; Rick Stockhausen, Engineering Inspector; Chris Graham, Community Information Specialist; members of the public and press.

PRESENTATIONS

1. Proclamation, Kavar Williams Day.

A Proclamation was read by Commissioner Jessica Davis recognizing Kevlar Williams, a DeLand High School student and athlete.

Mayor Apgar invited Dr. Melissa Carr, Principal; and members of the High School coaching staff to join Kevlar Williams while the Proclamation was presented.

Whereas, Kevlar Williams is a DeLand High School student and athlete who will graduate in 2022. He is an outstanding track athlete with national rankings; and

Whereas, Kevlar has set three individual track records for DeLand, the 100-meter at 10.40 seconds, 200-meter at 21.01 seconds, and the 400-meter at 48.4 seconds. These records were previously held by three separate individuals; and

Whereas, Kevlar ran a 46.9 400-meter leg in the 4x400 meter relay setting the school record 3:21.24 along with three other DeLand High athletes; and

Whereas, Kevlar won the 200-meter FHSAA 4A State Track and Field Championship at the University of North Florida in May 2021. It was the first individual state champion for DeLand High School in track and field since 1968; and

Whereas, in June 2021, he was invited to compete in the Boston Adidas Outdoor Street Games where he participated in the 100-meter race; and Kevlar participated in the Nike Outdoor National Track and Field Championships in the 100 and 200-meter; and

Whereas, Kevlar was recruited by numerous outstanding college track programs including Stanford, Houston and Florida State and has signed a national letter of intent to continue his track career at the University of Florida starting in the fall of 2022, where he will be coached by Mike Holloway, Florida's Head Track Coach and the U.S.A. Olympic Coach in 2021; and

Whereas, Kevlar has carried the name of DeLand, Florida to many corners of the United States and has made several appearances on national television.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim January 3, 2022 as:

Kevlar Williams Day

in the City of DeLand and urge all citizens of DeLand to recognize the contributions of Kevlar Williams to the DeLand High School track team and wish him the best for his future at the University of Florida.

Done and Proclaimed this 7th day of February 2022.

/s/ Robert F. Apgar
Mayor

Attest

/s/ Julie A. Hennessy

City Clerk – Auditor

Commissioner Davis read the Proclamation which was presented to Kevan Williams;
Commissioner Cloudman made the presentation.

2. Introduction of K-9 Midnight and Award of Appreciation of Central Florida K9.

Police Chief Umberger asked Midnight, a black Labrador retriever, and his handler Officer David Clark to come forward for introduction to City Commission. Midnight was obtained from a new partner with the City of DeLand, Central Florida K-9, owner Richard Rock Galloway. Samantha Freeman, the main trainer for Midnight, was also recognized.

3. Employee Years of Service.

Mayor Apgar stated the service awards represent 85 years of service! There are five (5) employees who will be recognized for their years of service. However, only one (1) was in attendance.

Mark Hayward, Human Resources Director, stated 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 each employee with a plaque.

25 Years of Service

- Bruce Morehouse, Police Department

20 Years of Service

- Nava-Jean Mazzaglia, Police Department

15 Years of Service

- Matt Dyer, Fire Department
- Greg Higgs, Fire Department

10 Years of Service

- Obadiah Henry, Engineering Department

Commissioner Davis read a plaque of recognition for Obadiah Henry, celebrating ten years of service to the City of DeLand.

4. Presentation re Volusia District Schools Concurrency Review Process.

Stephanie Doster, Planning Coordinator, and Steve Grube, Director of Design and Construction with Volusia County Schools, were present to assist the City Commission in further understanding the School Concurrency process. Mr. Grube spoke about the interlocal agreement between the school district and local communities.

Ms. Doster stated the school board and its local municipalities work together through an Interlocal Agreement which is mandated by the Florida Statutes to govern organizational coordination. The interlocal agreement is inclusive of the five-year workplan which must be updated on an annual basis. Ms. Doster explained how data is collected based upon area development and anticipated numbers of students that will enter the school system.

Mr. Grube presented information pertaining to the capital five-year work program related to capacity in schools.

Commissioner Davis has served on the Oversight Committee for several years and sees the effort put into school concurrency. She asked if land development applications may be the culprit of a data disconnect. Ms. Doster said student generation rates are based on varied growth taking place throughout the county. Student growth seems to more apparent in the areas of DeLand, DeBary and Deltona and school board staff is striving to find the balance based on available data. When impact fee studies are done, past growth and projected growth are evaluated.

Commissioner Davis is a teacher, trying to understand how all components work together to bridge the gap. She was under the impression while teaching at Citrus Grove, that with the expansion of George Marks there would be less than the fifty percent. Ms. Doster said the addition of George Marks and rezoning of Citrus Grove happened prior to her employment with the school board. However, there could be more rezoning in the future. George Marks was built for more capacity, but there was additional growth simultaneously.

Commissioner Davis asked if there is something that may be presented to the Commission to assist in their understanding anticipated capacity in the future. City Manager Pleus said data could be provided to City Commissioners, but that information could not be used to approve or deny development.

Mayor Apgar asked when the school board plans to undertake redistricting. Ms. Doster said redistricting is done on an as-needed basis. Mr. Grube said some of the changes are being made to eliminate the use of portable buildings.

Mayor Apgar asked how home schooling, private schooling and school mobility is factored into the concurrency plan. Ms. Doster said the constant tracking takes these factors into consideration.

Commissioner Reid asked what the ideal target utilization rate is for a school. Mr. Grube said the goal is to keep it under 100%. Commissioner Reid said he understands that, but one of the schools is operating at 67%. Mr. Grube said every school is not being looked at as having an equal

percentage of utilization. In many cases, if a school ends up under capacity the portables will be looked at for removal. Portables are not considered permanent classroom capacity.

Commissioner Cloudman stated the City Commission was looking for the school board to keep a tally of developments being approved rather than simply looking at what is being approved today. He asked if the data being provided is up to date. Mr. Grube said it is up to date.

Ms. Doster explained that per the interlocal agreement, data provided is based on the 20th day of school. Students are tracked every 20 days and the 40 and 60 day numbers are showing more enrollment than the 20 day data. When committee meetings are held, all data is provided. Commissioner Cloudman asked Ms. Doster and Mr. Grube to talk about how school impact fees are used. Mr. Grube said school impact fee dollars are collected from builders at a flat rate of \$3,000 for all types of builds. Those dollars have to be spent within a three year timeframe and they have to be spent on permanent capacity levels. The school board capital plan shows school impact fees being used on a number of projects based on student capacity. Impact fee dollars are not set aside geographically.

Commissioner Cloudman mentioned that the shortage of teachers and substitute teachers is cause for additional concern.

CONSENT AGENDA

1. Resolution re: Surplus Equipment.
2. Resolution Approving Opioid Litigation Delegation of Authority to Michael Grebosz, Assistant City Manager.
3. Resolution Approving Budget Amendment for FY 2021-22.
4. Consideration re Amendment No. 2 to Cost Share Agreement with St. Johns River Water Management District (SJRWMD) for Reclaimed Water System Expansion, Phase 4A Project.
5. Consideration re Grant of Easement to Duke Energy, 1395 North Stone Street, City of Deland Reclaimed Storage Tank and Pump Station.
6. Consideration re Task Order Assignment, East Regional Force Main Part 'A' Design and Bidding Services.
7. Consideration re Utility Service Agreement for Arlington Heights.

A motion was made by Commissioner Paiva to approve items 1 - 7 on the Consent Agenda. Commissioner Reid seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

Keith Chester, resident, stated he was originally opposed to Sunrail. Recently, Mr. Chester visited the Debary station and noticed some things that may be flaws in the design of their station. He said it is important to make sure a local station is welcoming and safe. The station will be a gateway in DeLand and should stand out amongst all others, as well as designed as a trail head friendly to pedestrians. Safety and security of all Sunrail users must be a top priority. Mr. Chester requested a joint meeting with County Commission to allow for community input.

Miriam Gaylord, 1804 Palmetto Road, stated there is a lot of construction in her residential area. As a result, she has noticed a lot of debris and dirt originating from the nearby 20 acre field. Loads of dirt and rocks are being transported in the area causing additional dust and vibrations from underground. Part of the area is the county and part in the City. This project is just getting underway and Ms. Gaylord wanted to bring these concerns to the attention of the City Commission.

Yolanda Seneriz, 1802 Palmetto Road, stated the same observations shared by Ms. Gaylord. She has also noticed hairline cracks on her ceilings and on the outside of her home.

City Manager Michael Pleus asked the residents to leave Mr. Gamble their names and contact information so they can be contacted regarding these concerns.

BOARD APPOINTMENTS

1. Consideration re Appointment to the Public Mural Art Committee.

Appointment of Erica Group to serve on the Public Mural Art Committee.

Commissioner Paiva made a motion to appoint Erica Group to serve on the Public Mural Art Committee. The motion was seconded by Commissioner Davis.

Commissioner Cloudman stated that he is happy to see Erica appointed to this committee as through her artwork she has brought a lot of positive attention to DeLand.

The motion was approved by a unanimous vote.

2. Consideration re Appointment to DeLand Municipal Police Officers Retirement Board.

Appointment of city resident Dan Metz to the current vacant seat of the City of DeLand Municipal Police Officers Retirement Board

Commissioner Paiva made a motion to appoint Dan Metz to the City of DeLand Municipal Police Officers Retirement Board. Commissioner Reid seconded the motion. The motion was approved by a unanimous vote.

3. Consideration re Appointment to DeLand Housing Authority.

Reappointment of Michael Newberry to Seat 5 on the DeLand Housing Authority, for a term to expire November 1, 2025.

Commissioner Paiva made a motion to appoint Michael Newberry to Seat 5 on the Deland Housing Authority. Commissioner Reid seconded the motion. The motion was approved by a unanimous vote.

4. Consideration re Appointment to Historic Preservation Board.

Appointment of Ross Janke to Seat 5 on the Historic Preservation Board for a term to expire October 1, 2025.

Commissioner Paiva made a motion to appoint Ross Janke to Seat 5 on the Historic Preservation Board. Commissioner Davis seconded the motion. The motion was approved by a unanimous vote.

5. Announcement of Board Vacancies.

Three vacant positions on the Citizens Advisory Task Force were announced.

Julie Hennessy, City Clerk – Auditor, stated there are three vacancies on the Citizens Advisory Task Force. She stated the requirements for the committee. Members must be residents of the CDBG area. Mayor Apgar asked that the vacancies be announced in the newspaper and on social media.

OLD BUSINESS

1. First Reading of Ordinance Correcting Ordinance No. 2021-36, which Annexed Property Located at 230 East Taylor Road, to Correct a Scrivener's Error therein.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CORRECTING A SCRIVENERS ERROR IN THE LEGAL DESCRIPTION FOR THE ANNEXATION ORDINANCE BEARING ORDINANCE NUMBER 2021-36 AND THEREBY ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY (TAX IDENTIFICATION PARCEL NUMBER 702800000490) WHICH IS APPROXIMATELY 1.37 ACRES IN SIZE AND GENERALLY ADDRESSED AS 230 EAST TAYLOR ROAD LOCATED CONTIGUOUS TO THE CITY OF DELAND IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR LEGAL DESCRIPTION AND A MAP AND PROVIDING FOR THE INCORPORATION OF THAT EXHIBIT; PROVIDING FOR FINDINGS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH

THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Apgar opened the Public Hearing.

There being no comment, the Public Hearing was closed.

A motion was made by Commissioner Paiva to adopt the ordinance upon first reading, relating to the annexation of real property addressed as 230 East Taylor Road and amending Ordinance Number 2021-36 as requested. Commissioner Reid seconded the motion which carried by the following roll call vote.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Cloudman	YES
Commissioner Reid	YES
Mayor Apgar	YES

NEW BUSINESS

1. First Reading of Ordinance Approving Code Enforcement Lien Amnesty Program.

Mr. Elkind read the Ordinance by title only.

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM; PROVIDING FOR PROGRAM DURATION, ACCEPTANCE OF APPLICATIONS, APPLICATION FEE, AND APPLICATION PROCEDURE WHEN MULTIPLE VIOLATIONS PRESENT; PROVIDING FOR INELIGIBLE LIENS; PROVIDING FOR ELIGIBILITY CRITERIA; PROVIDING FOR CALCULATION OF LIEN REDUCTIONS, DEADLINE FOR PAYMENT OF REDUCED LIEN, AND CONSEQUENCE OF NONPAYMENT OF REDUCED LIEN BY DEADLINE; PROVIDING FOR ACCEPTABLE METHODS OF PAYMENT OF APPLICATION FEES AND REDUCED LIENS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING

**FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND
PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Apgar opened the Public Hearing.

There being no comment, the Public Hearing was closed.

Commissioner Cloudman stated his appreciation to staff for bringing this forward even though the program has been in place for a while.

In response to questions raised earlier today by Mayor Apgar, City Attorney Elkind said this item could be done by Resolution; however, he advised it best to take this action by Ordinance so as to codify it into the Code of Ordinances. Attorney Elkind said the City Commission always has the right to amend an ordinance to eliminate the program.

After a brief discussion, a motion was made by Commissioner Paiva to approve the Ordinance on first reading. Commissioner Cloudman seconded the motion, which carried by the following roll call vote.

Commissioner Paiva	YES
Commissioner Davis	YES
Commissioner Cloudman	YES
Commissioner Reid	YES
Mayor Apgar	YES

2. Resolution Approving Sidewalk Café, Hyderhead Brewery, Inc., Located at 142 West Georgia Avenue.

RESOLUTION NO. 2022 - 09

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
GRANTING A LIMITED LICENSE AGREEMENT FOR A TEMPORARY
SIDEWALK CAFÉ HYDERHEAD BREWERY, INC., A FLORIDA
CORPORATION, FOR ITS BUSINESS, "HYDER HEAD BREWERY"
LOCATED AT 142 WEST GEORGIA AVENUE; AND PROVIDING AN
EFFECTIVE DATE.**

Commissioner Paiva made a motion to approve the Resolution. Commissioner Reid seconded the motion.

Commissioner Reid said the staff report states there was application for a change in the license. Mike Holmes, Director of Planning, responded they have a license that is current. If the establishment changes names or owner, a new license would be required.

The motion was approved by a unanimous voice vote.

3. Resolution Approving Sole Source Procurement: TI Training Recon Simulation Environment.

RESOLUTION NO. 2022 - 10

A RESOLUTION OF THE CITY OF DELAND, FLORIDA RELATING TO PURCHASING BY THE CITY UNDER THE PROVISIONS OF ARTICLE VIII, SECTION 63 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND RELATING TO AN EXCEPTION TO COMPETITIVE BIDDING PERTAINING TO PURCHASES WITHOUT COMPETITIVE BIDDING WHEN AVAILABLE ONLY FROM A SINGLE SOURCE; AUTHORIZING A PROCUREMENT FROM TI TRAINING CORP. AS A SOLE SOURCE PROCUREMENT; TI TRAINING RECON SIMULATION ENVIRONMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN EXHIBIT PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Paiva made a motion to approve the Resolution. Commissioner Davis seconded the motion. The motion was approved by a unanimous voice vote.

4. Consideration re Report on Demolition of the 2-Story Accessory Building Located at 225 West New York Avenue at the Rear of the Putnam Hotel.

At the discretion of the Chief Building Official, as an emergency measure, and upon the recommendation of BBM Structural Engineers, Inc., and as provided for under Section 33-35.05, Emergency Conditions, of the DeLand Code of Ordinances, it has been determined that the accessory building located at the rear of the former Putnam Hotel must be demolished.

No questions on this item.

5. Consideration re Design and Utility Complex Coordination Commission Staff Assignment and Presentation.

The Public Services Department is set to begin one of the largest and most challenging projects undertaken in the City of DeLand during the past fifty (50) years. As such, it is recommended the \$35 million Water Reclamation Plant Expansion Project and the \$10 million Utilities Administration Building be managed by a joint Construction Manager at Risk contractor, and that Commissioner Cloudman be appointed to the joint CMAR – RFP Selection Committee.

Commissioner Paiva made a motion to approve the request that the project be managed by a joint Construction Manager at risk contractor, and that Commissioner Cloudman be appointed to the joint CMAR-RFP Selection Committee. Commissioner Davis seconded the motion. The motion was approved by a unanimous voice vote.

While the power point presentation was being queued, City Manager Pleus asked Mr. Sebastian Baldwin, Life Scout working on his Eagle Scout, to introduce himself.

Johnnie Lohrum, Architect with Schenkel Shultz Architecture, gave a brief overview of the project.

Mr. Pleus asked Mr. Bahrami to explain the CMAR, in addition to the design, in case there are questions.

CITY MANAGER'S REPORT

Nothing to report.

CITY ATTORNEY'S REPORT

Nothing to report.

CITY CLERK'S REPORT

Nothing to report.

CITY COMMISSION

Commissioner Davis thanked those staff members who attended the meeting at her homeowner's association, the neighborhood was pleased with the City and the service provided.

Commissioner Reid thanked all departments who helped with the Me Strong event on February 5, 2022.

Commissioner Cloudman said the Me Strong event this past weekend was bittersweet seeing several thousand people enjoying a unique experience. It will be interesting to see if the event is carried forward. He noted that the City is heading into the busy event season and he appreciates all staff does.

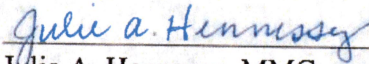
Commissioner Paiva had nothing to report.

Mayor Apgar announced the Voorhis Avenue Streetscape meeting tomorrow evening. He noted sometimes it is best if CRA Board Members and Commissioners are not in attendance when public input is being sought.

Me Strong, sponsor reception, me strong ladies are very appreciative of the City's support and help through the history of that event. The City was gifted a "Me Strong" plaque. The comments Mayor Apgar made on Saturday morning generated an outpouring of goodness from the community.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:38 p.m.


Julie A. Hennessy, MMC
City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Resolution Approving Budget Amendment for FY 21-22.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 21-22 Budget Amendment Details

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed in the attached summary and recommended after review of actual first quarter expenditures. The amendments proposed are primarily adjustments to reflect anticipated actual revenues and expenditures.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the budget to reflect recommended changes with the impact on each fund itemized in the attached summary.

Operating Contingency balances after these amendments are as follows:

General Fund	\$306,952
Water & Sewer Fund	\$268,961
Airport Fund	\$0
Stormwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 21-22 budget as presented.

BACKGROUND/DISCUSSION:

None

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, CONFISCATED FUND, HOMELESS SHELTER FUND, GOVERNMENTAL IMPACT FEES TRUST FUND, GRANTS & SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER AND WASTEWATER TRUST FUND, AIRPORT FUND, REFUSE COLLECTION FUND, AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2021-2022; and

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

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

Section 1. The budget of the City of DeLand for fiscal year 2021-2022 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		41,257,538	191,373	4,220	41,444,691
	Miscellaneous Revenue				
001-0000-369-920	INSURANCE PROCEEDS	0	11,993	0	11,993
	Other Sources Revenue				
001-0000-380-000	USE OF RESERVES	4,583,395	100,192	0	4,683,587
001-0000-380-010	USE OF TREE RESERVES	363,192	6,980	0	370,172
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	609,009	0	4,220	604,789
001-9999-381-401	TRANSFER FROM W&S FUND	0	27,208	0	27,208
001-9999-381-480	TRANSFER FROM P&I FUND	0	45,000	0	45,000
EXPENDITURES		41,257,538	256,671	69,518	41,444,691
	Administrative Services				
001-0106-531-100	PROFESSIONAL SERVICES	97,441	24,000	0	121,441
	Information Technology				
001-0110-534-100	CONTRACTUAL SERVICES	30,000	0	4,333	25,667
001-0110-546-400	EQUIPMENT MAINTENANCE	1,465,460	66,660	6,557	1,525,563
001-0110-552-200	OPERATING CAPITAL	275,562	5,548	0	281,110
	Police Department				
001-1226-546-400	EQUIPMENT MAINTENANCE	227,176	4,700	0	231,876
001-1226-549-100	OTHER OBLIGATIONS	55,270	11,993	0	67,263
001-1226-552-100	OPERATING SUPPLIES	171,283	0	2,425	168,858
001-1226-552-200	OPERATING CAPITAL	123,150	0	4,700	118,450
001-1226-555-100	TRAINING	76,115	0	4,000	72,115
	Transfers				
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	2,263,023	5,235	0	2,268,258
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	2,527,090	138,535	4,455	2,661,170
	Reserve Contingency				
001-9990-999-100	CONTINGENCY	350,000	0	43,048	306,952

CONFISCATED FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,000	15,000	0	18,000
109-0000-380-900	USE OF RESERVES - STATE	0	15,000	0	15,000
EXPENDITURES		3,000	15,000	0	18,000
109-1229-549-100	OTHER OBLIGATIONS	3,000	15,000	0	18,000

HOMELESS SHELTER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		596,822	3,500	0	600,322
120-0000-380-000	USE OF RESERVES	221,822	3,500	0	225,322
EXPENDITURES		596,822	3,500	0	600,322
120-1120-546-100	BUILDING MAINTENANCE	0	3,500	0	3,500

GOVERNMENTAL IMPACT FEES TRUST (GIFT) FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		1,585,392	26,702	0	1,612,094
	Other Sources Revenue				
170-0000-324-110	IMPACT FEES - POLICE RESIDENTIAL	85,405	11,702	0	97,107
170-0000-380-140	USE OF RESERVES - P&R	307,585	15,000	0	322,585
EXPENDITURES		1,585,392	70,353	43,651	1,612,094
	Police				
170-1226-552-200	OPERATING CAPITAL	0	43,651	0	43,651
	Parks & Recreation				
170-1403-663-000-PR2216	GREENWAY TRAIL EXTENSION DESIGN	82,085	15,000	0	97,085
	GIFT Fund				
170-1700-552-200	OPERATING CAPITAL	43,651	0	43,651	0
170-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	340,500	11,702	0	352,202

GRANTS AND SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		7,831,304	101,623	0	7,932,927
	Grant Revenues				
190-0000-334-100-FR2203	ZOLL MONITORS AND DEFIBRILLATORS	0	70,000	0	70,000
190-0000-389-320-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	224,925	25,000	0	249,925
	Other Sources Revenue				
190-0000-380-000	USE OF RESERVES	0	1,388	0	1,388
190-9999-381-001	TRANSFER FROM GENERAL FUND	828,751	5,235	0	833,986
EXPENDITURES		7,831,304	101,623	0	7,932,927
190-1222-664-000-FR2203	ZOLL MONITORS AND DEFIBRILLATORS	0	75,000	0	75,000
190-1302-663-000-PW2002	ROW ADA IMPROV (2020 CDBG)	89,684	1,388	0	91,072
190-1302-663-000-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	224,925	25,000	0	249,925
190-1403-663-000-PR1801	SPERLING SPORTS COMPLEX - ECHO	9,706	235	0	9,941

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,825,739	156,117	21,149	3,960,707
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	2,522,870	138,535	235	2,661,170
300-9999-381-170	TRANSFER FROM GIFT FUND	340,500	11,702	0	352,202
300-9999-381-401	TRANSFER FROM W&S FUND	312,029	0	20,914	291,115
300-9999-381-480	TRANSFER FROM P&I FUND	213,366	5,880	0	219,246
EXPENDITURES		3,825,739	161,957	26,989	3,960,707
	Administrative Services				
300-0106-664-000-AD2202	CITY HALL MEETING ROOM CHAIRS	12,000	5,880	0	17,880
300-0106-664-000-AD2203	IT ROOM AC REPLACEMENT	0	13,738	0	13,738
	Information Technology				
300-0110-663-000-IT2203	DATA CENTER MICROSOFT SERVER TO 2019	36,500	6,557	0	43,057
300-0110-663-000-IT2204	SPERLING COMPLEX OPTICAL NETWORK PROJECT	14,500	4,333	0	18,833
300-0110-663-000-IT2206	LIVE SCANNER SYSTEM	6,300	2,425	0	8,725
300-0110-664-000-IT2012	CUSTOMER SERVICE PAYMENT KIOSK	97,352	0	20,914	76,438
300-0110-664-000-IT2112	PLANAR FOR NEW FIRE STATION	0	1,685	0	1,685
	Fire				
300-1222-662-000-FR1802	NEW FIRE STATION {81}	291,546	11,692	0	303,238
	Police				
300-1226-662-000-PD1701	NEW EVIDENCE BUILDING	160,555	18,682	0	179,237
300-1226-664-000-PD2208	NEW K-9 PURCHASE	0	12,500	0	12,500
	Streets				
300-1302-664-000-PW2206	UTILITY TRAILER 132-TL-007	5,000	1,200	0	6,200
	Parks				
300-1403-663-000-PR2205	REPLACE A/C UNIT AT CHISHOLM GYMNASIUM	14,200	950	0	15,150
300-1403-663-000-PR2207	REPLACE A/C UNIT AT BURGESS BUILDING	6,650	575	0	7,225
300-1403-663-000-PR2208	REPLACE A/C UNIT AT DREGGORS PARK ADMIN	22,550	1,850	0	24,400
300-1403-663-000-PR2218	SPEC MARTIN FACILITY IMPROVEMENTS	0	75,000	0	75,000
300-1403-664-000-PR2210	REPLACE 2003 JOHN DEER GATOR #61	8,875	2,198	0	11,073
300-1403-664-000-PR2211	REPLACE 2013 JOHN DEERE 150-MOW-002	8,845	247	0	9,092
300-1403-664-000-PR2212	TORO ELECTRIC SCOOTER 143-SCT-001	8,875	2,198	0	11,073
300-1403-664-000-PR2213	SCAGG CHEETAH MOWER #143-MOW-006	8,845	247	0	9,092
300-1403-664-000-PR2215	FORD RANGER #143-22	36,973	0	6,075	30,898

WATER AND SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		48,119,616	104,400	733,216	47,490,800
	Other Sources				
401-0000-380-000	USE OF RESERVES	11,785,116	104,400	0	11,889,516
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	10,756,441	0	628,816	10,127,625
401-9998-382-440	CONTRIBUTION FROM REFUSE FUND	104,400	0	104,400	0

WATER AND SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		48,119,616	318,258	947,074	47,490,800
	Utilities Administration				
401-4201-663-000-UT2245	DOWNTOWN DEVELOPMENT FLOW STUDY	0	55,752	0	55,752
	Engineering				
401-4202-531-100	PROFESSIONAL SERVICES	64,279	0	2,667	61,612
	Water Production				
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	1,224,659	194,466	0	1,419,125
401-4203-662-000-UT2202	WATER PLANT #12 CROM TANK REHABILITATION	47,300	1,000	0	48,300
401-4203-664-000-UT2207	WATER PLANT #6 GENERATOR ENCLOSURE	9,636	239	0	9,875
401-4203-664-000-UT2209	WATER PLANT #1 SUBMERSIBLE MIXING UNIT	14,115	0	239	13,876
	Water Distribution				
401-4204-552-100	OPERATING SUPPLIES	574,191	0	21,150	553,041
401-4204-553-100	ROAD MATERIALS & SUPPLIES	4,850	12,750	0	17,600
401-4204-663-000-UT2244	NEW VALVE FOR 15A	0	21,150	0	21,150
	Wastewater Treatment				
401-4205-663-000-UT2004	RECLAIM BORROW PIT LOAD	295,600	0	295,600	0
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	1,833,356	0	54,399	1,778,957
401-4205-663-000-UT2109	RECLAIM BORROW PIT DESIGN	400,000	0	400,000	0
	Utilities Maintenance				
401-4206-664-000-UT2236	VIVAX METROTECH LOCATORS (3)	21,325	0	450	20,875
401-4206-664-000-UT2237	OPEN MOWING TRAILER	5,500	450	0	5,950
	Facilities Maintenance				
401-4208-664-000-FM2203	CATERPILLAR 2CC40004 TIRE LIFT TRUCK	30,736	5,243	0	35,979
	Wastewater Collection				
401-4210-663-000-UT1915	UTILITY RELOCATION ORANGE CAMP	234,909	0	70,616	164,293
401-9999-991-001	TRANSFER TO GENERAL FUND	0	27,208	0	27,208
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	312,029	0	20,914	291,115
401-9990-999-100	CONTINGENCY	350,000	0	81,039	268,961

WATER AND WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		12,922,185	301,216	0	13,223,401
	Other Sources Revenue				
404-0000-380-000	USE OF RESERVES	3,358,186	301,216	0	3,659,402
EXPENDITURES		12,922,185	301,216	0	13,223,401
404-4240-663-000-WW2002	2020 WATER MAIN IMPROVEMENT	82,722	10	0	82,732
404-4240-663-000-WW2003	SPRING HILL SANITARY SEWER PH	42,530	2,272	0	44,802
404-4240-663-000-WW2102	ALABAMA/AMELIA RECLAIM EXT	917,884	277,000	0	1,194,884
404-4240-663-000-WW2104	WRF SOUTH REUSE PUMP STATION	58,910	312	0	59,222
404-4240-663-000-WW2204	RECLAIM WATER EXPANSION PHASE #5 DESIGN	216,000	21,622	0	237,622

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,967,950	0	0	9,967,950
	Other Sources Revenue				
EXPENDITURES		9,967,950	500	500	9,967,950
430-4300-534-100	CONTRACTUAL SERVICES	17,173	0	500	16,673
430-4300-552-150-SHOW21	AIRPORT SHOWCASE	14,850	500	0	15,350

REFUSE COLLECTION FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		4,065,500	0	0	4,065,500
EXPENDITURES		4,065,500	104,400	104,400	4,065,500
440-4400-549-100	OTHER OBLIGATIONS	3,000	104,400	0	107,400
440-9998-992-401	CONTRIBUTION TO W&S FUND	104,400	0	104,400	0

PERMITS AND INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,277,181	125,880	0	3,403,061
	Permits, Fees & Special Assessments				
480-0000-322-000	BUILDING PERMIT FEES	1,491,873	125,880	0	1,617,753
EXPENDITURES		3,277,181	125,880	0	3,403,061
480-4800-534-100	CONTRACTUAL SERVICES	1,000	75,000	0	76,000
480-9999-991-001	TRANSFER TO GENERAL FUND	0	45,000	0	45,000
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	213,366	5,880	0	219,246

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2021-2022 is hereby ratified and confirmed as adopted by Resolution 2021-65, 2021-76, 2022-02 and 2022-08.

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

PASSED AND DULY ADOPTED this 21st day of February, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		191,373	4,220	
001-0000-369-920	INSURANCE PROCEEDS	11,993		increase funding for damages to police vehicle
001-0000-380-000	USE OF RESERVES	8,500		increase funding for new K-9 for PD
001-0000-380-000	USE OF RESERVES	5,000		increase funding for 2 Zoll monitors/defibrillators
001-0000-380-000	USE OF RESERVES	75,000		increase funding for Spec Martin Facility Improvements (Phase 1)
001-0000-380-000	USE OF RESERVES	11,692		increase funding for bollards and cameras at Fire Station 81
001-0000-380-010	USE OF TREE RESERVES	6,980		increase funding for PD Evidence Building
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR		4,220	funds carried over from FY 20-21
001-9999-381-401	TRANSFER FROM W&S FUND	27,208		increase transfer for new GIS computer needs (\$5,548) and Customer Service Kiosk (\$21,660)
001-9999-381-480	TRANSFER FROM P&I FUND	45,000		increase transfer for ePermitRocket Software
EXPENDITURES		256,671	69,518	
001-0106-531-100	PROFESSIONAL SERVICES	24,000		increase appropriation for additional grant writing fees
001-0110-534-100	CONTRACTUAL SERVICES		4,333	decrease appropriation for time clock construction and fiber
001-0110-546-400	EQUIPMENT MAINTENANCE	21,660	6,557	increase appropriation for Customer Service Kiosk (\$21,660) and decrease Datacenter Microsoft Server (\$6,557)
001-0110-546-400	EQUIPMENT MAINTENANCE	45,000		increase appropriation for ePermitRocket Software
001-0110-552-200	OPERATING CAPITAL	5,548		increase appropriation for new GIS computer needs
001-1226-546-400	EQUIPMENT MAINTENANCE	4,700		increase appropriation for purchase of police radios
001-1226-549-100	OTHER OBLIGATIONS	11,993		increase appropriation for damages to police vehicle (claimed on insurance)
001-1226-552-100	OPERATING SUPPLIES		2,425	decrease appropriation for Live Scanner System
001-1226-552-200	OPERATING CAPITAL		4,700	decrease appropriation for purchase of police radios
001-1226-555-100	TRAINING		4,000	decrease appropriation for purchase of a new K-9 for PD -- 8500 from insurance went into Misc Rev in FY 2021
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	5,235		increase appropriation for 2 Zoll monitors/defibrillators (\$5,000) and Sperling Sports Complex Fencing (\$235)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	75,000		increase appropriation for Spec Martin Facility Improvements (Phase 1)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,685		increase appropriation for planar for new Fire Station
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	11,692		increase appropriation for bollards and cameras at Fire Station 81
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	575		increase appropriation for new A/C at Burgess Building
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,850		increase appropriation for new A/C at Bill Dreggors Park Admin Building
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	12,500		increase appropriation for purchase of a new K-9 for PD, \$8500 was received in insurance proceeds in FY 2021
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	4,333		increase appropriation for time clock construction and fiber
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	2,425		increase appropriation for Live Scanner System
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	6,980		increase appropriation for PD Evidence Building
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	6,557		increase appropriation for Datacenter Microsoft Server
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,200		increase appropriation for replacement enclosed utility trailer
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	13,738		increase appropriation for IT Room A/C Unit Replacement
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		235	decrease appropriation for Sperling Sports Complex (Ford Ranger)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		4,220	CARRY OVER correction: to fund capital projects in Fund 300
001-9990-999-100	CONTINGENCY		43,048	decrease appropriation for A/C at Burgess Building (\$575), A/C at Dreggors Admin Building (\$1,850), grant writing fees (\$24,000), replacement enclosed utility trailer (\$1,200), IT Room A/C Unit Replacement (\$13,738), planar for new Fire Station (\$1,685)
CONFISCATED FUND				
REVENUES		15,000	0	
109-0000-380-900	USE OF RESERVES - STATE	15,000		increase funding for donation from state trust funds
EXPENDITURES		15,000	0	
109-1229-549-100	OTHER OBLIGATIONS	15,000		increase appropriation for donation to Police Athletic League

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
HOMELESS SHELTER FUND				
REVENUES		3,500	0	
120-0000-380-000	USE OF RESERVES	3,500		increase funding for building maintenance
EXPENDITURES		3,500	0	
120-1120-546-100	BUILDING MAINTENANCE	3,500		increase appropriation for building maintenance
GIFT FUND				
		26,702	0	
170-0000-324-110	IMPACT FEES - POLICE RESIDENTIAL	11,702		increase funding for Police Evidence Building
170-0000-380-140	USE OF RESERVES - P&R	15,000		increase funding for Design of Greenway Trail
		70,353	43,651	
170-1226-552-200	OPERATING CAPITAL	43,651		increase appropriation for Police Department operating capital
170-1403-663-000-PR2216	GREENWAY TRAIL EXTENSION DESIGN	15,000		increase appropriation for Design of Greenway Trail
170-1700-552-200	OPERATING CAPITAL		43,651	decrease appropriation for Police Department operating capital
170-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	11,702		increase appropriation for Police Evidence Building
GRANT & SPECIAL REVENUE FUND				
REVENUES		101,623	0	
190-0000-334-100-FR2203	ZOLL MONITORS AND DEFIBRILLATORS	70,000		increase funding for 2 Zoll monitors/defibrillators
190-0000-380-000	USE OF RESERVES	1,388		increase funding for 2020 CDBG Grant for ineligible grant expenses
190-0000-389-320-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	25,000		increase funding for Woodland Blvd Lighting Project
190-9999-381-001	TRANSFER FROM GENERAL FUND	5,235		increase funding for 2 Zoll monitors/defibrillators (\$5,000) and Sperling Sports Complex fencing (\$235)
EXPENDITURES		101,623	0	
190-1222-664-000-FR2203	ZOLL MONITORS AND DEFIBRILLATORS	75,000		increase appropriation for 2 Zoll monitors/defibrillators
190-1302-663-000-PW2002	ROW ADA IMPROV (2020 CDBG)	1,388		increase appropriation for 2020 CDBG Grant for ineligible grant expenses
190-1302-663-000-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	25,000		increase appropriation for Woodland Blvd Lighting Project
190-1403-663-000-PR1801	SPERLING SPORTS COMPLEX - ECHO	235		increase appropriation for Sperling Sports Complex furnish and installation of fence

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
CAPITAL FUND				
REVENUES		156,117	21,149	
300-9999-381-001	TRANSFER FROM GENERAL FUND	75,000		increase funding for Spec Martin Facility Improvements (Phase 1) (\$75,000)
300-9999-381-001	TRANSFER FROM GENERAL FUND	11,692		increase funding for bollards and cameras at Fire Station 81 (\$11,692)
300-9999-381-001	TRANSFER FROM GENERAL FUND	575		increase funding for new A/C at Burgess Building
300-9999-381-001	TRANSFER FROM GENERAL FUND	1,850		increase funding for new A/C at Bill Dreggors Park Admin Building
300-9999-381-001	TRANSFER FROM GENERAL FUND	12,500		increase funding for purchase of a new K-9 for PD
300-9999-381-001	TRANSFER FROM GENERAL FUND	4,333		increase funding for time clock construction and fiber
300-9999-381-001	TRANSFER FROM GENERAL FUND	2,425		increase funding for Live Scanner System
300-9999-381-001	TRANSFER FROM GENERAL FUND	6,980		increase funding for PD Evidence Building
300-9999-381-001	TRANSFER FROM GENERAL FUND	6,557		increase funding for Datacenter Microsoft Server
300-9999-381-001	TRANSFER FROM GENERAL FUND	1,200		increase funding for replacement enclosed utility trailer
300-9999-381-001	TRANSFER FROM GENERAL FUND	13,738		increase funding for IT Room A/C Unit Replacement
300-9999-381-001	TRANSFER FROM GENERAL FUND	1,685		increase funding for planar for new Fire Station
300-9999-381-001	TRANSFER FROM GENERAL FUND		235	decrease funding for fence at Sperling Sports Complex
300-9999-381-170	TRANSFER FROM GIFT FUND	11,702		increase funding for PD Evidence Building
300-9999-381-401	TRANSFER FROM W&S FUND		20,914	decrease funding for Customer Service Kiosk
300-9999-381-480	TRANSFER FROM P&I FUND	5,880		increase funding for City Hall meeting room chairs
EXPENDITURES		161,957	26,989	
300-0106-664-000-AD2202	CITY HALL MEETING ROOM CHAIRS	5,880		increase appropriation for City Hall meeting room chairs
300-0106-664-000-AD2203	IT ROOM AC REPLACEMENT	13,738		increase appropriation for IT Room A/C Unit Replacement
300-0110-663-000-IT2203	DATA CENTER MICROSOFT SERVER TO 2019	6,557		increase appropriation for Datacenter Microsoft Server
300-0110-663-000-IT2204	SPERLING COMPLEX OPTICAL NETWORK PROJECT	4,333		increase appropriation for time clock construction and fiber
300-0110-663-000-IT2206	LIVE SCANNER SYSTEM	2,425		increase appropriation for Live Scanner System
300-0110-664-000-IT2012	CUSTOMER SERVICE PAYMENT KIOSK		20,914	decrease appropriation for Customer Service Kiosk
300-0110-664-000-IT2112	PLANAR FOR NEW FIRE STATION	1,685		increase appropriation for planar for new fire station
300-1222-662-000-FR1802	NEW FIRE STATION {81}	11,692		increase appropriation for bollards and cameras at Fire Station 81
300-1226-662-000-PD1701	NEW EVIDENCE BUILDING	18,682		increase appropriation for new PD Evidence Building
300-1226-664-000-PD2208	NEW K-9 PURCHASE	12,500		increase appropriation for purchase of a new K-9 for PD
300-1302-664-000-PW2206	UTILITY TRAILER 132-TL-007	1,200		increase appropriation for replacement enclosed utility trailer
300-1403-663-000-PR2205	REPLACE A/C UNIT AT CHISHOLM GYMNASIUM	950		increase appropriation for new A/C at Chisholm
300-1403-663-000-PR2207	REPLACE A/C UNIT AT BURGESS BUILDING	575		increase appropriation for new A/C at Burgess Building
300-1403-663-000-PR2208	REPLACE A/C UNIT AT DREGGORS PARK ADMIN	1,850		increase appropriation for new A/C at Bill Dreggors Park Admin Building
300-1403-663-000-PR2218	SPEC MARTIN FACILITY IMPROVEMENTS	75,000		increase appropriation for Spec Martin Facility Improvements (Phase 1)
300-1403-664-000-PR2210	REPLACE 2003 JOHN DEER GATOR #61	2,198		increase appropriation for 1200 X Hauler
300-1403-664-000-PR2211	REPLACE 2013 JOHN DEERE 150-MOW-002	247		increase appropriation for new mower
300-1403-664-000-PR2212	TORO ELECTRIC SCOOTER 143-SCT-001	2,198		increase appropriation for 1200 X Hauler
300-1403-664-000-PR2213	SCAGG CHEETAH MOWER #143-MOW-006	247		increase appropriation for new mower
300-1403-664-000-PR2215	FORD RANGER #143-22		6,075	decrease appropriation for new 1200 X Haulers (\$2,198 each), new mowers (\$247 each), Chisholm A/C (\$950) and fence at Sperling (\$235)

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		104,400	733,216	
401-0000-380-000	USE OF RESERVES	104,400		increase funding for recycling fees in Refuse Collection Fund
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR		628,816	funds carried over from FY 20-21
401-9998-382-440	CONTRIBUTION FROM REFUSE FUND		104,400	decrease funding for recycling fees in Refuse Collection Fund
EXPENDITURES		318,258	947,074	
401-4201-663-000-UT2245	DOWNTOWN DEVELOPMENT FLOW STUDY	55,752		increase appropriation for Downtown Development Flow Study
401-4202-531-100	PROFESSIONAL SERVICES		2,667	CARRY OVER correction: to fund WW Master Plan Update
401-4203-663-000-UT1913	WTP#10 SUPPLY WELLS FG1-2	194,466		CARRY OVER correction: to fund WTP #10 Supply Wells FG1-2
401-4203-662-000-UT2202	WATER PLANT #12 CROM TANK REHABILITATION	1,000		increase appropriation for Water Plant #12 CROM Tank Rehab
401-4203-664-000-UT2207	WATER PLANT #6 GENERATOR ENCLOSURE	239		increase appropriation for Water Plant #6 Generator Enclosure
401-4203-664-000-UT2209	WATER PLANT #1 SUBMERSIBLE MIXING UNIT		239	decrease appropriation for Water Plant #6 Generator Enclosure
401-4204-552-100	OPERATING SUPPLIES		21,150	decrease appropriation for new valve on 15A/Delaware Ave
401-4204-553-100	ROAD MATERIALS & SUPPLIES	12,750		increase appropriation for pavement restoration at Shady Lane water main break
401-4204-663-000-UT2244	NEW VALVE FOR 15A	21,150		increase appropriation for new valve on 15A/Delaware Ave
401-4205-663-000-UT2004	RECLAIM BORROW PIT LOAD		295,600	CARRY OVER correction: to fund Reclaim Borrow Pit Project
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR		54,399	CARRY OVER correction: to fund Digester Upgrades and Improvements
401-4205-663-000-UT2109	RECLAIM BORROW PIT DESIGN		400,000	CARRY OVER correction: to fund Reclaim Borrow Pit Project
401-4206-664-000-UT2236	VIVAX METROTECH LOCATORS (3)		450	decrease appropriation for 82'x20' Open Trailer
401-4206-664-000-UT2237	OPEN MOWING TRAILER	450		increase appropriation for 82'x20' Open Trailer
401-4208-664-000-FM2203	CATERPILLAR 2CC40004 TIRE LIFT TRUCK	5,243		increase appropriation for Caterpillar Fork Lift
401-4210-663-000-UT1915	UTILITY RELOCATION ORANGE CAMP		70,616	CARRY OVER correction: to fund Utility Relocation Orange Camp
401-9990-999-100	CONTINGENCY		81,039	decrease appropriation for pavement restoration at Shady Lane water main break (\$12,750), Caterpillar Fork Lift (\$5,243), GIS Computer Equipment (\$5,548), Downtown Development Flow Study (\$55,752), Water Plant #12 CROM Tank Rehab (\$1,000), and Customer Service Kiosk (\$746)
401-9999-991-001	TRANSFER TO GENERAL FUND	27,208		increase appropriation for GIS Computer Equipment (\$5,548) and Customer Service Kiosk (\$21,660)
401-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		20,914	decrease transfer for Customer Service Kiosk
WATER & WASTEWATER TRUST FUND				
REVENUES		301,216	0	
404-0000-380-000	USE OF RESERVES	301,216		increase funding for 2020 Water Main Improvement (\$10), Spring Hill Sanitary Sewer PH (\$2,272), Alabama/Amelia Reclaim Water Main Extension (\$277,000), WRF South Reuse Pump Station (\$312), and Reclaimed Water Main Extension - Phase 5 (\$21,622)
EXPENDITURES		301,216	0	
404-4240-663-000-WW2002	2020 WATER MAIN IMPROVEMENT	10		increase appropriation for 2020 Water Main Improvement
404-4240-663-000-WW2003	SPRING HILL SANITARY SEWER PH	2,272		increase appropriation for Spring Hill Sanitary Sewer
404-4240-663-000-WW2102	ALABAMA/AMELIA RECLAIM EXT	277,000		increase appropriation for Alabama/Amelia Reclaim Water Main Extension
404-4240-663-000-WW2104	WRF SOUTH REUSE PUMP STATION	312		increase appropriation for WRF South Reuse Pump Station
404-4240-663-000-WW2204	RECLAIM WATER EXPANSION PHASE #5 DESIGN	21,622		increase appropriation for design of the Reclaimed Water Main Extension - Phase 5 project
AIRPORT FUND				
REVENUES		0	0	
EXPENDITURES		500	500	
430-4300-534-100	CONTRACTUAL SERVICES		500	decrease appropriation to provide funding for ant control at Showcase 2021
430-4300-552-150-SHOW21	AIRPORT SHOWCASE	500		increase appropriation to provide funding for ant control at Showcase 2021

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
REFUSE COLLECTION FUND				
REVENUES		0	0	
EXPENDITURES		104,400	104,400	
440-4400-549-100	OTHER OBLIGATIONS	104,400		increase appropriation for recycling fees
440-9998-992-401	CONTRIBUTION TO W&S FUND		104,400	decrease appropriation for recycling fees
PERMITS & INSPECTIONS FUND				
REVENUES		125,880	0	
480-0000-322-000	BUILDING PERMIT FEES	125,880		Increase funding for BOFA & FORTE Banking Fees (\$75,000), City Hall conference room chairs (\$5,880), ePermit Rocket software (\$45,000)
EXPENDITURES		125,880	0	
480-4800-534-100	CONTRACTUAL SERVICES	75,000		increase funding for BOFA and FORTE Banking Fees
480-9999-991-001	TRANSFER TO GENERAL FUND	45,000		increase appropriation for ePermitRocket Software
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	5,880		increase transfer to Capital Fund for City Hall conference room chairs

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Consideration re Recognition of Sublease Agreement, 600 Summerhill Drive.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Recognition of Sublease, Dana Safety Supply (1)

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

Official notification that Ted Glasrud Associated FL, LLC of 1700 Highway 36 West, Ste. 650, Roseville, MN 55113 has entered into a sublease for a parcel located at 600 Summerhill Drive.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Regional High Value Job Creation - Increased diversity of the economic base of the community.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends commission approval of the sublease.

BACKGROUND/DISCUSSION:

The lease is with Dana Safety Supply, who was previously approved to occupy a different building in the same industrial park. Notification to, and consent by, the City of DeLand is required.

RECOGNITION OF SUBLEASE

The City of DeLand, a Florida municipal corporation (hereinafter referred to as “LESSOR”), does hereby consent to, accept, and acknowledge the attached Lease Agreement dated January 7, 2022, entered into between Ted Glasrud Associates, FL, LLC, a Florida Limited Liability Company (hereinafter referred to as “LESSEE”), and DANA SAFETY SUPPLY, INC., a Florida corporation (hereinafter referred to as “SUBLESSEE”), pertaining to certain Lease Agreement dated February 7, 2000, by and between the City of DeLand and West Volusia Truss Connection, Inc., as subsequently assigned to Ted Glasrud Associates FL, LLC, on February 7, 2011, and as subsequently renewed on November 18, 2019. Lessor does hereby acknowledge Lessee’s and Sublessee’s covenants that both shall be bound by all of the terms and conditions of the original Lease Agreement dated February 7, 2000 and renewed on November 18, 2019, and any and all assignments and amendments thereto. It is acknowledged that Sublessee may use the facility for any lawful purpose as outlined in the aforementioned Lease Agreement.

EXECUTED this ____ day of February, 2022.

CITY OF DELAND, LESSOR

By: _____
Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

This Instrument Prepared by:
City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

A-184 Ted Glasrud Associates FL, LLC

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 7th day of January, 2022, by and between Ted Glasrud Associates FL, LLC, a Florida limited liability company, whose principal place of business is 759 SW Federal Highway, Suite 217, Stuart, FL 34994 ("Landlord") and Dana Safety Supply Inc., a Florida corporation whose principal place of business 1725 Memorial Park Drive, Jacksonville, FL 32204 ("Tenant"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises as set forth herein upon the following terms and conditions:

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. LEASED PREMISES. Subject to the terms and conditions of this lease, Landlord leases to Tenant, and Tenant does hereby lease from Landlord, the "Premises" containing 20,000 square feet, located at 600 Summerhill Drive in the city of DeLand, Volusia County, Florida ("Building"), and the land on which such property is located being described on Exhibits A, B and C attached hereto.
2. TERM. The Term of this Lease shall be for a period of seven (7) years and five (5) months and seventeen (17) days, commencing on January 15, 2022, (the "Commencement Date") and terminating on June 30, 2030 (the Termination Date"), unless extended as set forth herein. If the Commencement Date is a date other than the first day of a first day of a Calendar Month, the Lease Term shall be extended by the number of days remaining in the Calendar Month in which the Commencement Date occurs. If the Premises are not in Deliverable Condition (as defined below) on the Commencement Date, Landlord shall not be liable for any costs, claims, damages, or liabilities incurred by Tenant as a result thereof, and the Lease Term and the obligations of Tenant hereunder shall nonetheless commence and continue in full force and effect; provided, however, if the Premises are not in Deliverable Condition on the Commencement Date due to omission, delay, or default on the part of Landlord, the Lease Term shall not commence until the Premises are in Deliverable Condition. In such event, the Commencement Date shall be deemed to be postponed to the date the Premises are in Deliverable Condition, whereupon the Lease Term shall commence. Notwithstanding the foregoing, in the event the Landlord is (a) unable to deliver possession of the Premises within sixty (60) days following the Commencement Date or (b) unable to obtain the consent from the City of Deland to this Lease, as contemplated in the Consent to Sublease attached hereto as Exhibit E, then Tenant may elect to terminate this Lease by written notice to Landlord.
3. RENT. Beginning on July 1, 2022 (the "Rent Commencement Date") and continuing during the term of this Lease, Tenant agrees to pay Landlord, in lawful money of the United States, as follows:
- a. The minimum monthly Rent ("Net Rent") due under this Lease shall be as described in the following table, plus Florida sales tax, due and payable in advance on the first (1st) day of each calendar month following the Rent Commencement Date during the term of this Lease and any extensions or renewals thereof, and Tenant hereby agrees to pay Net Rent and other amounts to Landlord monthly, in advance, and without set-off, deduction or demand except as herein provided. If the Rent Commencement Date of this Lease lands on a day other than the first (1st) day of a month, then the first installment of Net Rent shall be prorated, based on thirty (30) days per month, and such installment so prorated shall be paid in advance.

<u>Years</u>	<u>Net Per Square Foot</u>	<u>Annual Payment</u>
1	\$5.75	\$115,000.00
2	\$5.92	\$118,400.00
3	\$6.10	\$122,000.00
4	\$6.28	\$125,600.00
5	\$6.47	\$129,400.00
6	\$6.66	\$133,200.00
7	\$6.86	\$137,200.00

- b. In addition to Net Rent, beginning on the Commencement Date, the Tenant agrees to pay to Landlord, as Additional Rent, without any set off or deduction whatsoever, the amount of any Real Estate, ad valorem, transaction privilege, sales, and any other taxes incurred by Landlord in relation to the Premises and on the rent transactions, including, but not limited to, all sales taxes levied, imposed or assessed by the United States of America, the State of Florida, or any political subdivision thereof, or any other taxing authority upon the Net Rent, Additional Rent and all other sums payable hereunder. Such Real Estate Taxes are to be paid by the Landlord. Landlord estimates the cost of Real Estate Taxes for the Premises will be \$1,333.33 per month. Upon any increase to be paid by the Landlord for Real Estate Taxes, Landlord will notify the Tenant of the increase and will adjust the Additional Rent payable by the Tenant to the Landlord to reflect said increase. Said increase in rent will be effective immediately upon notice from landlord to Tenant and Tenant shall pay said increases as part of its Additional Rent due to Landlord.

In addition to Real Estate Taxes, Landlord must pay the State of Florida Sales Tax on Commercial Leases, which is currently 6% in the County of Volusia. Tenant is responsible for any change in the sales tax rate during the initial term and renewals.

Provided, however, that any one time (as opposed to on-going) special assessments for public improvements having a useful economic life exceeding the remaining term of this Lease shall be prorated between Landlord and Tenant using a straight-line method, based on the proportion of that economic life falling within the remaining term of the Lease. Taxes shall not include any penalties or interest for late or partial payment nor any income, franchise, inheritance, estate, transfer, excise, gift or capital gain taxes, that are or may be payable by Landlord or that may be imposed against Landlord or against the rents payable hereunder.

- c. In addition to Net Rent the Tenant agrees to pay to Landlord, as Additional Rent, without any set off or deduction whatsoever of the rent payments that Landlord is required to pay to the City of DeLand for the Lease of the Land upon which the Premises is built. Such Land Lease Rent is to be paid by the Landlord to the City of DeLand monthly and is subject to annual escalations. As of the date of the execution of this Lease, the Additional Rent for the Land Lease is \$1017.28 per month. The Landlord, upon receipt of notice from the City of Deland of the rent increase to be paid by the Landlord to the City of Deland, will notify the Tenant of the increase and will adjust the Additional Rent payable by the Tenant to the Landlord to reflect said increase. Said increase in rent will be effective immediately upon notice from Landlord to Tenant and Tenant shall pay said increases as part of its Additional Rent due to Landlord. Land lease is attached as Exhibit D.
- d. In addition to Net Rent, beginning on the Commencement Date, the Tenant agrees to pay to Landlord, as Additional Rent, without any set off or deduction whatsoever for Insurance Coverage that the Landlord shall maintain for the Premises. Such Insurance is to be paid by the Landlord. Landlord estimates the cost of Insurance for the Premises will be \$670.00 per month. Upon any increase to be paid by the Landlord for Insurance, will notify the Tenant of the increase and will adjust the Additional Rent payable by the Tenant to the Landlord to reflect said increase. Said increase in rent will be effective immediately upon notice from Landlord to Tenant and Tenant shall pay said increases as part of its Additional Rent due to Landlord.
- e. In addition to Net Rent, beginning on the Commencement Date, the Tenant agrees to pay to Landlord, as Additional Rent, without any set off or deduction whatsoever, all Operating Expenses as stated in Paragraph 5 below, which Landlord incurs maintaining the Premises. Such Operating Expenses are estimated for the Premises to be \$583.33 per month. Upon any increase to be paid, Landlord will notify the Tenant of the increase and will adjust the Additional Rent payable by the Tenant to the Landlord to reflect said increase. Said increase in rent will be effective immediately upon notice from Landlord to Tenant and Tenant shall pay said increases as part of its Additional Rent due to

Landlord. Notwithstanding the foregoing, the "Controllable Operating Expenses" portion of Tenant's Operating Expenses shall not increase by more than three percent (3%) over the previous Lease Year "Controllable Operating Expenses", on a non-cumulative basis. "Controllable Operating Expenses" shall mean only those items included in Operating Expenses where the cost or expense thereof shall be within the reasonable ability of Landlord to control. Specifically excluded from Controllable Operating Expenses, without limitation, are the costs and expenses of Taxes, Insurance, wine related damages and utilities for the Building.

- f. Actual square footage for the Premises will be determined by space planning and programming with all measurements computed in accordance with BOMA method of floor measurement. Tenant may elect to have the space measured prior to the Commencement Date. If the square footage is found to be greater or less than the square footage shown on in this Lease, Rent and other provisions of this Lease which are based on rentable area shall be adjusted accordingly.
- g. If Tenant fails to pay any regular monthly installment of rent by the tenth (10th) day of the month in which the installment is due, or any other amount due under this Lease, including but not limited to taxes or operating costs within ten (10) days after accrual thereof, there shall be added to such unpaid amount a late charge of five percent (5%) of the installment or amount due and owing under the terms of the Lease.

4. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall deposit with Landlord a cash security deposit in the amount of \$10,000.00, to guarantee the terms and conditions of the Lease. Upon the occurrence of any event of default by Tenant, Landlord may, at its sole option and without prejudice to any other remedy available to Landlord, use the Security Deposit to the extent necessary to make good any arrears of Rent and any other damage, injury, expense or liability caused to Tenant by such event of default. To the extent the Landlord shall use any portion of the Security Deposit, Tenant shall remit an amount necessary to restore the Security Deposit to its original balance to Landlord on the first day of month following notice of the amount necessary to replenish the amount so used. Such Security Deposit shall be refunded to Tenant after the term of the Lease shall have ended and after all obligations of Tenant under the Lease have been fulfilled. Except as may be required by applicable law no interest shall be paid on any such Security Deposit and Landlord shall not be required to keep the security deposit separate from its general funds.

5. MAINTENANCE AND REPAIRS. Tenant shall make and pay for all maintenance, replacement and repair necessary to keep the demised premises, including landscaping, in good state of repair and tenantable conditions, except for the following maintenance, replacement or repair which, unless caused by Tenant's or Tenant's agents', employees', or guests' own intentional or negligent acts, shall remain the Landlord's sole responsibility:

- a. all maintenance, replacement and repair to the roof, outer walls and structural portion of the building in a safe, dry and tenantable condition and in good order and repair; and
- b. all repairs, maintenance or replacement of or to the Premises, including but not limited, underground utility installations and underground electrical conduit and wire, which are occasioned by settlement of the premises or a portion thereof, or caused by soil conditions.

6. UTILITIES AND JANITORIAL. In addition to the payment of Rent, Tenant shall contract and pay for all electrical, gas, water, sewer, trash removal and janitorial service to the Premises directly to the service provider. If Tenant fails to contract directly with such provider, Landlord shall reserve the right to contract and pay for such service(s) and add them to the operating expenses as defined in Paragraph 3, sub paragraph e of this agreement.

7. USE. The Premises are to be used and occupied by Tenant solely for installation and service of after-market automobile accessories and related uses ancillary thereto, and for no other purpose or use without the prior written consent of Landlord.

8. ACCEPTANCE OF PREMISES AND BUILDING BY TENANT. Conditioned upon Tenant's inspection of the Premises and Landlord's completion of the items contained therein, the taking of possession of the Premises by Tenant shall be conclusive evidence of the following:

- a. Tenant accepts the Premises as suitable for the purposes for which the same are leased;
- b. Tenant accepts the Building and each and every part and appurtenance thereof as being in a good and satisfactory condition.

9. REPAIRS.

a. REPAIRS BY TENANT. Except as otherwise provided herein, Tenant at its sole cost and expense, shall keep, repair, and maintain the Premises, and replace to the extent hereafter set forth, all equipment and improvements therein and thereon, and every part thereof specifically including, but not limited to, interior walls, other building surfaces, the parking areas, sidewalks, retaining walls, landscaping, floors, non-load bearing walls, windows, plate and window glass, signs, interior and exterior lighting fixtures (including bulbs, lenses, and ballasts) and the heating, ventilating, air conditioning, flashing, plumbing, and electrical systems servicing the premises and every part thereof in good repair and in a clean, sanitary, safe, wholesome, insurable and tenantable condition and in conformity with the regulations of any governing authority and the standards established, from time to time, by the National Fire Protection Association. Additionally, Tenant shall ensure that all health, police, fire, building, sanitation, and other laws and regulations of DeLand, Florida; Volusia County or the State of Florida, in all respects and at all times, shall be complied with by Tenant. If the repairs, maintenance, or replacement required to be made by Tenant pursuant to the terms hereof are not promptly made, Landlord may cause such repairs, maintenance and replacement to be made during non-business hours, except in the event of an emergency, without any responsibility to the Tenant for any loss or damage that may be sustained to Tenant's inventory, furniture, fixtures, equipment, goodwill, or business, by reason thereof, except if Landlord acts in a reckless or grossly negligent manner. In the event that Landlord is required to cause such repairs, maintenance or replacement, Tenant shall promptly pay Landlord as Additional Rent hereunder the cost of such repair plus an additional 20% thereof for overhead and supervision costs of Landlord together with the interest as set forth in Paragraph 45 hereafter.

b. REPAIRS BY LANDLORD. Landlord shall at Landlord's sole cost and expense repair and maintain the roof, structural components of the building (including the foundation, columns, structural slabs, decks, and load-bearing walls).

10. ALTERATIONS AND IMPROVEMENTS BY TENANT. Landlord acknowledges that Tenant has the option of removing existing office space within the Premises, nevertheless, other than those Tenant Improvements to be agreed to between Landlord and Tenant relating to initial completion of the Building, Tenant shall not make any changes, additions, or improvements to the Premises in excess of five thousand and no/100 dollars (\$5,000.00) without the prior written consent of Landlord. All changes, additions, and improvements to the Premises performed by or at the direction of Tenant, whether or not Landlord's consent is required, must be performed in accordance with all applicable statutes, codes and rules pertaining thereto and shall be performed by a contractor licensed and insured to perform such work within the State of Florida. All alterations consented to by Landlord and performed at the direction of Tenant shall be subject to requirements contained in this Lease and any other reasonable conditions imposed by Landlord, including, but not limited to, the personal guarantee of Tenant's obligation to pay for such improvements. Tenant shall provide Landlord with all information requested by Landlord and necessary to complete a Notice of Commencement that evidences Tenant's liability for payment for all alterations, improvements and changes to the Premises as required by Florida Statutes.

Prior to the beginning of any construction of the Premises, Tenant expressly agrees to submit all plans, blueprints or other specifications, including but not limited to, interior decorating schemes, for the construction of improvements on the Premises to Landlord for approval. Landlord reserves the right to review, modify or reject any proposed improvement or plan for construction, however, Landlord also agrees not to delay, reject or modify any reasonable request for proposed improvement or construction.

All alterations, improvements or additions on or upon the Premises made by Tenant or at its direction, shall become the property of Landlord at the expiration or termination of this Lease Agreement. Landlord reserves the express right to require Tenant to remove any improvements or additions made to the Premises and to require Tenant to repair and return the Premises in a condition not beyond the scope of normal wear and tear on the day prior to the termination of this Lease Agreement.

All trade fixtures, movable equipment, or furniture owned by Tenant, and installed on, or in the Premises, may be (or if requested by Landlord, shall be) removed by Tenant upon termination of this Lease, if Tenant is not in default under this Lease. Any such trade fixture not removed at or prior to the termination of this Lease shall become the property of Landlord. The term "trade fixtures" does not include lighting fixtures, air conditioning equipment, electrical and plumbing installations, ceiling and ceiling support systems, store fronts, interior walls and partitions.

11. MECHANIC'S LIEN. Tenant shall not permit any mechanic's lien or liens to be placed upon the Premises, the Leasehold Improvements thereon or the Premises during the term hereof caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Tenant, and nothing contained in this Lease shall be deemed as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair to the Premises, or any part thereof, nor as giving Tenant any authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or other liens against the interest of Landlord in the Premises. If a lien is filed upon the interest of Landlord or Tenant in the Premises, Tenant shall cause the same to be discharged of record within ten (10) days after filing of same. If Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit in court or bonding. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Landlord, with interest thereon at the rate hereinafter provided from the date of payment, shall be paid by Tenant to Landlord immediately on demand as rent. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, to or for the performance by any contractor, laborer, material man, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. All material men, contractors, artisans, mechanics, laborers and any other persons now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to any portion of the Premises are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Tenant and any subtenants shall have no power to do any act or make and contract which may create or be the foundation of any lien, mortgage, or other encumbrance upon the reversionary or other estate of Landlord, or any interest of Landlord in the Premises. NOTICE IS HEREBY GIVEN THAT LANDLORD IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING THE PREMISES OR ANY PART THEREOF, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE.

Tenant shall post in at least three (3) conspicuous places on the Premises, a notice as described above.

12. GRAPHICS/SIGNAGE Tenant shall provide, at Tenant's sole expense, all letters or numerals on the Premises, which shall be in accordance with any and all applicable local, state and federal statutes and regulations.

13. CARE OF PREMISES. Tenant shall not commit or allow any waste or damage to be committed on any portion of the Premises, and at the termination of this Lease, by lapse of time or otherwise, to deliver up the Premises to Landlord in as good a condition as at the Commencement Date, ordinary wear and tear excepted. Upon any termination of this Lease, Landlord shall have the right to reenter and resume possession of the Premises.

14. KEYS AND LOCKS. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises, and give to Landlord the explanation of the combination of all locks for safes, safe cabinets, and vault doors, if any in the Premises.

15. HOLDING OVER. If after expiration or other termination of this Lease Tenant holds over without the prior written consent of Landlord, Tenant shall, throughout the entire holdover period, pay rent equal to the greater of two (2) times the Base Rent, or the prevailing rent determined by Landlord, plus all other amounts that would otherwise have been payable hereunder had the Lease Term continued through the period of such holding over by Tenant; provided, however, that Landlord's acceptance of any such payment shall not constitute nor imply any consent by Landlord to any such holding over by Tenant. No holding over by Tenant after the expiration of the Lease Term shall be construed to extend the Lease Term; and in the event of any unauthorized holding over, Tenant shall indemnify, defend and hold Landlord harmless from and against all claims for damages (and reimburse Landlord upon demand for any sums paid in settlement of any such claims) by any other tenant or prospective tenant to whom Landlord may have leased all or any part of the Premises effective before or after the expiration of the Lease Term and by any broker claiming any commission or fee in respect to any such lease or offer of lease. Any holding over with the written consent of Landlord shall thereafter constitute a lease from month to month under the terms and provisions of this Lease, to the extent applicable to a tenancy from month to month, based on the terms and rent agreed upon by Landlord and Tenant prior to termination of the then-current term.

16. LEGAL USE AND VIOLATIONS OF INSURANCE. Tenant shall not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose that is unlawful, disreputable or extra-hazardous on account of fire, or permit anything to be done that could in any way increase the rate or result in the denial or reduction of fire, liability or any other insurance coverage on the Premises and/or its contents. If, by reason of Tenant's acts or conduct of business, there shall be an increase in the rate of insurance on the Building then Tenant shall pay such increase to Landlord immediately upon demand as additional rent.

17. LAWS AND REGULATIONS. Tenant shall comply with all laws, ordinances, rules and regulations of any state, federal, municipal, or other government or governmental agency having jurisdiction of the Premises that relate to the use, condition, or occupancy of the Premises and the conduct of Tenant's business thereon.

18. HAZARDOUS MATERIALS. Tenant shall not permit the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance, except as specifically set forth in this Lease.

For purposes of this Lease, "Hazardous Substance" means any substance designated pursuant to the Clean Water Act, Title 33 U.S.C. 1321; any substance designated a hazardous substance pursuant to the Federal Water Pollution Control Act, Title 33 U.S.C. 1317; defined as a hazardous waste pursuant to the Federal Resource Conservation and Recovery Act Title 42 U.S.C. 6901; any element, compound, mixture, solution, or substance designated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. 9602; any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act, Title 42 U.S.C. 1317; any hazardous air pollutant listed under Section 112 of the Clean Air Act, Title 42 U.S.C. 7412; any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act, Title 15 U.S.C. 2606; and, any "Hazardous Substance", "Hazardous Material", "Hazardous Waste", "Pollutant", or "Contaminant", as defined by Florida Statutes, including but not limited, Florida Statutes Section 403 and Section 442. The term also includes, but is not limited to, polychlorinated biphenyl, asbestos, urea formaldehyde, petroleum or related substances.

Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws"), and promptly provide any and all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is required by Landlord.

Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Government") under the Laws.

Tenant shall indemnify, defend, and hold harmless the Landlord, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' fees and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by the Government under the Laws and all other environmental laws.

In the event it is determined the Premises contains a Hazardous Substance that was either on the Premises prior to Tenant's occupancy thereof or was caused by some person or entity other than Tenant, its agents or employees, the obligations of Tenant under this paragraph shall not be enforced by Landlord.

Tenant's obligations and liabilities under this paragraph shall survive the expiration or other termination of this Lease.

19. ENTRY BY LANDLORD. Except in cases of emergency, upon twenty four (24) hour advance notice to Tenant, Tenant shall permit Landlord or its agents or representatives to enter any part of the Premises at all reasonable hours and with reasonable notice (and in emergencies at all times) to inspect the same, or to show the Premises to prospective tenants, purchasers, mortgagees, or insurers, to clean or make repairs, alterations, or additions thereto, as Landlord may deem necessary or desirable. In cases of emergency, no prior notice to Tenant from Landlord shall be required. Tenant shall not be entitled to any abatement or reduction of rent by reason of such entry unless such entry is necessitated through no fault of Tenant and such entry causes Tenant the total inability to conduct business for more than two (2) consecutive business days.

20. ASSIGNMENT AND SUBLETTING. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use any part or all of the Premises, without first obtaining Landlord's consent, which Landlord shall not unreasonably withhold, delay or condition. In the event Tenant should desire to assign this Lease or sublet the Leased Premises or any part thereof, Tenant shall give Landlord written notice of such desire at least sixty (60) days in advance of the date on which Tenant desires to make such assignment or sublease. Said written notice shall include detailed information regarding the proposed sub-tenant including financial information and references. Landlord shall respond to any Tenant request to assign, sublease or encumber within thirty (30) business days of written notice of Tenant's desire to enter into such assignment, sublease or encumbrance. At its sole option, Landlord may consent or Landlord may condition its consent on Tenant's agreement to an increase in the minimum rent payable to an amount which is not less than the current market rent for comparable premises. If Landlord elects to withhold its consent, Landlord shall specify in writing to Tenant the grounds upon which Landlord is withholding its consent. If Landlord fails to respond to Tenant within thirty (30) days of receipt to written notice, Landlord shall be deemed to have granted its consent to the proposed sublease, assignment or encumbrance. Any sublease, assignment or encumbrance without Landlord's written consent shall be, at Landlord's sole option, a default under this Lease. Notwithstanding the foregoing, no consent of Landlord is required for Tenant to assign or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder: (a) to any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or stock in Tenant; or (b) to any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; or (c) to any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933) of Tenant. No assignment or subletting by Tenant shall relieve Tenant of its obligations and liability under this Lease.

21. TRANSFERS BY LANDLORD. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder in the Premises and other property referred

to herein, and in such event and upon such transfer (any such transferee to have the benefit of, and be subject to, the rights and obligations of Landlord hereunder), Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

22. ESTOPPEL CERTIFICATE. Tenant will, at any time and from time to time, within fifteen (15) days from any written request by Landlord, execute, acknowledge, and deliver to Landlord a statement in writing executed by Tenant certifying to Landlord and/or any party designated by Landlord that Tenant is in possession of the Premises under the terms of this Lease, that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications), the dates to which the rent has been paid, that to the knowledge of Tenant no default exists hereunder or specifying each such default of which Tenant may have knowledge, and such other matters as may be reasonably requested by Landlord. Any prospective purchaser or mortgagee of the Premises may rely upon any such statement by Tenant.

23. EVENTS OF DEFAULT.

a. The following events shall be events of default by Tenant under this Lease:

- i. Tenant fails or refuses to pay any installment of the rent hereby reserved or other sum of money payable hereunder or under any other agreement between Landlord and Tenant when due and such failure or refusal shall continue for ten (10) days after notice.
- ii. Tenant fails or refuses to comply with any term, provision, or covenant of this Lease, other than the payment of rent, or any term, provision, or covenant or any other agreement between Landlord and Tenant, and shall not cure such failure or refusal within thirty (30) days after written notice thereof from Landlord to Tenant.
- iii. Tenant has three (3) or more consecutive defaults (directly attributable to the action or inaction of Tenant) in any twelve (12) month period and/or five (5) or more defaults, whether or not consecutive within any twenty-four (24) month period, whether or not cured.
- iv. If Tenant or any guarantor of Tenant's obligations hereunder (hereinafter "Guarantor") becomes insolvent, makes a transfer in fraud of creditors, makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.
- v. Tenant or Guarantor files a petition under any section or chapter of the Federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof, or an order for relief shall be entered against Tenant or any Guarantor in a bankruptcy or its reorganization proceedings under any present or future federal or state bankruptcy or similar law shall be filed in any court and not discharged or denied within twenty (20) days after its filing.
- vi. A receiver, trustee or custodian is appointed for all or substantially all of the assets of Tenant or of the Premises or any of Tenant's property located therein in any proceeding brought by Tenant, or any such receiver, trustee or custodian shall be appointed in any proceeding brought against Tenant and shall not be discharged within twenty (20) days after such appointment, or Tenant shall consent to or acquiesce in such appointment.
- vii. Tenant's leasehold interest hereunder is taken in execution or other process of law in any action against Tenant.
- viii. Tenant removes, attempts to remove or evidences an intention to remove Tenant's personal property from the Premises in a manner not consistent with ordinary and usual business practices without having paid to Landlord all rent

due and owing at that time and all rent which may become due during the entire term of this Lease.

b. If an Event of Default by Tenant shall have occurred and be continuing, Landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Paragraph 23. In addition, if this Lease is not terminated, Landlord may recover from Tenant, upon demand, an amount equal to one (1) month's rent as a security deposit without any modification of Tenant's obligations under this lease and Landlord shall retain all remaining rights as provided by law for the enforcement hereof including an action or actions for specific performance.

c. If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

d. From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant if the Lease is not terminated, and in the name of Landlord if the Lease is so terminated, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefor. Nevertheless, Landlord shall not in any way be obligated to give reletting of the Leased Premises priority over the leasing of any other Premises that Landlord has or will have available for lease. Any rent received from such reletting shall be applied against Tenant's obligations as described hereafter, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

e. No Termination of this Lease pursuant to Paragraph 23(b) and no Repossession of the Premises pursuant to Paragraph 23(c) or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession.

f. In the event of a termination of the Lease or Repossession without termination of the Lease, whether or not the Premises shall have been relet, Tenant shall pay to Landlord the Rent and other sums and charges to be paid by Tenant pursuant to Paragraphs 3 and 4, up to the time of such termination. Thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent, and such other sums and charges which would be payable under this Lease pursuant to Paragraphs 3 and 4, by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Paragraph 23(d) after deducting all of Landlord's expenses in connection with such reletting, including, without limitation:

- i. all repossession costs;
- ii. brokerage and management commissions;
- iii. operating expenses;
- iv. reasonable legal expenses and costs;
- v. reasonable attorneys' fees;

- vi. alteration and tenant improvement costs, both associated with re-letting and those which are associated with Tenant's Lease and which have been amortized over the Term of the Lease but which have not yet been paid; and
 - vii. expenses of preparation for such reletting.
- g. In the event of Repossession without termination of the Lease, Tenant shall pay such current damages to Landlord monthly on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.
- h. At the sole discretion and option of Landlord, in the event of termination and Repossession, Tenant shall pay either:
- i. such current damages as described in Paragraph 23(f) on a monthly basis on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day; or
 - ii. as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present value of the excess of the Rent, as well as any other sums or charges reserved under this Lease pursuant to Paragraphs 3 and 4, from the day of such termination or Repossession for what would be the then unexpired term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Premises for the same period, said present value to be arrived at on the basis of a discount rate of four percent (4%) per annum.
 - iii. Nevertheless, in the event of such termination of the Lease, Landlord shall not be required to refund any excess rent it receives over and above that which Tenant is obligated to pay, to Tenant and any said overages shall become the property of Landlord.
- i. In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees incurred by Landlord in connection with any Event of Default.
- j. In addition to those remedies hereunder, upon termination or Repossession, Landlord shall be entitled to offset against any rents, damages, or other sums of money owed by Tenant, any security deposit and/or any advance rent applicable to any time period after the occurrence of the default and any sums which would then or thereafter otherwise be due from Landlord to Tenant.
- k. Upon termination or Repossession, Landlord may alter locks and other security devices at the Premises.
- l. Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.
- m. If Tenant commits an Event of Default (or if any default exists and Landlord has good cause for action prior to expiration of Tenant's cure periods), then Landlord may, but shall not be required to, make such payment or do such act, or correct any damage caused by such prohibited act and to enter the Premises as appropriate in connection therewith, and the amount of the expense thereof, if made or done so by Landlord, with interest thereon at the Interest Rate (as hereinafter defined) from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop the Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled.

24. **SUBORDINATION, NON-DISTURBANCE & ATTORNMEN**. This Lease is subject and subordinate to any mortgage or deed of trust that may now or hereafter encumber the Premises or any part thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee or beneficiary; provided that any such mortgagee or beneficiary may elect to make this Lease superior to such mortgage or deed of trust by written instrument delivered to Tenant. In confirmation of such subordination and upon Landlord's request, Tenant shall, within fifteen (15) days after Landlord's request, execute any certificate or instrument evidencing such subordination, which agreement shall contain a non-disturbance covenant consistent with that which is contained herein. In the event of the enforcement by the mortgagee or beneficiary under any such mortgage or deed or trust or the remedies provided for by law or in such document, Tenant will, at the option of any person or entity succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor in interest without change in the terms or other provisions of this Lease; provided, however, that such successor in interest shall not be bound by the following: (a) Any payment of rent or additional rent for more than one (1) month in advance, except advance rental payments expressly provided for in this Lease; (b) Any modification of this Lease made without the written consent of such mortgagee or beneficiary or such successor in interest; (c) Liable for any act or omission of Landlord; or (d) Subject to any offset or defense arising prior to the date such successor in interest acquired title to the Premises. Upon request by any mortgagee or beneficiary, Tenant shall execute and deliver an instrument or instruments confirming the attornment provided for herein.

In accordance with, and subject to the provisions above, if the interests of Landlord shall be transferred to and owned by a Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and the Lender succeeds to the interest of the Landlord under the Lease, and provided that Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any renewal rights therefor in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

25. **ATTORNEYS' FEES**. If Landlord or Tenant defaults in the performance of any terms, covenants, agreements, or conditions contained in this Lease and the other party places the enforcement of this Lease or the collection of any rent due or to become due hereunder, or recovery of the possession of the Premises in the hands of any attorney, or files suit upon the same, the prevailing party agrees to pay the other party's reasonable attorneys' fees. In addition, if Tenant requests any consent or other action on the part of Landlord, in connection with which Landlord deems it necessary for any documents to be prepared or reviewed by its counsel, Tenant shall pay all reasonable attorneys' fees and expenses incurred by Landlord in such connection.

26. **NO IMPLIED WAIVER**. The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of or redress for any violation of any term, covenant, agreement, or condition contained in this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. A receipt by Landlord of any rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease shall be deemed to be other than on the account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the waiving party.

27. CASUALTY INSURANCE. Landlord shall maintain fire and extended coverage insurance (excluding hurricane and storm related casualties) on the Complex, including additions and improvements by Tenant. Such insurance shall be maintained with an insurance company authorized to do business in the State in which the Building is located, in amounts and with deductibles desired by Landlord at the expense of Landlord (as a part of the Operating Costs), and payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense, fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises and on all additions and improvements made by Tenant and not required to be insured by Landlord above. Tenant shall also maintain business interruption insurance covering the Premises. If the annual premiums to be paid by Landlord shall exceed the standard rates because Tenant's operations, contents of the Premises, or improvements with respect to the Premises beyond Building standard result in extra-hazardous exposure, Tenant shall pay the excess amount of the premium upon request therefor by Landlord.

28. LIABILITY INSURANCE. Tenant shall, at its expense, maintain a policy or policies of comprehensive general liability insurance, with coverages acceptable to Landlord, with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company with an A.M. Best Rating of at least A-XII and acceptable to Landlord, such insurance to afford minimum protection in limits of not less than \$1,000,000.00 Combined Single Limits of coverage for Personal Injury and Property Damage and \$1,000,000.00 Annual Aggregate. At least fifteen (15) days prior to Tenant's occupancy of the Leased Premises, Tenant shall deliver to Landlord a valid certificate of insurance issued to Landlord, effective as of the dates applicable under the terms of this Lease, which certificate of insurance shall include, without limitation: (a) Provisions requiring notice by the insurer to Landlord at least thirty (30) days in advance of any contemplated, intended or effective cancellation, nonrenewal, or material change or modification of coverage provisions or limits; and (b) A Waiver of Subrogation to the extent of Tenant's property insurance in favor of Landlord and agents, employees, servants, officers, directors, contractors, and subcontractors of Landlord, with respect to the insurance coverage and claims of Tenant. Tenant's commercial general policy shall name Landlord as an additional insured.

If Tenant fails to deliver to Landlord a valid certificate of insurance as required, Landlord shall be entitled to an immediate judicial injunction prohibiting Tenant from taking possession of the Premises or conducting business on the Premises. If Tenant is prohibited from taking possession of the Premises, Tenant agrees pay all rent due and owing to Landlord under this Lease in a timely manner.

Tenant may carry any insurance required by this Lease under a blanket policy or under a policy containing a self insured retention. Each policy shall provide that the insurer shall give to Landlord twenty (20) days written notice prior to any cancellation of the policy.

29. INDEMNITY. Landlord shall not be liable to Tenant or to its agents, servants, employees, customers, or invitees, for any claims, causes of action, losses, damages, expenses, court costs or attorneys' fees arising from any damage to person or property caused by, arising out of or related to any act, omission, or neglect of Tenant, its agents, servants, employees, customers, or invitees, or any breach of any covenant under this Lease. Tenant expressly agrees to indemnify and hold harmless Landlord from all liability and from all claims for any such damage. The indemnity set forth in this Section shall survive the termination of this Lease.

Tenant shall not be liable to Landlord or to its agents, servants, employees, customers, or invitees, for any claims, causes of action, losses, damages, expenses, court costs or attorneys' fees arising from any damage to person or property caused by, arising out of or related to any act, omission, or neglect of Landlord, its agents, servants, employees, customers, or invitees, or any breach of any covenant under this Lease. Landlord expressly agrees to indemnify and hold harmless Tenant from all liability and from all claims for any such damage. The indemnity set forth in this Section shall survive the termination of this Lease.

30. WAIVER OF SUBROGATION RIGHTS. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, any Leasehold Improvements, of which the Premises are a part, by reason of fire, the elements, or any other cause which is insured against under the terms of standard

fire and extended coverage insurance policies referred to in Paragraph 29 hereof or is otherwise insured against under an insurance policy maintained by the party suffering such loss or damage, regardless of cause or origin, including any negligence of the other party hereto and/or its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party. Each party hereto agrees to give immediately to any insurer that has issued to it policies of fire and extended coverage insurance written notice of the mutual waiver contained in this provision and to have such policies endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such mutual waiver.

31. CASUALTY DAMAGE. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. If the Premises shall be so damaged by fire or other casualty that (1) substantial alteration or reconstruction of the complex shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such fire or other casualty), (2) if any mortgagee or beneficiary under a mortgage or deed of trust covering the Premises should require that the insurance proceeds payable as a result of said fire or other casualty be used to retire the mortgage debt, (3) the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within one hundred eighty (180) days from the date of such damage Landlord or Tenant may, at its option, terminate this Lease and the term and estate hereby granted by notifying the other party in writing of such termination within sixty (60) days after the date such insurance proceeds are applied to such mortgage debt, in which event the Base Rent, but not the Additional Rent hereunder shall be abated as of the date of such damage. If Landlord does not thus elect to terminate this Lease, Landlord shall within one hundred eighty (180) days after the date of such damage commence to repair and restore the Premises and shall proceed with reasonable diligence to restore the Premises (except that Landlord shall not be responsible for delays outside its control) to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair, or replace any part of Tenant's furniture, furnishings or fixtures or equipment removable by Tenant under the provisions of this Lease, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Premises and installing Building standard items in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the fire or other casualty. If the restoration is not substantially completed within two hundred ten (210) days of such damage, it shall be optional with Tenant to terminate this Lease by written notice to Landlord. Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace alterations, additions, improvements, fixtures and equipment installed by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant an abatement of rent during the time and to the extent the Premises are unfit for occupancy. If the Premises is damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the rent hereunder shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds. Any insurance which may be carried by Landlord against loss or damage to the Premises shall be for the sole benefit of Landlord and shall be under Landlord's sole control.

32. CONDEMNATION. If the Premises shall be taken or condemned for public purpose: (1) to such extent as to render the Premises untenable in Landlord's reasonable discretion; (ii) Tenant determines, in its reasonable judgment, that after such taking adequate parking space will not be available near the Premises; (iii) there is any substantial impairment of ingress or egress from or to or visibility of the Premises; or (iv) all or any portion of the common areas shall be taken resulting in a material interference with the operations of or access to Tenant's business, then in any such event, this Lease shall, at the option of either party, cease and terminate as of the date of such taking or condemnation. Either party may exercise such option to terminate by written notice to the other party within fifteen (15) days after such taking or condemnation. All proceeds from any taking or condemnation of the Premises shall belong to and be paid to Landlord. Upon termination pursuant to this Paragraph, Tenant shall immediately vacate the Premises.

33. DAMAGES FROM CERTAIN CAUSES/FORCE MAJEURE. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable to Tenant

for any delay or for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, or neglect of Tenant or any of Tenant's employees or agents, or any other cause whatsoever beyond the control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of, or failure to repair, any part of the Premises necessitated by such causes.

34. NOTICE AND CURE. In the event of any act or omission by Landlord that would give Tenant the right to damages from Landlord or the right to termination of this Lease by reason of a constructive or actual eviction from all or part of the Premises or otherwise, Tenant shall not sue for such damages or exercise any such right to terminate until it shall have given written notice of such act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises, and thirty (30) days for remedying such act or omission shall have elapsed following the giving of such notice, during which time Landlord and such holder(s), or either of them, their agents or employees, shall be entitled to enter upon the Premises and do therein whatever may be necessary to remedy such act or omission. During the period after the giving of such notice and during the remedying of such act or omission, the Base Rent payable by Tenant for such period as provided in this Lease shall be abated and apportioned only to the extent that any part of the Premises shall be untenable.

35. PERSONAL LIABILITY. The liability of Landlord, any agent of Landlord, or any of their respective officers, directors, shareholders, or employees to Tenant for or in respect of any default by Landlord under the terms of this Lease or in respect of any other claim or Cause of action shall be limited to the interest of Landlord in the Premises or one million dollars (\$1,000,000.00), whichever is greater.

36. NOTICE. Any notice, communication, request, reply or advice (hereinafter collectively called "notice") provided for in this Lease must be in writing, and shall, unless otherwise expressly provided in this Lease, be given or be served by depositing the same in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to an officer of such party, or by consigning the same to a recognized overnight delivery service operating on a nationwide basis, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be effective, unless otherwise stated in this Lease, three (3) days after it is so deposited. Notice given in any other manner shall be effective upon delivery. A party hereto may change its address by providing fifteen (15) days written notice to the other party delivered in compliance with this paragraph. No such notice shall be effective until actually received by the other party and provided further that during the Lease Term any notice to Tenant shall be deemed duly given if delivered to Tenant at the Premises.

For Notice to Landlord:

Ted Glasrud Associates FL, LLC
759 SW Federal Highway
Suite 217
Stuart, FL 34994

For Notice to Tenant:

Dana Safety Supply, Inc.
Attn: Sidney Wells
561 Stevens Street
Jacksonville, FL 32254
E-Mail: swells@danasafetysupply.com

With Copy To:

Sodl & Ingram PLLC
Attn: Andrew M. Sodl
233 E Bay Street, Suite 1113
Jacksonville, Florida 32202
E-Mail: andrew.sodl@si-law.com
Fax: 904.347.2738

37. CAPTIONS. The captions and headings appearing in this Lease are solely for convenience and shall not be given any effect in construing this Lease.

38. ENTIRETY AND AMENDMENTS. This Lease embodies the entire contract between the parties hereto, relative to the subject matter hereof. Except as otherwise herein provided, no variations, modifications, changes, or amendments hereof shall be binding upon any party hereto unless in writing, executed by a duly authorized officer or agent of the particular party. Landlord and Tenant have fully negotiated the provisions of this Lease and, notwithstanding any rule or principle of law or equity to the contrary, no provision of the Lease shall be construed in favor of or against either party by virtue of the authorship thereof.

39. SEVERABILITY. If any term or provision of this Lease shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

40. SUCCESSORS AND ASSIGNS. All covenants and obligations contained within this Lease shall bind and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon Tenant, its permitted successors and assigns.

41. NUMBER AND GENDER OF WORDS. All personal pronouns used in this Lease shall include the other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

42. GOVERNING LAW. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida.

43. INTEREST RATE. All past-due rents or other sums payable by Tenant hereunder, and any sums advanced by Landlord for Tenant's account pursuant to applicable provisions hereof, shall bear interest from thirty (30) days after the date due or advanced until paid at the maximum lawful rate in effect at the time such payment was due or sum was advanced, or if there is no ascertainable maximum lawful rate then in effect, at a rate of fifteen percent (15%) per annum.

44. RESERVED RIGHTS. Without limiting in any way Landlord's right to promulgate rules and regulations, a right which Landlord shall have during the term of this Agreement, Landlord shall have the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, persons or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent:

a. To have and retain a paramount title to the Premises free and clear of any act of Tenant purporting to burden or encumber them.

b. To display a "For Lease" sign or other like signage on or about the Premises at any time and within the Premises six (6) months prior to the termination date of this Lease.

45. BROKERS. Tenant represents and warrants that Tenant has had no dealings with any broker other than Coldwell Banker Commercial AI Group, representing the Landlord and Cross Regions Real Estate, as representing the Tenant, in connection with the negotiation or execution of this Lease, and Tenant agrees to indemnify Landlord and hold Landlord harmless from any and all costs, expenses or liability for commissions or other compensation claimed by any broker or agent other than the parties named above with respect to this Lease.

46. TIME OF ESSENCE. Time is of the essence of this Lease and each and every provision of this Lease.

47. NO RESERVATION. Submission by Landlord of this instrument to Tenant for examination or signature does not constitute a reservation of or option for lease. This Lease will be as effective as a lease or otherwise only upon execution and delivery by both Landlord and Tenant.

48. LEGAL AUTHORITY. If Tenant is a corporation (including any form of professional association), then each individual executing or attesting this Lease on behalf of such corporation

covenants, warrants, and represents that he/she is duly authorized to execute or attest and deliver this Lease on behalf of such corporation. If Tenant is a partnership (general or limited), then each individual executing this Lease on behalf of the partnership hereby covenants, warrants and represents that he/she is duly authorized to execute and deliver this Lease on behalf of the partnership in accordance with the partnership agreement, or an amendment thereto, now in effect.

49. **RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. If it is determined by competent testing and governmental verification, that The Premises is unusable by Tenant for the Use stated herein, Landlord shall take necessary measures, at Landlord's sole cost, to cause said levels to decrease to that which will allow such usage. If Landlord fails to completely remedy the problem of excessive Radon levels within ninety (90) days of written notice of the governmental verification, unless said failure on the part of Landlord is caused by action or inaction by Tenant that impedes such progress, Tenant shall be entitled to Terminate this Lease Agreement.

49. **WAIVER OF JURY TRIAL.** Landlord and Tenant hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect to any litigation based hereon, arising out of, under or in connection with this lease or any documents contemplated to be executed in connection herewith or any course of conduct, course of dealings, oral or written statements, or actions of either party arising out of or related in any manner with the premises, including without limitation, any action to rescind or cancel this Lease or any claims or defenses asserting that this Lease was fraudulently induced or is otherwise void or voidable.

50. **PEACEFUL ENJOYMENT.** Tenant shall be entitled to hold and enjoy the Premises subject to the terms hereof, provided that Tenant timely pays the rent and other sums herein required to be paid by Tenant and timely performs all of Tenant's covenants and agreement contained herein.

51. **TENANT IMPROVEMENT ALLOWANCE.** Landlord will provide for Tenant's use an improvement allowance of \$150,000 which Tenant must use for improvements to the Building, which improvements shall first be approved by the Landlord. Tenant's expenditures for furnishings, business equipment or fixtures will not be reimbursed by Landlord. Funds will be dispersed by the Landlord to Tenant upon receipt of proof of payment and lien waivers to Tenant's contractor by Tenant for the work performed. Improvements made by Tenant under this reimbursement agreement must be completed by June 30, 2022. Any unused funds shall be retained by the Landlord.

52. **CITY OF DELAND CONSENT.** The effectiveness of this Lease Agreement is subject to Landlord and Tenant receiving the City of Deland's approval of the Consent to Sublease in the form as attached hereto as Exhibit E.

53. **EXHIBITS, RIDERS AND ADDENDA.** Exhibits A, B, C, D and E or any other exhibits, riders and addenda attached hereto are incorporated herein by reference and made a part of this Lease for all purposes.

54. **TENANT EXTENSION OPTIONS.** Landlord hereby grants to Tenant options to renew this Lease for two (2) separate and successive terms of five (5) years each (each an "**Option Term**" and collectively, the "**Option Terms**", and together with the Term, collectively the "**Term**"). Any option for an Option Term under this Lease must be exercised by delivery to Landlord of written notice of Tenant's intention to exercise each such option ("**Tenant's Exercise**") given at least six (6) months prior to the expiration of the Term or the expiring Option Term of the Lease, as applicable. Tenant's right to exercise such renewal options is expressly conditioned upon there being no Default by Tenant under this Lease. During any Option Term, Tenant shall lease the Property on an "AS IS, WHERE IS" basis without any requirement or obligation for any tenant improvements or other work to be performed by Landlord, or any other tenant concessions.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in multiple original counterparts as of the date and year first above written.

LANDLORD:

Ted Glasrud Associates FL, LLC, a Florida limited liability company

By Glasrud Management, Inc. its Agent



Theodore G. Glasrud, President

TENANT:

Dana Safety Supply, Inc., a Florida corporation

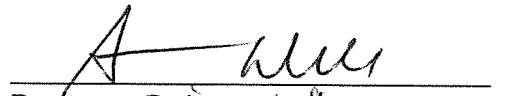
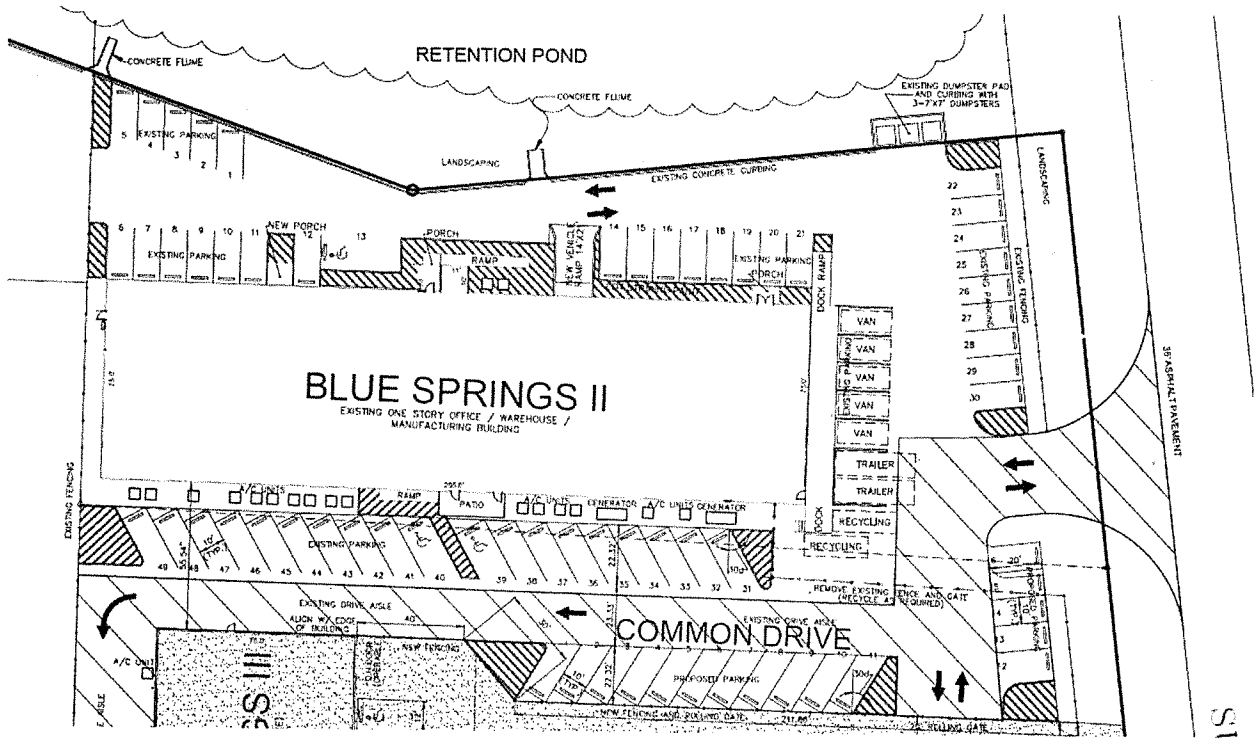

By: Sidney Wells
Its: Regional General Manager

EXHIBIT A
LEGAL DESCRIPTION

The part of the DeLand Municipal Airport lying in Section 34, Township 16 south, Range 30 East, Volusia County, Florida, described as follows: Commencing at a point on the North edge of Runway 8-26 that is South 85°53'17" West a distance of 1732.0 feet from the centerline of Runway 18-36, said point being North 02°04'45" West a distance of 3054.58 feet from the Southwest corner of said Section 34, said point being the Southwest corner of the Airport lands originally leased by Aluma Shield Industries, Inc., run thence South 06°06'43" East a distance of 225.0 feet to the South line of Summerhill Drive; thence North 83°53'17" East along said south line a distance of 190.00 feet to the westerly line of Industrial Drive; thence South 01°34'46" West along said westerly line a distance of 411.86 feet; thence North 88°25'14" West a distance of 198.12 feet; thence North 01°34'46" East a distance of 115.00 feet; thence North 26°13'05" East a distance of 23.58 feet; thence North 01°34'46" East a distance of 250.00 feet to the point of beginning.

EXHIBIT B

SITE PLAN



51

EXHIBIT C

FLOOR PLAN

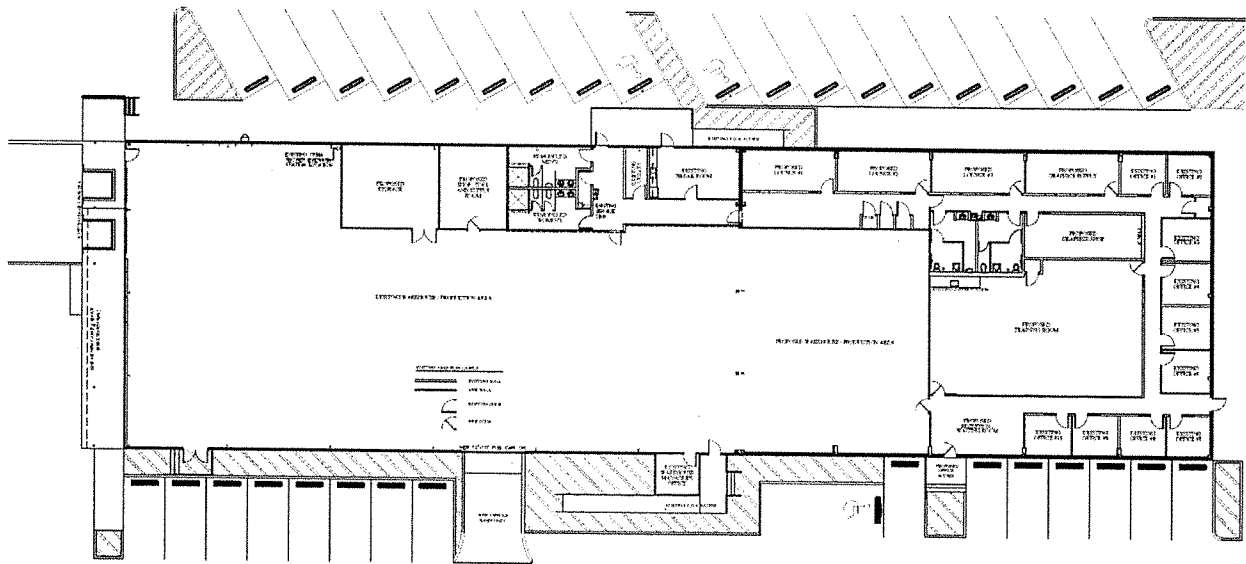


EXHIBIT D

LAND LEASE

(TO BE INSERTED)

EXHIBIT E

CONSENT TO SUBLEASE

THIS **CONSENT TO SUBLEASE** (Consent) is entered into as of this ____ day of _____, 202__, by and among CITY OF DELAND, a Florida municipal corporation, (MASTER LANDLORD), Ted Glasrud Associates FL, LLC., a Florida corporation, (SUBLANDLORD), and DANA SAFETY SUPPLY, INC., a Florida corporation, (SUBTENANT).

WHEREAS, SUBLANDLORD is presently leasing property from MASTER LANDLORD pursuant to a Ground Lease Agreement dated January 20, 2000, between MASTER LANDLORD and West Volusia Truss Connection, a Florida corporation (ORIGINAL TENANT) which the ORIGINAL TENANT assigned to SUBLANDLORD by Assignment of Lease dated the 6th day of January, 2022, the aforementioned Ground Lease Agreement as assigned, is hereinafter collectively referred to as the MASTER LEASE and the property leased pursuant to the MASTER LEASE is referred to as the Master Lease Property; and,

WHEREAS, SUBTENANT desires to sublease the Premises from SUBLANDLORD pursuant to the West Volusia Truss Building Lease Agreement to which this **CONSENT TO SUBLEASE** is attached (the SubLease); and

WHEREAS, SUBLANDLORD and SUBTENANT desire that MASTER LANDLORD consent to the SubLease as required pursuant to Section 22 of the Master Lease, and MASTER LANDLORD is willing to consent to the SubLease on the terms and conditions set forth in this Consent to Sublease.

NOW THEREFORE, based upon the foregoing mutual premises, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, it is agreed as follows:

1. That the above recitals are true and correct and are Incorporated herein by reference.
2. MASTER LANDLORD does hereby consent to the SubLease as required pursuant to the terms and provisions of Section 22 of the Master Lease.
3. SUBLANDLORD acknowledges and agrees that SUBLANDLORD shall not be released from, and shall continue to be bound pursuant to and in accordance with, all terms and conditions of the Master Lease notwithstanding in any manner whatsoever the MASTER LANDLORD's consent to the SubLease.
4. SUBTENANT acknowledges that SUBTENANT and MASTER LANDLORD are not contractually **bound to one another in any manner except as expressly set forth in this CONSENT TO SUBLEASE**.
5. In the event an Event of Default occurs under any of the terms and provisions of the Master Lease, MASTER LANDLORD shall receive directly from SUBTENANT all sums due or payable to SUBLANDLORD from SUBTENANT pursuant to the SubLease upon receipt of a written notice from MASTER LANDLORD referencing this paragraph, and SUBTENANT shall thereafter pay to MASTER LANDLORD any and all sums becoming due or payable under the SubLease. SUBLANDLORD shall receive from MASTER LANDLORD a corresponding credit for such sums against any payments then due or thereafter becoming due from SUBLANDLORD. Neither the giving of such written notice to SUBTENANT nor the receipt of such direct payments from SUBTENANT shall cause MASTER LANDLORD to assume any of SUBLANDLORD's duties, obligations and/or liabilities under the SubLease and shall not in any manner whatsoever cause the SUBLANDLORD not to be in default and/or cure in any manner whatsoever any Event of Default by the SUBLANDLORD pursuant to the

Master Lease, constitute a waiver by or on behalf of the MASTER LANDLORD of such Event of Default and/or prohibit, preclude, and/or estop the MASTER LANDLORD from pursuing any and all remedies available to the MASTER LANDLORD upon the occurrence of an Event of Default under or pursuant to the Master Lease.

6. Provided the SUBTENANT complies with the provision of Paragraph 5 above:
 - a. The SUBTENANTS possession of the Premises pursuant to the SubLease and under the Master Lease shall not be disturbed by the MASTER LANDLORD as a result of or in the exercise of any of the rights of the MASTER LANDLORD against the SUBLANDLORD pursuant to the Master Lease;
 - b. MASTER LANDLORD shall not join the SUBTENANT as a party defendant in any action or proceeding for the purpose of terminating SUBLANDLORD'S possession of the Premises pursuant to the SubLease and under the Master Lease during the term of the Master Lease;
 - c. Upon the effective date of any such termination of the Master Lease, MASTER LANDLORD shall be deemed to have assumed all of the obligations of the SUBLANDLORD pursuant to the SubLease, but MASTER LANDLORD shall not (i) be liable for any prepayment of more than one months rent or any security deposit paid by SUBTENANT; (ii) be liable for any previous act or omission of the SUBLANDLORD under the SubLease or for any other defaults of SUBLANDLORD under the SubLease; (iii) be subject to any defenses or offsets previously accrued which SUBTENANT may have against SUBLANDLORD; or (iv) be bound by any changes or modifications made to the SubLease without the written consent of MASTER LANDLORD. SUBTENANT shall attorn to the MASTER LANDLORD pursuant to the SubLease, and SUBTENANT shall execute and deliver at any time and from time to time, upon the request of the MASTER LANDLORD any instrument or certificate, in form and substance reasonably acceptable to the MASTER LANDLORD, which may be reasonably necessary or appropriate to evidence such attornment by the SUBTENANT and assumption by the MASTER LANDLORD (as SUBLANDLORD) of the terms and conditions of the SubLease.
7. In no event whatsoever shall any terms and/or conditions of the Master Lease be amended, modified, altered, and/or changed in any manner whatsoever without the express written consent of the MASTER LANDLORD, SUBLANDLORD, and SUBTENANT, except that in the event any of such parties should be in default pursuant to the appropriate governing instrument, then, in that event, the consent of such defaulting party shall not be required, provided that no amendment, modification or termination shall increase the responsibilities and/or duties of the non-consenting party.
8. **Counterparts and Facsimile Execution and Delivery.** This Consent may be executed in any number of counter parts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The execution and delivery of this **CONSENT TO SUBLEASE** by any or all parties hereto by facsimile transmission shall be deemed the valid and binding execution and delivery of this **CONSENT TO SUBLEASE** by any such party(ies) hereto and shall be considered for all purposes as original.
9. **Modification of Termination.** This Consent may only be modified or terminated by a written instrument or instruments executed by the party against which enforcement of the modification or termination is asserted. Any alleged

modification or termination which is not so documented shall not be effective as to any party.

10. **Negation of Partnership.** Nothing contained in this Consent is intended to create any partnership, joint venture or association between the parties hereto or in any way make any party a co-principal with the other parties with reference to the property or the agreements referenced herein and any inferences to the contrary are hereby expressly negated.
11. **Governing Law.** The terms and provisions of this Consent shall be governed by the laws of the State of Florida (without regard to the conflict of laws rules of such State) and to applicable federal law.
12. **Purpose.** The Master Lease is hereby amended insofar as the Purposes Clause shall allow the use allowed in the SubLease in that the Premises shall be used and occupied by Subtenant solely for office, warehouse, distribution and storage of lumber and related products and for no other purpose or use without the prior written consent of Master Landlord, which consent shall not be unreasonably withheld.
13. **Entire Agreement.** This Consent constitutes the entire understanding and agreement between the parties hereto with respect to the transactions referenced herein and supersedes all prior written or oral understandings and agreements between the parties hereto with respect thereto, except that (1) MASTER LANDLORD and SUBLANDLORD are parties to the Master Lease, and (2) SUBLANDLORD and SUBTENANT are parties to the SubLease.

(the remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Consent as of the date set forth above.

Signed, Sealed and delivered in the presence of:

Witness

Witness

CITY OF DELAND, a Florida
municipal corporation,
MASTER LANDLORD

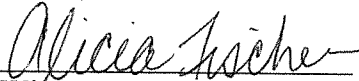
By: _____

Attest: _____

Signed, Sealed and delivered in the presence of:

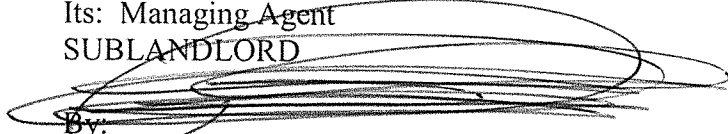


Witness



Witness

Ted Glasrud Associates FL, LLC
a Florida limited liability company,
By: Glasrud Management, Inc.
Its: Managing Agent
SUBLANDLORD


By: _____

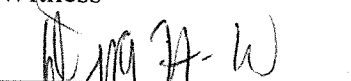
Name: Theodore G. Glasrud

Title: President

Signed, Sealed and delivered in the presence of:

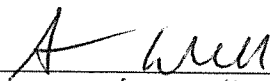


Witness



Witness

Dana Safety Supply, Inc.
a Florida corporation,
SUBTENANT

By:  _____

Name: Sidney Wells

Title: Regional General Manager

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Resolution Approving Sole Source Provider of Land Management Permitting Software.

DEPARTMENT: Information Technology

PREPARED BY: Hope Armstrong, IT Admin

ATTACHMENTS: Resolution, Accela Invoices, Accela Sole Source

APPROVED BY: Michael Pleus, City Manager, February 16, 2022

SUMMARY/HIGHLIGHT:

Accela is the sole source provider and maintenance support for the Land Management Permitting software modules they have developed. The software has been used in Community Development since 2017.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The total cost for FY 21/22 is \$136,307, due in May 2022. The cost is for 63 licenses. In 2017, the contract amounts were based on 43 subscriptions. Since 2017, an additional 20 licenses have been added, 10 in 2020 and 10 in 2022. The total of the 5 year annual subscription contract is \$465,581. The breakout by year is as follows:

FY 20/21 - \$87,694

FY 21/22 - \$90,325

FY 22/23 - \$93,035

FY 23/24 - \$95,826

FY 24/25 - \$98,701

The FY 21/22 breakout is as follows: \$93,035 (from above) and \$43,272 (20 X \$2,163.60 per license)

The FY 21/22 Budget are funds for the subscription cost in the amount of \$126,788. However, due to price increases and additional licenses needed, additional funding of \$9,520 is needed, which can be funded from the Building Fund reserves.

RECOMMENDATION:

Staff recommends the City Commission approve the attached Accela Subscription.

BACKGROUND/DISCUSSION:

The City Commission approved a 5 year Sole Source Agreement with Accela in April 2017 for a cloud-based land management software solution for automating the permit process for Community Development.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF LAND MANAGEMENT PERMITTING SOFTWARE FROM ACCELA; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Accela, has provided previous applications to the City of DeLand with a satisfactory history of performance; and

WHEREAS, Accela is the sole source provider of technical support and maintenance for all Accela software products licensed by the City of DeLand; and

WHEREAS, the Information Technology (I.T.) Director has informed the City Commission that Accela is the sole source provider of the software modules for the Land Management Permitting software.

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

Section 1. The Commission hereby authorizes the sole source purchase of Land Management Permitting Software from Accella.

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

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

PASSED AND DULY ADOPTED this 21st day of February, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-22025
Valid Through: 4/1/2022
Currency: USD

Quote

Address Information

Bill To:

City of DeLand, FL
120 South Florida Ave.
DeLand, Florida 32720
United States

Ship To:

City of DeLand, FL
120 South Florida Ave.
DeLand, Florida 32720
United States

Billing Name: Greg Whidden
Billing Phone: 3866267088
Billing Email: whiddeng@deland.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 2	5/9/2021	5/8/2022	12	\$2,100.58	43	\$90,325.03
Accela Citizen Access - Subscription Population	Year 2	5/9/2021	5/8/2022	12	\$0.00	1	\$0.00
TOTAL:							\$90,325.03

(Services)	(Year)	(Start Date)	(End Date)	(Term (Months))	(Price)	(Qty)	(Net Total)
(Accela Civic Platform - Subscription User)	(Year 3)	(5/9/2022)	(5/8/2023)	(12)	(\$2,163.60)	(53)	(\$114,670.75)
(Accela Citizen Access - Subscription Population)	(Year 3)	(5/9/2022)	(5/8/2023)	(12)	(\$0.00)	(1)	(\$0.00)
TOTAL:							(\$114,670.75)

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 4	5/9/2023	5/8/2024	12	\$2,228.51	53	\$118,110.87

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population	Year 4	5/9/2023	5/8/2024	12	\$0.00	1	\$0.00
TOTAL:							\$118,110.87

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform - Subscription User	Year 5	5/9/2024	5/8/2025	12	\$2,295.36	53	\$121,654.19
Accela Citizen Access - Subscription Population	Year 5	5/9/2024	5/8/2025	12	\$0.00	1	\$0.00
TOTAL:							\$121,654.19

Pricing Summary

Period	Net Total
Year 2	\$ 90,325.03
Year 3	\$ 114,670.75
Year 4	\$ 118,110.87
Year 5	\$ 121,654.19
Total	\$ 444,760.84



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Jeffrey Reese
Contact Phone: (941) 628-1495
Contact Email: jreese@accela.com
Quote ID: Q-25495
Valid Through: 2/3/2022
Currency: USD

Order Form

Address Information

Bill To:

City of DeLand, FL
120 South Florida Ave.
DeLand, Florida 32720
United States

Ship To:

City of DeLand, FL
120 South Florida Ave.
DeLand, Florida 32720
United States

Billing Name: Greg Whidden
Billing Phone: 3866267088
Billing Email: whiddeng@deland.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform Silver - Subscription User	Year 1	2/1/2022	5/8/2022	3	\$2,100.58	10	\$5,711.85
TOTAL:							\$5,711.85

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform Silver - Subscription User	Year 2	5/9/2022	5/8/2023	12	\$2,163.60	10	\$21,635.97
TOTAL:							\$21,635.97

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform Silver - Subscription User	Year 3	5/9/2023	5/8/2024	12	\$2,228.51	10	\$22,285.05
TOTAL:							\$22,285.05

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Civic Platform Silver - Subscription User	Year 4	5/9/2024	5/8/2025	12	\$2,295.36	10	\$22,953.60
TOTAL:							\$22,953.60

Pricing Summary

Period	Net Total
Year 1	\$ 5,711.85
Year 2	\$ 21,635.97
Year 3	\$ 22,285.05
Year 4	\$ 22,953.60
Total	\$ 72,586.47

Additional Terms:

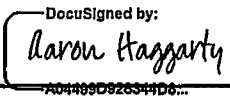
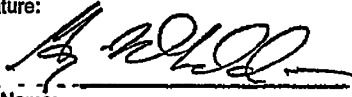
1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.

2. This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-termining with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

Signatures	
Accela, Inc.	Customer
Signature: 	Signature: 
Print Name: Aaron Haggarty	Print Name: Greg Whidden
Title: Chief Legal Officer	Title: IT Director
Date: 1/14/2022	Date: 1/11/22



1/20/2022

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

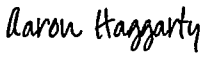
Re: Sole Source Status

To Whom it May Concern:

Please allow me to offer the following information to clarify the source status of Accela, Inc.'s ("Accela") products and services. Accela, as owner and software manufacturer of Accela software products and services, is the sole source provider of technical support and maintenance for all Accela software products and services licensed to City of DeLand, FL including Accela Civic Platform and Accela Citizen Access. No third-party vendor, company, or entity is authorized to develop new features for, provide development services for, or to maintain these products and services.

If you have any questions or concerns, please contact Madina Sharifi via email at msharifi@accela.com.

Sincerely,

DocuSigned by:

A04499D928344D8...
Aaron Haggarty

Chief Legal Officer
Secretary

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Resolution Approving City Works Enterprise Annual Sole Source License Agreement.

DEPARTMENT: Information Technology

PREPARED BY: Hope Armstrong, IT Admin

ATTACHMENTS: Resolution , Cityworks Quote, CityWorks Sole Source

APPROVED BY: Michael Pleus, City Manager, February 16, 2022

SUMMARY/HIGHLIGHT:

The City Commission approved a four-year agreement with Cityworks Asset Management System in February 2017. This agreement expired in May 2021 and can be renewed on an annual basis thereafter. Cityworks is the Sole Source Provider of the Cityworks license and maintenance services. The Cityworks Asset Management System is used to manage City Assets and work orders in Public Works and Utilities and integrates into ArcGis. In 2020 the Commission approved an Enterprise version which interfaces with our Utilities work order system and our water and pipe inspection camera system, which allows for automation of mapping and scheduling of maintenance.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The annual license cost of \$63,000 for the Cityworks Enterprise Management System which is included in the FY 21-22 Budget.

RECOMMENDATION:

It is recommended the City Commission approve the annual cost of Cityworks Enterprise annual license agreement.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING A SOLE SOURCE PURCHASE OF LICENSE AND
MAINTENANCE SERVICES FROM AZTECA SYSTEMS, LLC –
CITYWORKS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Azteca Systems, LLC is the sole source provider of Cityworks license and maintenance services; and

WHEREAS, Cityworks Asset Management System is used to manage City assets and work orders in Public Works and Utilities Departments, as well as integrates into ArcGIS; and

WHEREAS, the IT Director has informed the City Commission that, to the best of his knowledge, there are no other vendors where the licenses and maintenance service can be purchased.

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

Section 1. The City Commission hereby authorizes the sole source purchase of license and maintenance services from Azteca Systems, LLC – Cityworks.

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

PASSED AND DULY ADOPTED this 21st day of February, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Contact Information

Contact Name:	Kaitlyn Fischetti	Prepared By Name:	Jenn Miya
Customer:	Deland (FL), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	120 South Florida Ave. DeLand, FL 32720-5422	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
Server AMS Premium ELA	1.00	USD 63,000.00
CCTV Interface for PACP ELA License	1.00	USD 0.00
Contracts ELA License	1.00	USD 0.00
Cityworks for Excel ELA License	1.00	USD 0.00
Equipment Checkout ELA License	1.00	USD 0.00
eURL ELA License	1.00	USD 0.00
MicroPaver Interface ELA License	1.00	USD 0.00
Storeroom ELA License	1.00	USD 0.00
AMS Native Mobile Apps ELA License	1.00	USD 0.00
AMS Respond ELA License	1.00	USD 0.00
Cityworks Analytics for AMS	1.00	USD 0.00
Workload	1.00	USD 0.00
Web Hooks	1.00	USD 0.00
Performance Budgeting	1.00	USD 0.00
Operational Insights	1.00	USD 0.00
Citizen Engagement API	1.00	USD 0.00
Inspection API Solution	1.00	USD 0.00
Metrics API Solution	1.00	USD 0.00
Service Request API	1.00	USD 0.00
Storeroom API Solution	1.00	USD 0.00
Work Order API - Basic	1.00	USD 0.00
Work Order API - Extended	1.00	USD 0.00
TOTAL:		USD 63,000.00

Notes

Year 1 Dollar Value	USD 63,000.00	Year 1 Date Range	5/15/2022 - 5/14/2023
Year 2 Dollar Value		Year 2 Date Range	
Year 3 Dollar Value		Year 3 Date Range	

Maintenance Start Date: 5/15/2022 Maintenance End Date: 5/14/2023

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms

Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

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These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

____/____/____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734



January 19, 2022

City of DeLand, Florida
Attn: IT Department
120 South Florida Ave.
DeLand FL 32720-5422

Re: Cityworks Sole Source Letter – City of DeLand, FL

This letter is to confirm that Cityworks® Software is a sole source product, designed, created, and owned exclusively by Azteca Systems, LLC. Azteca Systems is the sole creator and owner of the Cityworks software including the Copyrights and Trademarks for Cityworks® and Empowering GIS® in the United States and elsewhere. Within the United States of America, Azteca Systems, LLC is the sole source provider of the Cityworks license and maintenance services. The product may be purchased only directly from Azteca Systems or through authorized parties.

Should you have any further questions please contact me at (801) 523-2751 or if you prefer email at phristou@cityworks.com.

Sincerely,

A handwritten signature in black ink that reads "Peter S. Hristou".

Peter S. Hristou, CFO
Azteca Systems, LLC

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Resolution Approving Stetson Pole Banners on North Woodland Boulevard.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Resolution, Stetson-Location Map, Pole Banner Rendering 1 , Pole Banner Rendering 2, Pole Banner Woodland Blvd Locations-ADA

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

Stetson University has requested permission to install pole banners along North Woodland Boulevard adjacent to their campus. This area would cover 20 locations spanning both sides of the road from Pennsylvania Avenue south to Michigan Avenue. Stetson University would be responsible for the installation and permitting required by FDOT for the proposed locations.

The FDOT permitting process requires the local agency (City of DeLand) to sign off and approve the locations and design in conjunction with their own.

Proposed renderings have been prepared by Stetson staff for review.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There will be no fiscal impact.

RECOMMENDATION:

It is recommended the City Commission approve Stetson University's proposal to install and maintain 20 pole banners along N Woodland Blvd. from Pennsylvania Ave. south to Michigan Ave.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
ALLOWING STETSON UNIVERSITY TO INSTALL POLE BANNERS
LOCATED ALONG NORTH WOODLAND BOULEVARD; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Stetson University is requesting to install pole banners located along North Woodland Boulevard primarily in the campus district; and

WHEREAS, Stetson University will be responsible for the installation and permitting required for the proposed locations; and

WHEREAS, as part of the permitting process, FDOT requires Stetson University to obtain approval of the proposed locations and design from the City of DeLand.

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

Section 1. The City Commission hereby approves the request from Stetson University to install pole banners located along North Woodland Boulevard.

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

PASSED AND ADOPTED this 21st day of February, 2022.

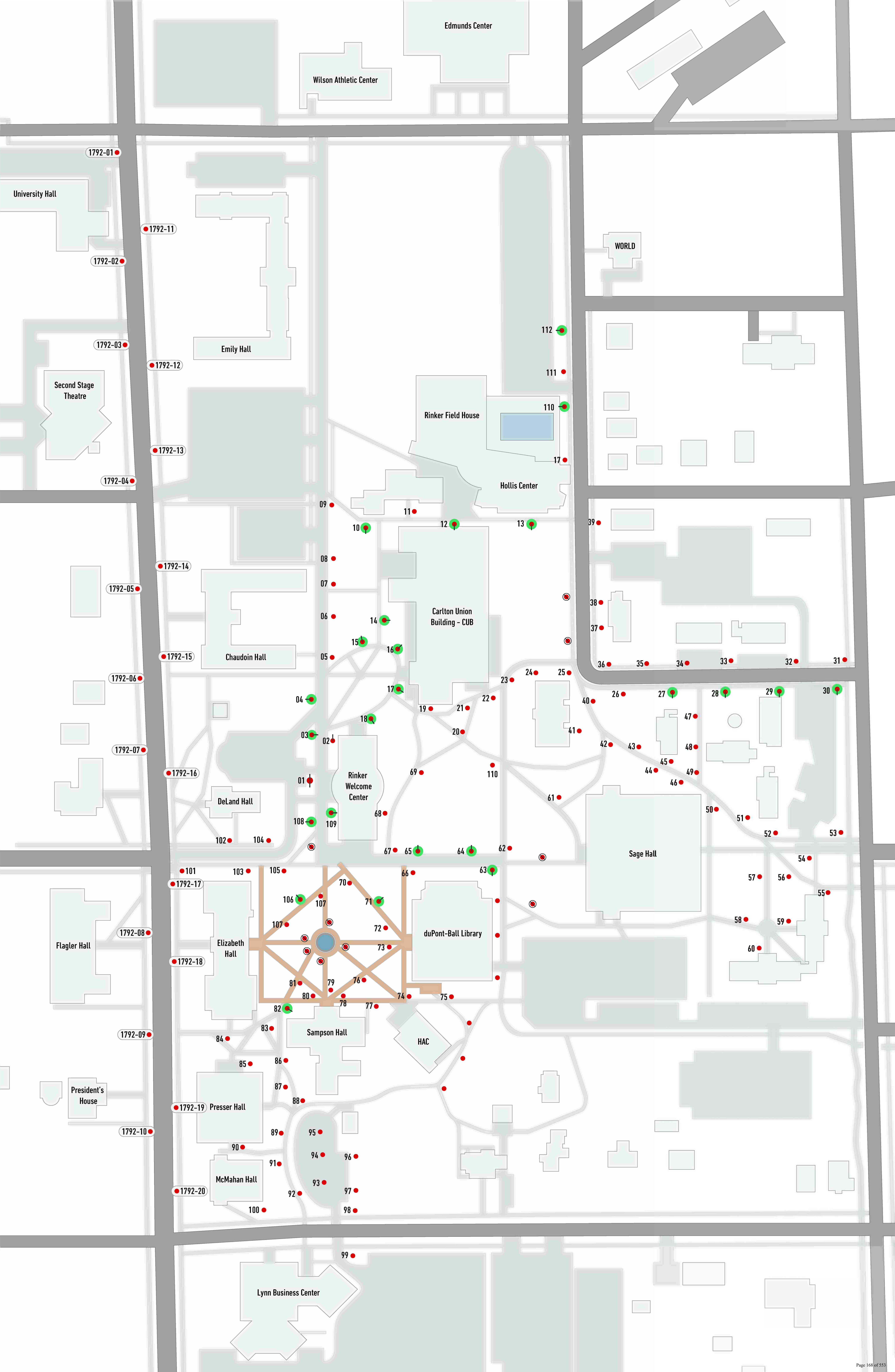
Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney





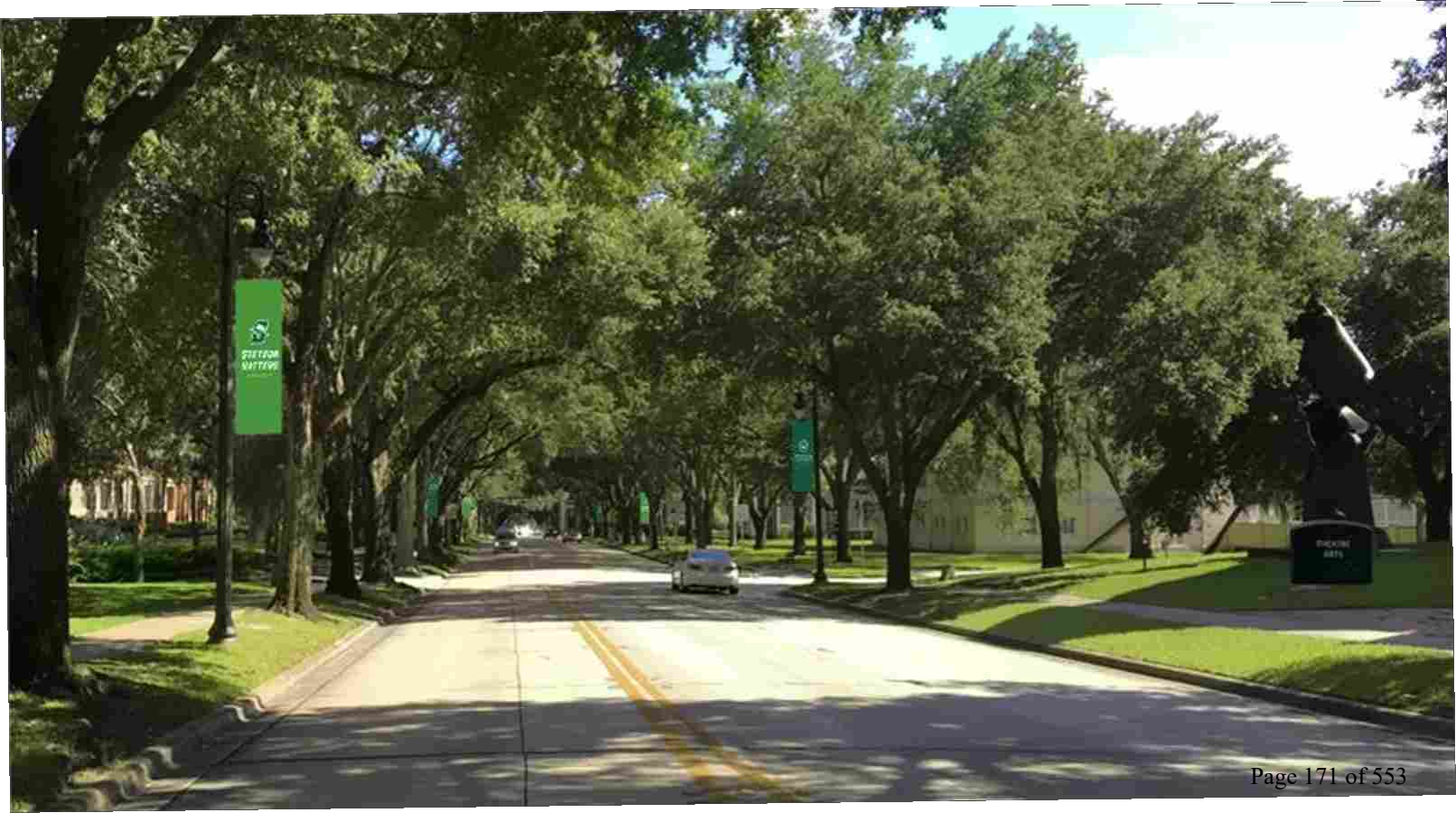
STETSON UNIVERSITY

Since 1883 // stetson.edu



STETSON HATTERS

Since 1883 // GoHatters.com



CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Resolution Approving Sole Source Purchase of MTT Series Trailer.

DEPARTMENT: Utilities

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

ATTACHMENTS: Resolution , Fuel Trailer Quote 6296, Sole Source Letter Fuel Trailer

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The Utilities Department currently maintains over eighty generators at lift stations, water plants, city facilities and the airport. In addition, we have auxiliary bypass pumps and generators that we keep on standby in the sheds. This trailer will be used to maintain those units in several ways. It has a multiple fuel tanks that can be used for fueling during an emergency situation and meets FDOT standards for roadway use. It also has the ability to pump out a tank and filter it to remove any bacteria growth from old fuel sitting for to long. This bacterium if allowed to grow, will clog the fuel filter and shut it down during a critical event.

This unit also has a solar power battery maintainer and a compressor generator that will provide air and electric if needed on site for maintenance. Staff has attempted to find more than one vendor to receive a quote, but all sources just referred us back to this proposed vendor. In the past, if available, we have been able to get a local fuel company to pump out a tank and filter it and place the fuel back into the machine. However, they are not available during a crisis and with this trailer we can be more quickly restore and placed back into service a unit.

Therefore, a quote for the MTT Fuel Trailer was obtained from Thunder Creek Equipment, which is a division of LDJ Manufacturing Inc. A sole source letter was obtained to show that they are the only known producer of this type of trailer. Attached are the quote, sole source letter, and resolution for your approval.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Maintain Facilities

FISCAL IMPACT:

The cost to purchase this trailer is \$43,228.96 plus \$3,500.00 for shipping for a total of \$46,728.96. Budgeted funds of \$44,649.00 are in the 21/22 fiscal year budget for the estimated cost of this MTT Fuel Trailer purchase. Additional funding of \$2,079.96 is available from Water and Sewer Fund Reserves. This will be included on a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Sole Source Resolution to purchase the MTT Fuel Trailer in the amount of \$46,728.96, subject to the attached documents.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF AN MTT FUEL TRAILER, FROM LDJ MANUFACTURING, INC., THE SOLE DISTRIBUTOR OF THUNDER CREEK PRODUCTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that there is a legitimate need to purchase the MTT Fuel Trailer from LDJ Manufacturing Inc., to properly fuel and maintain the many diesel equipped generators and pumps that are installed around the City; and

WHEREAS, the Utilities Director has informed the City Commission that, to the best of his knowledge, there are no other suppliers of the MTT Fuel Trailer and that LDJ Manufacturing Inc., is the only authorized distributor of this Thunder Creek product.

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

Section 1. The City Commission of the City of DeLand hereby authorizes the sole source purchase of an MTT Fuel Trailer from LDJ Manufacturing, Inc., the sole distributor of Thunder Creek Products and that the purchase of this item from any other vendor is not feasible and that these findings support a sole source purchase without competitive bidding.

Section 2. The City Commission hereby authorizes the execution of the purchase order to LDJ Manufacturing, Inc., for the MTT Fuel Trailer, sold by Thunder Creek Equipment.

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

PASSED AND DULY ADOPTED this 21st day of February, 2022.

Robert F. Apgar
Mayor – Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Thunder Creek Product Quote

Thunder Creek Equipment is a division of LDJ Manufacturing Inc. Pella, Iowa



City of Deland
Mr. James Levi
Deland, Florida
United States

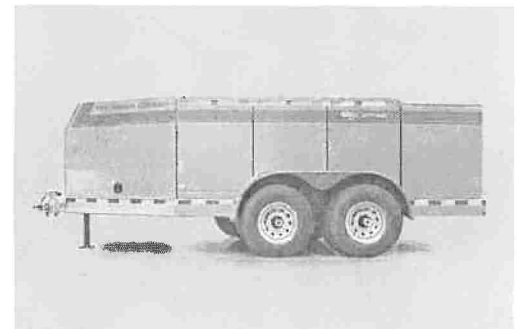
Quotation no.: 6296
Date: 2022-01-18

Product Configuration

MTT690

Product SKU: TCO690M-G3

Item		SKU	Price
Base Price			\$ 23,715.00
MTT Fuel Pump	12V Fuel Pump	TCO331	
Fuel Reel	50' Fuel Reel Upgrade - G3	TCO340	\$ 535.00
Electric Valve Manifold	Electric Valve Manifold	TCO352	\$ 1,280.00
Analog Fuel Meter & Swivel	Analog Fuel Meter	TCO313	\$ 740.00
2 Stage Filter System	2 Stage Filter System (10 Micron+4 Micron)	TCO309	\$ 318.00
Solar Battery Maintainer	Solar Battery Maintainer	TCO702	\$ 325.00
DEF System	100 Gallon DEF Tank, Pump & 35' Reel	TCO903	\$ 6,205.00
DEF System Reel	50' DEF Hose Reel	TCO306	\$ 535.00
Digital DEF Meter	Digital DEF Meter and Swivel	TCO314	\$ 400.00
Rear Utility Box - G3	Rear Utility Box	TCO113	\$ 4,340.00
Comp/Gen & 50' Air/Elec Reel	Comp+Gen with 50' Air/Elec Combo Reel	TCO962	\$ 6,095.00



Page 1 of 2

Thunder Creek Equipment
1833 Hwy 163
Pella, Iowa 50219
United States

Email: orders@thundercreek.com
Website: Sales.ThunderCreek.com
Phone: 866-535-7667
Fax: 641-620-8302

Legal Venue:

LDJ Manufacturing Inc.

Thunder Creek Product Quote

Thunder Creek Equipment is a division of LDJ Manufacturing Inc. Pella, Iowa



Item		SKU	Price
Trailer Tires & Rims	14-Ply, ST235/85R16 Tires & Steel Rims	TCO530	\$ 1,170.00
Paint Color	Gray Paint Color	TCO202-GY	
Trailer Jack	Electric/Hydraulic Jack	TCO502	\$ 1,330.00
Dealership Name & Location	James Levi		
Shipping Option	LDJ Ship		
Order Type	Retail Order		
Discount	Discount		\$ -3,759.04
Freight	Freight TBD		
Total			\$ 43,228.96

Summary

Item	Price
1 x MTT690 (excl. 0% tax)	\$ 43,228.96
Invoiced Upon Completion	\$ 43,228.96
Quoted Price Valid For 30 Days	

Page 2 of 2

Thunder Creek Equipment
1833 Hwy 163
Pella, Iowa 50219
United States

Email: orders@thundercreek.com
Website: Sales.ThunderCreek.com
Phone: 866-535-7667
Fax: 641-620-8302

Legal Venue:

LDJ Manufacturing Inc.



January 19, 2022

City of DeLand
1101 S Amelia Ave
DeLand, FL 32720

C/O
James Levi
Utilities Superintendent

Mr. Levi,

To our knowledge, Thunder Creek Equipment is the first and only manufacturer commercially offering a solution to transport bulk quantities of diesel fuel and closed loop ISO Compliant DEF on a single mobile platform in a unique way so as not to require the operator obtain a HazMat endorsement when operating instructions and local laws are followed.

The MTT series trailers are equipped with an exclusive reversible motor DEF delivery pump with reversible flow path, a RSV coupler connection, and an ISO 2241 3:2008(E) compliant valve which are of great value to the marketplace. MTT series trailers are also built using an exclusive multi-featured trailer design which includes means to accommodate several different size tanks with sloped bottoms attached using a protected rail system and an assembled to order approach. As such, Thunder Creek is the sole source for a non-HazMat bulk fuel tender trailer that:

1. Is manufactured by an ASME certified tank manufacturer.
2. Allows for field installation of a patented closed loop ISO Compliant 100-gallon Diesel Exhaust Fluid system at any time during the trailer's life. See U.S. Patent 10,894,709 B2.
3. Is manufactured with a patented method of attaching sloped bottom tanks comprising of a rail system and a plurality of moveable crossmembers. See U.S. Patent 10,821,873.
4. Allows for field installation of a rear utility box to the trailer at any time during the trailer's life.
5. Allows for the transportation, dispensing, and of non-bulk packaging diesel fuel.

We appreciate your interest and look forward to doing business together.

A handwritten signature in black ink, appearing to read 'Larry Lea'.

Larry Lea
Vice President – Sales
LDJ Manufacturing, Inc.

THUNDER CREEK
1833 Highway 163, Pella, IA 50219
866.535.7667
ThunderCreek.com

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Consideration re Agreement for Professional Design Services Between Mead & Hunt and the City of DeLand for Wiley M. Nash Water Reclamation Facility Expansion & Upgrades.

DEPARTMENT: Engineering

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: DeLand WRF Mead Hunt Contract with Exhibits

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The FY 2021/2022 budget contained an appropriation to upgrade the City's existing Wiley M. Nash Water Reclamation Facility (WRF). The existing facility has a current design annual average daily flow (AADF) capacity of 6.0 MGD provided by three (3) 2.0 MGD 'carousel' process treatment units followed by filtration, high-level disinfection and effluent disposal via public access reclaimed water (PAR) and/or surface water discharge. This project will increase AADF capacity from 6.0 MGD to 8.0 MGD, with the potential for future flow increases up to 10.0 MGD. The new facility will provide advanced wastewater treatment (AWT) capability for compliance with the total maximum daily load (TMDL) requirements established for Blue Spring. These recommendations are in accordance to the WRF Clean Water State Revolving Fund Facility Plan dated June 8, 2021.

The City issued RFQ #22-01 requesting expressions of interest and statements of qualifications (RFQ) for an engineering consultant to perform the work detailed in the RFQ. A final ranking and a recommendation of award to Mead & Hunt Inc. was presented and approved by the Commission.

The City entered into contract negotiations and review of the submitted scope of services and subsequent fee proposal. Mead & Hunt have proposed a fee for the design of \$2,218,000 for the estimated \$30+ million worth of WRF improvements. Funds are budgeted and available in the Utility fund for the design of this historic project.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government, Increase Investment in Infrastructure, Preparing for the Future.

SUSTAINABILITY:

Energy efficient buildings and infrastructure, Natural resource protection and optimization.

FISCAL IMPACT:

The cost for professional services including design, permitting, CMAR/bidding assistance and funding assistance is \$2,218,000. The FY 21-22 approved budget for this is \$2,540,000 in the Water and Sewer Fund.

RECOMMENDATION:

Staff recommends that the City Commission authorize Mead & Hunt, Inc. to perform the professional engineering services, as detailed in the Agreement for Professional Design Services for the Wiley M. Nash Water Reclamation Facility Expansion & Upgrades, for a total fee of \$2,218,000.

BACKGROUND/DISCUSSION:

The design of the largest infrastructure project in the history of the City of DeLand is a huge responsibility. The award of this project was made to the most responsive and experienced firm responding to RFQ 22-01. The design fees associated with this type of project are typically between 6% to 10% of the anticipated construction budget, depending on the complexity of the scope of services. The estimated construction budget is \$30 million which places this fee at 7.4% which is in line with industry standards.

**CITY OF DELAND AGREEMENT WITH MEAD AND HUNT, INC. FOR WATER
RECLAMATION FACILITY EXPANSION AND UPGRADES PROFESSIONAL
SERVICES, RFQ #22-01**

THIS AGREEMENT made and entered into this __ day of February, 2022 by and between the City of DeLand, Florida, a Florida municipality, whose address is City of DeLand, City Hall; 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the “CITY”, and Mead and Hunt, Inc., a corporation organized and created in the State of Wisconsin and an architecture and engineering consulting firm, whose corporate and mailing address is 2440 Deming Way, Middleton, Wisconsin 53562-1562, and whose local address is 4401 Eastport Parkway, Port Orange, Florida 32127, hereinafter referred to as the “CONSULTANT”. The CITY and the CONSULTANT are collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONSULTANT for the work identified in the bid and/or proposal specifications outlined in the CITY’s procurement activities; and

WHEREAS, the CITY desires to retain the CONSULTANT to provide design, permitting, funding assistance and Construction Engineering and Inspection services for expansion of the Wiley M. Nash Water Reclamation Facility (WRF) project which involves expansion of the WRF treatment capacity from 6 MGD to 8 MGD and treatment process upgrade to advanced wastewater treatment (AWT) criteria which work is described in the Scope of Services (Exhibit “A”) which includes preparing the site survey and project design documents utilizing 3D modeling software which will provide an advanced platform for bidding and construction of this project and future WRF projects moving forward all of which is consistent with current industry standards and represents a transition in project delivery capabilities for the CITY; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby represents to the CITY that it is competent and otherwise able to provide professional services to the CITY; and

WHEREAS, all CITY promulgated bid (solicitation) documents pertaining to procurement activities relating to this matter and all submissions submitted by the CONSULTANT in the proposal submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein; and

WHEREAS, the CITY desires to retain the CONSULTANT to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the provisions set forth in the Scope of Services (Exhibit “A”); and

WHEREAS, this Agreement has been procured subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONSULTANT;
and

WHEREAS, the CONSULTANT recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a). The term "CONSULTANT" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement. The CONSULTANT is an independent contractor and not an agent, representative or employee of the CITY.

(b). The CONSULTANT acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONSULTANT acknowledges that the CITY, at the CITY's option, may request proposals from the CONSULTANT and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which goods and/or service provider shall provide goods and/or services for the CITY's projects.

(c). The CONSULTANT agrees to provide coordination between goods/services providers; provided, however, that CONSULTANT is not responsible for the actions or inactions of third parties except its subconsultants.

(d). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(e). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The persons executing this Agreement for the CONSULTANT certify that they are authorized to bind the CONSULTANT fully to the terms of this Agreement.

(f). The CONSULTANT recognizes the importance of the services under this Agreement being performed in a timely and professional manner in accordance with the agreed upon schedule. The performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order, as that term is more specifically defined below. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order. Time is of the essence in the performance of this Agreement.

(g). When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(h). All materials, supplies and equipment specified or authorized by the CONSULTANT shall meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(i). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) as the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(j). Persons employed by the CONSULTANT in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(k). No claim for goods and/or services furnished by the CONSULTANT not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES; WORK ORDERS FOR SERVICES.

(a). The CONSULTANT shall initially provide the goods and/or services as generally described in Exhibit "A" to this Agreement, and, subsequently, as specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

(b). The CONSULTANT shall safely, diligently, and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in this Agreement and in each subsequently entered Work Order.

(c). Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement and any Work Order issued pursuant to this Agreement.

SECTION 3: WORK ORDERS.

(a). The provision of the goods and/or services, to be performed under the provisions of this Agreement under the Scope of Services (Exhibit "A"), shall be commenced as set forth in the CITY's bid and procurement documents upon the execution of this Agreement.

(b). Additional services, if any to be performed or goods to be provided by the CONSULTANT to the CITY shall be authorized in written forms, hereinafter referred to as "Work Orders" issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONSULTANT shall review Work Orders and notify the CITY in writing of asserted inadequacies for the CITY's correction, if warranted. In every case, if work is completed by the CONSULTANT

without authorization by a Work Order or a change order, the CITY is not obligated to compensate the CONSULTANT for the unauthorized work.

(c). If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a “Fixed Fee” basis. The CONSULTANT shall perform all services required by the Work Order but, in no event, shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(d). If the services are not clearly defined, the Work Order may be issued on a “Time Basis Method” and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event, shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(e). If the services are not clearly defined, the Work Order may be issued on a “Time Basis Method” and contain a Limitation of Funds amount. The CONSULTANT is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the CITY whenever the CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(f). For Work Orders issued on a “Fixed Fee Basis”, the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(g). For Work Orders issued on a “Time Basis Method” with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(h). Each Work Order issued on a “Fixed Fee Basis” or “Time Basis Method” with a Not-to-Exceed amount shall be treated separately for retainage purposes, which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(i). For Work Orders issued on a “Time Basis Method” with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a “Time Basis Method” with a Limitation of Funds amount.

(j). Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONSULTANT UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provision of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a). The CITY may revise the scope of services set forth herein or in any particular Work Order.

(b). Revisions to the Scope of Services or any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order by the Parties shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT's schedule.

SECTION 6: CONSULTANT RESPONSIBILITIES.

(a). The CONSULTANT shall render services with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances at the same time and in the same or similar locality under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services not meeting the standard indicated herein under this Section. The CONSULTANT's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b). Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c). The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d). In providing services under this Agreement, the CONSULTANT shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality under the terms of this Agreement and each and every Work Order. Time is of the essence in the performance of this Agreement.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a). The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.

(b). The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services pursuant to this Agreement and under any Work Orders issued pursuant to this Agreement.

(c). The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.

(d). The CITY shall examine all of the CONSULTANT's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONSULTANT.

(e). The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f). The CITY shall give written notice to the CONSULTANT whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONSULTANT's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONSULTANT.

(g). The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the

adjustment of payments made to the CONSULTANT based upon the quality of work of the CONSULTANT.

(h). The prevailing party shall be entitled to recover any and all legal costs including, but not limited to, reasonable attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the other party in carrying out the duties and responsibilities deriving from this Agreement.

(i). The failure of either party to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the party hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j). Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONSULTANT's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k). All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONSULTANT's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.

SECTION 8: COMPENSATION.

(a). For the work set forth in Exhibit "A" of this Agreement, the CONSULTANT shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(b). There are no reimbursable expenses to be paid to the CONSULTANT except as specifically set forth herein and all reimbursement for travel and meals shall be consistent with CITY policies relative to the reimbursement of CITY employees.

SECTION 9: INVOICE PROCESS.

(a). Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b). The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c). The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.

(d). Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, and billing period.

(e). The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONSULTANT completed goods and/or services referenced in an invoice.

(f). Invoices are to be forwarded directly to:

Chad A. Gamble, P.E.
Director of Public Services
City of DeLand
1102 S. Garfield Avenue
DeLand, FL 32724
gamblec@deland.org

With a copy to:

Daniel A. Stauffer, Jr., CPA
Finance Director
City of DeLand
City Hall
120 South Florida Avenue
DeLand, Florida 32720
staufferd@deland.org

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a). The CONSULTANT shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of this Agreement and execution of a Work Order issued by the CITY.

(b). The CONSULTANT and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, epidemics, pandemics, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of force majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be

reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

This Agreement shall be in effect for a period of five (5) years from the date of execution of this Agreement.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a). The CITY designates the CITY's Deputy Public Services Director/City Engineer, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b). The CITY's Deputy Public Services Director/City Engineer shall have the following responsibilities:

(1). Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;

(2). Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3). Giving prompt written notice to the CONSULTANT whenever the CITY official representative knows of a defect or change necessary in the project; and

(4). Coordinating and managing the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c). Until further notice from the CITY, the designated representative for this Agreement is:

Ray Bahrami, P.E., PMP, CPM, CFM
Deputy Public Services Director/City Engineer
City of DeLand
City Hall
120 South Florida Avenue
DeLand, Florida 32720

(d). The CONSULTANT's designated representative is:

Brad Blais, P.E.
Project Manager
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, Florida 32127

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a). The CITY may terminate this Agreement or any Work Order for any one (1) or more of the reasons as follows:

(1). If, in the CITY's opinion, adequate progress to be provided or under a Work Order is not being made by the CONSULTANT due to the CONSULTANT's failure to perform; or

(2). If, in the CITY's opinion, the quality of the goods and/or services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3). The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or

(4). The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5). The CONSULTANT violates the Standards of Conduct provisions herein or any provision of Federal, State or local law.

(b). In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONSULTANT to be in default, and may then immediately terminate this Agreement or any Work Order in progress under this Agreement.

(c). In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 14: TERMINATION BY CONSULTANT FOR CAUSE.

(a). The CONSULTANT may terminate this Agreement only if the CITY fails to pay the CONSULTANT in accordance with this Agreement.

(b). In the event of the cause described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt

by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a). The CITY shall have the right to terminate this Agreement without cause with a sixty (60) day written notice to the CONSULTANT. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONSULTANT. Notice shall be served to the parties as specified in the Agreement.

(b). In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(c). This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

(d). In the event that, after the CITY's termination for cause for failure of the CONSULTANT to fulfill its obligations under this Agreement, it is found that the CONSULTANT has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement, or any Work Order, is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONSULTANT through the date of termination, and any additional services, shall be paid to the CONSULTANT.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a). The performance or provision of the CONSULTANT's goods and/or services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b). In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONSULTANT within thirty (30) days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the goods and/or services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.

(c). Upon receipt of written notice from the CITY that the CONSULTANT's provision of goods and/or services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin 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, sex, age, national origin, sexual orientation or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the *Americans with Disabilities Act* and the *Americans with Disabilities Amendment Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY AND INSURANCE.

(a). To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY, its servants, officers, officials and employees, or any of them, from and against judgments, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, but only to the extent caused by the negligent performance or provision of services required under this Agreement, provided that same is caused by the negligent acts, errors or omissions, failure to act, malfeasance, misfeasance, or misconduct of the CONSULTANT, its servants, officers, officials, employees, or sub consultants.

(b). In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONSULTANT for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c). Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*.

(d). The liability of CONSULTANT to the CITY for any indemnity commitments or for any damages arising in any way out of performance of this agreement is limited to the insurance requirements as specified under Section 21.

(e). The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; provided, however, that the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.

(f). The CONSULTANT shall submit a report to the CITY within twenty-four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

(g). In the event that the CONSULTANT is providing services as a “design professional”, the indemnification by the CONSULTANT running in favor of the CITY shall be to the maximum extent permissible under the provisions of Section 725.08, *Florida Statutes*.

(h). CITY and CONSULTANT are not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages (“damages”).

SECTION 21: INSURANCE.

(a). The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, insurance or surety company licensed to do an insurance or surety business in the State of Florida at the time of the issuance thereof, and is rated as A-Plus, 5-B or higher in current issue of Best's Insurance Guide as published by Alfred M. Best Company, Inc., authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:

(1). Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.

(2). Commercial General Liability: The CONSULTANT will provide coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. The limits will not be less than \$2,000,000 per occurrence and in the aggregate

(3). Comprehensive Automobile Liability: The CONSULTANT shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(4). The CONSULTANT will have and maintain during the term of this Agreement, in a form acceptable to the CITY, a professional liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, acceptable to the CITY, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000) per claim and TEN MILLION AND 00/100 DOLLARS (\$10,000,000) in the aggregate.

(b). All insurance other than Workers Compensation, automobile liability and professional liability to be maintained by the CONSULTANT shall specifically include the CITY as an additional insured.

(c). The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under

this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

(d). The insurance coverage shall contain a provision that requires that prior to any cancellation, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e). The CONSULTANT shall furnish Certificate of Insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by this Agreement.

(f). Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY's waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.

(g). The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third-party beneficiaries to this Agreement.

(h). The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.

(i). All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: STANDARDS OF CONDUCT.

(a). The CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b). The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c). The CONSULTANT hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d). The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, the local business tax.

(e). If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

(f). The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g). The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.087, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h). If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONSULTANT shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i). The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, *Florida Statutes*, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.

(j). The CONSULTANT shall comply with the requirements of the *Americans with Disabilities Act* and the *Americans with Disabilities Amendment Act*, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k). The CITY will not intentionally award publicly-funded contracts to any CONSULTANT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8, *United States Code*, Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*. The CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the *INA*. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY. The CONSULTANT shall utilize the United States Department of Homeland Security's E-Verify system to verify the

employment eligibility of all new employees hired by the CONSULTANT during the term of this agreement. The CONSULTANT shall expressly require any subcontractors performing work or providing services to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this agreement.

(l). The CONSULTANT agrees to comply with applicable Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m). The CONSULTANT shall ensure that all goods and/or services are provided to the CITY after the CONSULTANT has obtained, at its expense, any and all permits, licenses, permissions, approvals or similar consents.

(n). If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o). The CONSULTANT shall advise the CITY in writing if it has been placed on a discriminatory vendor list, or is doing business in a manner in which it may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p). The CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government. No official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his or her employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section. No member, officer or employee of the CITY during his or her tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(q). Pursuant to this Agreement between the CONSULTANT and the CITY, the CONSULTANT may be called upon from time to time to render services to various municipalities, at the expense of the local government(s). This agreement does not preclude the municipality from participating directly with the CONSULTANT in the CITY planning process.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS/OWNERSHIP OF DOCUMENTS.

(a). The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. Upon termination of this Agreement, the CONSULTANT shall deliver all records, data, memoranda, models, and equipment of any nature that are in the CONSULTANT's possession or under the CONSULTANT's control and that are the CITY's property or relate to the CITY's business.

(b). The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c). The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.

(d). In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or a county or municipality with jurisdiction or any representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. In every respect, the CONSULTANT shall ensure compliance with any applicable requirements of governmental agencies including, but not limited to, their pre-audit and post-audit requirements.

(e). In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f). The CONSULTANT agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, *Florida Statutes*, the CONSULTANT must:

(1). Keep and maintain public records required by the CITY to perform the service.

(2). Upon request from the CITY's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(3). 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 term of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the public CITY.

(4). Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT 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.

(5). If the CONSULTANT does not comply with a public records request, the CITY shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the CITY and the public under controlling State law.

(6). A request to inspect or copy public records relating to this Agreement must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. Failure by the CONSULTANT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the CITY with a copy of the CONSULTANT's response to each such request.

(g). The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(h). **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130, JULIE A. HENNESSY, MMC, CITY CLERK,**

**CITY OF DELAND, CITY HALL, 120 SOUTH FLORIDA AVENUE,
DELAND, FLORIDA 32720, HENNESSY@DELAND.ORG.**

(i). The intellectual property resulting from this Agreement, and any additional Work Orders issued pursuant to this Agreement, shall be owned by the CITY. All materials purchased by or developed for the CITY under this Agreement become the property of the CITY with all rights thereto, including, but not limited to, the right of reuse, owned by the CITY. Any reuse of files or services pertaining to any other project without the involvement of CONSULTANT shall be at the CITY's sole risk and without liability or legal exposure to CONSULTANT.

SECTION 24: CODES AND DESIGN STANDARDS.

(a). All goods and/or services to be provided for performed by the CONSULTANT shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY to include, but not be limited to, the contractual terms and conditions posted on the CITY's Web site, and the laws of any and all Federal, State and local regulatory agencies or which, otherwise, have jurisdiction over the goods and/or services.

(b). The CONSULTANT shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a). The CONSULTANT shall not sublet, assign or transfer any interest in this Agreement without written CITY approval, which shall not be unreasonably withheld, except that CONSULTANT may assign its right to collect payment as required by lender agreements in accordance with normative business practices. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b). The CONSULTANT agrees to reasonably participate in the contractual "piggybacking" programs pertinent to local governments if authorized by law.

SECTION 26: SUBCONSULTANTS.

(a). Any CONSULTANT-proposed subconsultants (which term includes subcontractors of every type and nature) shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Subconsultant information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications. Southeastern Surveying and Mapping Corporation, Bechtol Engineering & Testing, Inc. and Wright-Pierce, Inc are hereby approved by the CITY to work as a subconsultant to the CONSULTANT with regard to survey work all as is consistent with the terms and conditions of this Agreement.

(b). The CONSULTANT shall coordinate the provision of goods and/or services and work product of any CITY approved subconsultants, and remain fully responsible for such goods and/or services and work under the terms of this Agreement.

(c). Any subcontract shall be in writing and shall incorporate this Agreement and require the subconsultants to assume performance of the CONSULTANT's duties commensurately with the CONSULTANT's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

(d). The CONSULTANT shall reasonably cooperate at all times with the CITY and other CITY consultants and professionals.

(e). Subconsultants work under the direction and control of the CONSULTANT and not the CITY.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in Volusia County, Florida.

(c). This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). This Agreement, together with the exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b). This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

(d). The terms or conditions of any document, of whatsoever type or nature, issued by the CONSULTANT to the City or any reference to any Web based terms conditions located on the CONSULTANT's Web site or to a reference made by the CONSULTANT shall not apply to purchase of services or goods by the CITY in any way or form, except only as may be necessary to designate specific services or goods being procured by the CITY, quantities, delivery dates and other similar terms that may vary from order to order; provided, however that the terms of the CITY's agreement or work order shall be deemed incorporated into such CONSULTANT documents and shall prevail in every instance as to every matter. The terms and conditions contained in any acceptance, invoice, bill of lading or other documents supplied by the CONSULTANT are expressly rejected by the CITY and superseded by the CITY's documents and shall not be included in any contract with the CONSULTANT or procurement from the CONSULTANT. No commitment form, standardization incentive program acknowledgement or any other document shall be required by the CONSULTANT to be signed by the CITY to purchase services or goods under from the CITY, unless expressly stated in an agreement with the CITY as approved in writing by a CITY employee or official with authority. Any change to such documents that are attached to a CITY document by the CONSULTANT shall subject to written approval by the CITY. It is an ethical violation of the CONSULTANT's relationship with the CITY to attempt to violate this provision. Any alteration of any CITY form by the vendor (without the express written consent of the CITY which the CITY shall not give absent extraordinary circumstances with the approval of the CITY's Designated Representative and the City Attorney) shall constitute a breach of contract and a default. Only CITY forms may be used in contract implementation with regard to any manner proposed to be binding upon the CITY.

SECTION 30: NOTICES.

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

Michael P. Pleus, ICMA-CM
City Manager
City of DeLand
City Hall
120 South Florida Avenue
DeLand, Florida 32720

For the CONSULTANT:

Brad Blais, P.E.
Mead and Hunt, Inc.
Project Manager
4401 Eastport Parkway
Port Orange, Florida 32127

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of either party to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the party hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, but shall be payable solely from legally available revenues and funds and the CONSULTANT shall have no right to impose the levy of ad valorem taxation by the CITY.

SECTION 33: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this

Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied *in para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR)/CLAIMS.

(a). In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b). The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.

(c). In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d). If the CONSULTANT submits a false claim to the CITY, it shall be liable to the City and shall reimburse the City when such a claim is found to have been submitted by a controlling legal authority as well as for any and all statutory penalties set forth in controlling law. The CONSULTANT will be deemed to have submitted a false claim to the City if The CONSULTANT:

(1). knowingly presents or causes to be presented to an officer or employee of the CITY a false claim or request for payment or approval;

(2). knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the CITY;

(3). conspires to defraud the CITY by in any way causing a false claim allowed or paid by the CITY;

(4). knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the CITY; or

(5). is a beneficiary of an inadvertent submission of a false claim to the CITY, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the CITY within a reasonable time after discovery of the false claim.

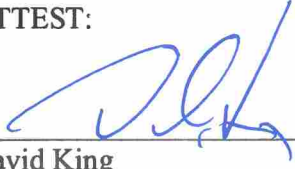
SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY's City Commission, taking appropriate action, and the CONSULTANT signing by and through its duly authorized corporate officers having the full and complete authority to execute same.

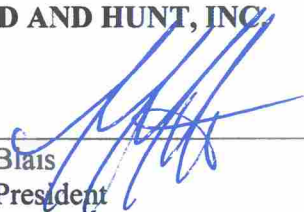
SIGNATURE BLOCKS FOLLOW:

ATTEST:



David King
Vice President
Authorized Signatory

MEAD AND HUNT, INC.

By: 

Brad Blais
Vice-President
Authorized Signatory

ATTEST:

CITY OF DELAND

Julie A. Hennessy, MMC
City Clerk - Auditor

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

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

CITY OF DELAND
SCOPE OF SERVICES AND FEE ESTIMATE
FOR
WILEY M. NASH WATER RECLAMATION FACILITY EXPANSION & UPGRADES
RFQ #22-01

This proposal is in conformance with the Professional Services Agreement for City of DeLand Wiley M Nash Water Reclamation Facility Expansion and Upgrades RFQ #22-01, between the City of DeLand (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the CONTRACT.

ENGINEERING SERVICES

MEAD & HUNT will provide requisite professional services in accordance with terms and conditions of the CONTRACT. Proposed services under this contract include: design, permitting, bidding assistance, funding assistance and CEI services. It is anticipated that a minimum of 2 work authorizations, design phase and construction phase, will be issued under the terms of this CONTRACT; however, additional work authorizations may be issued as deemed necessary by the City. The design phase scope of services defined under this initial work authorization are for: design, permitting, bidding assistance or alternative contract delivery support and funding assistance through contract award.

DESIGN PHASE PROJECT OVERVIEW

The City of DeLand desires to increase treatment capacity and construct improvements to existing facilities at the Wiley M. Nash Water Reclamation Facility (WRF). MEAD & HUNT will provide professional engineering services to:

- Design WRF Expansion and Improvement Components, as further defined herein.
- Apply for Required Permits
- Provide SRF Loan and grant assistance through the contract award phase
- Provide Bidding assistance or pre- construction alternative contract delivery support
- Assist in Contractor Pre-qualification and/or Selection

The expansion will be accomplished by addition of a new treatment process and re-rating of the existing Carrousel processes. A dual train, 5-stage BNR process with an initial treatment capacity of 5 MGD (future expansion capacity to 7.5 MGD) is proposed along with additional upgrades within the existing plant to achieve AWT, for a total rated capacity of 8.0 MGD at annual average daily flow (AADF). The proposed improvements will allow the WRF to meet advanced wastewater treatment (AWT) effluent with limits of 5-5-3-1 for Biological Oxygen Demand-Total Suspended Solids (BOD-TSS), Total Nitrogen (TN) and Total Phosphorus (TP), respectively. The proposed improvements are:

- New Influent Pumping Station with Screening and Odor Control
- New Pretreatment Structure and Flow Splitter Structure

- Two (2) New 2.5 MGD 5-stage BNR Trains
- Two (2) New 90-foot Clarifiers
- New RAS and WAS Pumping
- New Chlorine Contact Chamber and Effluent Transfer Pump Station
- New Sludge Handling Building and Dewatering Facilities
- Civil/Site Work and Yard Piping
- Architectural and Structural Services for all new structures
- Plant-wide Electrical distribution and Emergency Power Generation
- Plant-wide Instrumentation & Controls (I&C) System

This project will be designed and delivered using the latest survey and 3-D modeling techniques available. The survey will include conventional topographic survey in addition to point cloud and site scanning data collection to create 3-D imaging and REVIT models for existing structures impacted by new construction. The project design services will also be provided REVIT and AutoCAD 3D technology in order to provide interactive model drawing files that can be displayed and plotted from a variety of viewports. This form of project design and delivery is consistent with the nature and complexity of this project. 3D imaging and design is the current industry standard for projects of this nature and the new survey and design files generated during this process will be utilized for decades into the future. Current As-Built and drawing files are 2D only and it is not practical to try and ‘convert’ old drawing files into 3D. This project and the resultant design models generated during development of the civil, mechanical, structural, architectural and electrical drawings will serve as the foundation for future facility construction projects and facility management.

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT’S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 12-month project design and 2-3 month bidding period.

Project Kick-Off Meeting

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

Design Progress Meetings

MEAD & HUNT will conduct six (6) interim design meeting with the CITY staff to discuss progress of the project and obtain CITY input during the development of the design documents.

Commission Meetings

MEAD & HUNT will attend four (4) commission meetings as requested by the CITY to discuss progress of the project.

Manufacturer Demonstrations and Site Visits

MEAD & HUNT will arrange manufacturer demonstrations and site visits for the CITY staff on an as needed basis. Site visits and demonstrations are intended to analyze equipment or other facilities.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary
- Design Progress and Site Visit Meeting Notes
- Monthly Project Summaries and Invoices

PHASE 2 – PRELIMINARY DESIGN

Survey Coordination

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

MEAD & HUNT, along with the subconsultant, will generate 3D renderings (models) of the exterior surfaces and elements of existing process units where possible and necessary for the proposed improvements. A detailed scope of services from the Southeastern Surveying and Mapping Corp. (SSMC) is included herein.

Subsurface Underground Engineering (SUE) Coordination

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

Utility Coordination

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

Basis of Design Report (BODR)

MEAD & HUNT will prepare a draft Basis of Design Report (BODR) confirming the design alternatives and budget level pricing previously developed in the Facility Plan. The design concepts detailed in the BODR will define the influent and effluent design parameters, proposed structures, foundation stabilization recommendations, major equipment manufacturers, materials and methods of construction and establish the design deliverables for interim and final models, drawings and specifications. It will include a preliminary engineer's opinion of probable cost (EOPCC). The BODR is a mandatory submission that will accompany the FDEP Construction permit application.

MEAD & HUNT will conduct the following studies as part of the BODR:

1. **Study A – Evaluation of UV Disinfection**

MEAD & HUNT will conduct an evaluation of UV Disinfection alternatives for the WRF to focus on alternatives of UV Disinfection (open channel or closed). The study will also optimize the use of existing chlorination infrastructure and to mitigate the risk of current gas chlorination practice.

2. **Study B - Biowin Process Simulation for Verification of Reactor Sizing**

MEAD & HUNT will work alongside subconsultant (Wright Pierce) to develop a BioWin process configuration model of the proposed 5-stage BNR trains in the carousel oxidation ditch configuration and conduct reactor sizing and optimum compartmentation of each stage. All carousel oxidation ditch equipment manufacturer's reactor sizing will be evaluated and verified and where necessary, design improvements will be recommended. Three (3) simulation scenarios will be developed and evaluated for optimum reactor sizing and compartmentations throughout the lifecycle of the new BNR trains. The three (3) scenarios include:

- Buildout, maximum monthly average loading conditions
- Intermediate flow, average loadings condition with one train out of service
- Start-up flow, minimum monthly average loading conditions

3. Study C - CFD Modeling for Verification of Reactor Configuration and Equipment Sizing

MEAD & HUNT will work alongside subconsultant (Wright Pierce) to develop a CFD model of the Carrousel Oxidation ditch equipment manufacturer's 3D design of the 5-stage BNR Trains and equipment selections and evaluate the efficiency of mixing in each unit reactor compartment. The CFD model will be used to simulate mixing of liquids and estimate residence time. CFD modeling will also minimize dead zones and maximize the uniformity of the flow through process basins. CFD modeling will be conducted for following flow conditions:

- Build-out maximum daily flow
- Intermediate flow
- Start-up flow

A draft BODR will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be held at the end of the CITY's review.

MEAD & HUNT will schedule and attend a draft BODR review meeting to review the CITY's comments on the draft BODR. Comments received will be incorporated into the final BODR and subsequent design documents.

Deliverables – Preliminary Design

- Draft Basis of Design Report to include all of the above referenced elements in addition to:
 - Includes Technical Memorandum – Evaluation of UV Disinfection Process (Study A)
 - Includes Technical Memorandum – Biowin Process Simulation for Verification of Reactor Sizing (Study B)
 - Includes Technical Memorandum – CFD Modeling for Verification of Reactor Configuration and Equipment Sizing (Study C)
- Basis of Design Review Meeting Summary
- Final Basis of Design Report

PHASE 3 – PROJECT DESIGN

Based upon the BODR, MEAD & HUNT will prepare design tasks for development of 3D models, plan-sheets and specifications for the following processes, structures and elements:

- New Influent Pumping Station with Screening and Odor Control
- New Pretreatment Structure and Flow Splitter Structure
- Two (2) 2.5 MGD 5-stage BNR Trains
- Two (2) 90-foot Clarifiers
- RAS and WAS Pumping
- New Chlorine Contact Chamber and Effluent Transfer Pump Station
- New Sludge Handling Building and Dewatering Facilities
- Civil, Site, SWMPP, Yard Piping and Landscaping

- Architectural and Structural Services for all new structures
- Plant-wide Electrical distribution and Emergency Power Generation
- Plant-wide Instrumentation & Controls (I&C) System

MEAD & HUNT will provide interim deliverables for the above referenced elements as follows: 30%, 60%, 90% and 100%. Deliverables for each interim submittal are further defined at the end of this section.

Specific design techniques to be employed for development of traditional construction documents and 3D modeling are further described below:

1. Preparation of 3D Models

MEAD & HUNT will prepare 3D Models for all new major structures in Autodesk® Revit environment providing the CITY with a three-dimensional view of major structures and its components

2. Preparation of Design Model Imaging and Plans

Minimum plan requirements include: civil, architectural, mechanical, structural, instrumentation, communications and technology (CT) and electrical drawings, which accurately depict existing features and proposed improvements. Drawings shall include plan sheets utilizing 3D models as described above and detail drawings as required. Plans shall include the following key components:

- Influent Pump Station, Screening and Odor Control
- Grit removal and Flow Splitting
- 5-Stage BNR Trains
- Secondary Clarifiers & RAS/WAS Pumping
- Chlorine Contact Chamber and Effluent Transfer
- Solids Handling Building and Dewatering Facilities

3. Lettering size of plans shall be suitable for one-half size reduced drawings

4. Preparation of Contract Documents

Contract Documents shall include General Conditions of the Construction Contract, Drawings Specifications, and front-end documents (Bid, Agreement, General Conditions, Supplementary Conditions and Post Bid Documentation). The Contract documents will include comments addressed by the construction manager at risk (CMAR) contractor, if the CITY decides to exercise the CMAR option vs BID option (See Phase 5 for additional details).

5. Submittal of three (3) sets of plans and specifications (as noted) to the CITY for review and comment at each phase of following completion:

- a. 30% (Shall be included along with Final PDR. No 30% specifications shall not be included)
- b. 60% Plans and Specifications
- c. 90% Plans and Specifications

6. Submittal of MEAD & HUNT's preliminary opinion of cost at the each of the above mentioned submittals (30%, 60% and 90%). Cost estimates shall be itemized with unit costs indicated as approximate.
7. Incorporation of the CITY staff review comments in the Contract Documents
8. Coordinate and obtain geotechnical evaluations for site improvements
MEAD & HUNT will work with Bechtol Engineering & Testing, Inc (subconsultant) to conduct geotechnical investigations for all proposed structures within the WRF. The subconsultant costs will be billed in accordance with the Subconsultants and Reimbursable section.

Deliverables – Project Design

- 30% models and plansheets including surveys, REVIT models, hydraulic profile, schematics and plans for site improvements and structures.
- 30% design review meeting summary and response comments
- 60% models, plansheets, specifications and cost estimates.
- 60% design review meeting summary and response comments
- 90% models, plansheets, specifications and cost estimates
- 90% design review meeting summary and response comments
- 100% models, plansheets, specifications and cost estimates. This submittal shall be used for bidding and/or final Guaranteed Maximum Price (GMP) preparation by CMAR contractor.

PHASE 4 – PERMITTING

FDEP Wastewater Construction Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, any necessary revisions to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

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

MEAD & HUNT will respond to up to three (3) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the

documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

Environmental Resources Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for each meeting. After the pre-application meeting, any necessary revisions to the design recommendations will be reviewed with the CITY and incorporated into the various design components.

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements and input from the pre-application meeting. This task also includes subconsultant services for geotechnical investigations as required. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Permit fees are included in the permit fee allowance in the Fee Estimate.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

Site Plan Approval

MEAD & HUNT will prepare and submit the permit application in accordance with the specific permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the CITY. The CITY will receive one (1) electronic copy of final applications and permits. Given that the CITY's 'Development Fee' is based upon a percent of construction, which is yet to be defined, the CITY will pay this internally. The application fee is NOT included in the allowances.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task. Responses will be limited to clarifications related to the submittals in accordance with the documented permit requirements or those identified in the pre-application meeting. MEAD & HUNT will respond to RAI's in a timely manner to minimize any potential schedule impacts.

Deliverables – Permitting

- Final Wastewater Construction Permit
- Final Environmental Resource Permit application and final permit
- Final Site Plan Approval application and final site plan approval

PHASE 5 – BIDDING OR CMAR SUPPORT

The CITY is evaluating conventional bid vs. alternative delivery contracting methodologies, specifically, construction manager at risk (CMAR). MEAD & HUNT will provide professional services in support of either option. If CMAR option is selected, MEAD & HUNT will work alongside the CMAR Contractor as identified in the scope below:

BIDDING OPTION

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

Bidder Pre-Qualification

The CITY will be responsible for preparation of a Request for Qualifications (RFQ) for prospective bidders. MEAD & HUNT will assist in preparation of the RFQ scope of services. The CITY will advertise the RFQ and manage the selection process. The MEAD & HUNT project manager will be available to serve as a member of the RFQ review committee or provide technical guidance.

Bid Documents

MEAD & HUNT will prepare and submit bid documents including bid number, pre-bid date and time, and other pertinent information to create a Bid Set of the plans and specifications. The Bid Set plans and specifications will be prepared in digital format and the CITY will distribute plans and specifications to pre-qualified bidders and manage the bid process.

Pre-Bid Meeting

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

Addenda

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

Bid Tabulation and Recommendation of Award

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

CMAR OPTION

If the CMAR option is selected, the CITY will be responsible for managing the CMAR selection process and preparation of the Contract with the selected Contractor. The MEAD & HUNT project manager will participate in the selection process as deemed appropriate by the CITY. The CITY'S project manager will manage the CMAR Contractor and coordinate the Contractor's activities during the guaranteed maximum price (GMP) development period. This work will be performed within the amount as defined under Phase 5 unless agreed upon with the CITY for time and materials (T&M) basis.

GMP Preparation and Negotiation

MEAD & HUNT will provide requisite support for the CITY and the selected CMAR contractor to prepare the GMP for this project.

PHASE 6 – FUNDING ASSISTANCE

Readiness to Proceed Documents

MEAD & HUNT will provide to the CITY a Site Certification, Fiscal Sustainability Plan Certification, Cost and Effectiveness Certification, and Professional Services Procurement Certification to be signed by the CITY's Authorized Representative as designated in the Loan Application Resolution. MEAD & HUNT will collect and provide to FDEP the biddable plans, specifications, applicable permits, the executed Site Certification, Fiscal Sustainability Plan Certification, Cost and Effectiveness Certification, and Professional Services Procurement Certification to FDEP for review and approval.

Prebid Meeting

MEAD & HUNT will attend one (1) pre-bid meeting to explain to prospective contractors the requirements included in the bidding documents for funding compliance. The requirements include Davis-Bacon Act requirements, M/WBE requirements, and American Iron and Steel Requirements.

Authority to Award Documents

MEAD & HUNT will contact the Project Manager, Engineer and the CITY to obtain the following documents and organize all information together to provide to FDEP;

- a copy of any addenda not previously provided to FDEP,
- a copy of the affidavit of publication,
- the signed and sealed bid tabulation,
- the selected bidder's proposal,
- Engineer's letter recommending award,
- the Wage Determination within the project's specifications,
- the contractor's signed Appendix A from the FDEP Supplementary Conditions in the specifications
- and a copy of the bid bond or security.

MEAD & HUNT will use SAM.gov (System for Award Management) to search for the contractor's registration and if there are exclusion records. MEAD & HUNT will fill-out the FDEP's Certification the Contractor is Not Debarred form and will provide the information obtained from SAM.gov with the Certification to the CITY for review and signature. MEAD & HUNT will review the contractor's proposal for a list of M/WBE subcontractors. If a list is provided within the contractor's proposal MEAD & HUNT will cross-reference SAM.gov for subcontractor's registration and exclusion records. However, if a list is not provided, MEAD & HUNT will request the list from the contractor. MEAD & HUNT will request from the contractor the recorded efforts to contact M/WBE subcontractors in an attempt subcontract portions of the job. Upon receipt of the contractor's documentation of M/WBE solicitation, MEAD & HUNT will fill-out the Certification of Affirmative Steps for M/WBE participation and provide it to the CITY for review and signature.

Notice to Proceed, Contract Documents, and Certification of Contractor's Insurance and Bonding

The FDEP requires a copy of the Notice to Proceed (NTP) issued to the Contractor authorizing the start date of construction. MEAD & HUNT will request the NTP from the CITY and provide to FDEP. MEAD & HUNT will request a copy of the conformed construction contract and provide to FDEP upon receipts. Using the conformed construction contract MEAD & HUNT will use the copy of the contractor's payment and performance bonds contained in the contract to fill-out the Certification of Contractor's Insurance and Bonding form and provide to the CITY for signature. Once MEAD & HUNT has received the signed form from the CITY the MEAD & HUNT will provide the documents to FDEP for approval.

PHASE 7 – SUBCONSULTANTS AND REIMBURSABLES

This phase includes geotechnical and survey subconsultants only. Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. Items included in this phase will be billed at actual cost plus 10% unless mentioned otherwise.

- **Geotechnical** – Soil borings and geotechnical evaluation of WRF site where the new structures are being proposed, will be performed by Bechtol Engineering & Testing, Inc. (BET). This includes a series of shallow and deep borings in order to prepare foundation stabilization recommendations and designs. The site is underlain by karst features and most hydraulic structures on this site have supplemental foundation supports either via pilings or grout injection. The proposed soils report and foundation design recommendations by BET will be billed at actual cost plus 10%. An allowance is included for this work.
- **Survey** – The design survey shall include the WRF site and be performed by Southeastern Surveying & Mapping Corporation (SSMC) and the detailed scope is included herein. This survey scope is significant as it includes 3D topography, scanning and 'point-cloud' data collection for transition to a 3D modeling environment.

PHASE 8 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the CITY to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the CITY.

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

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

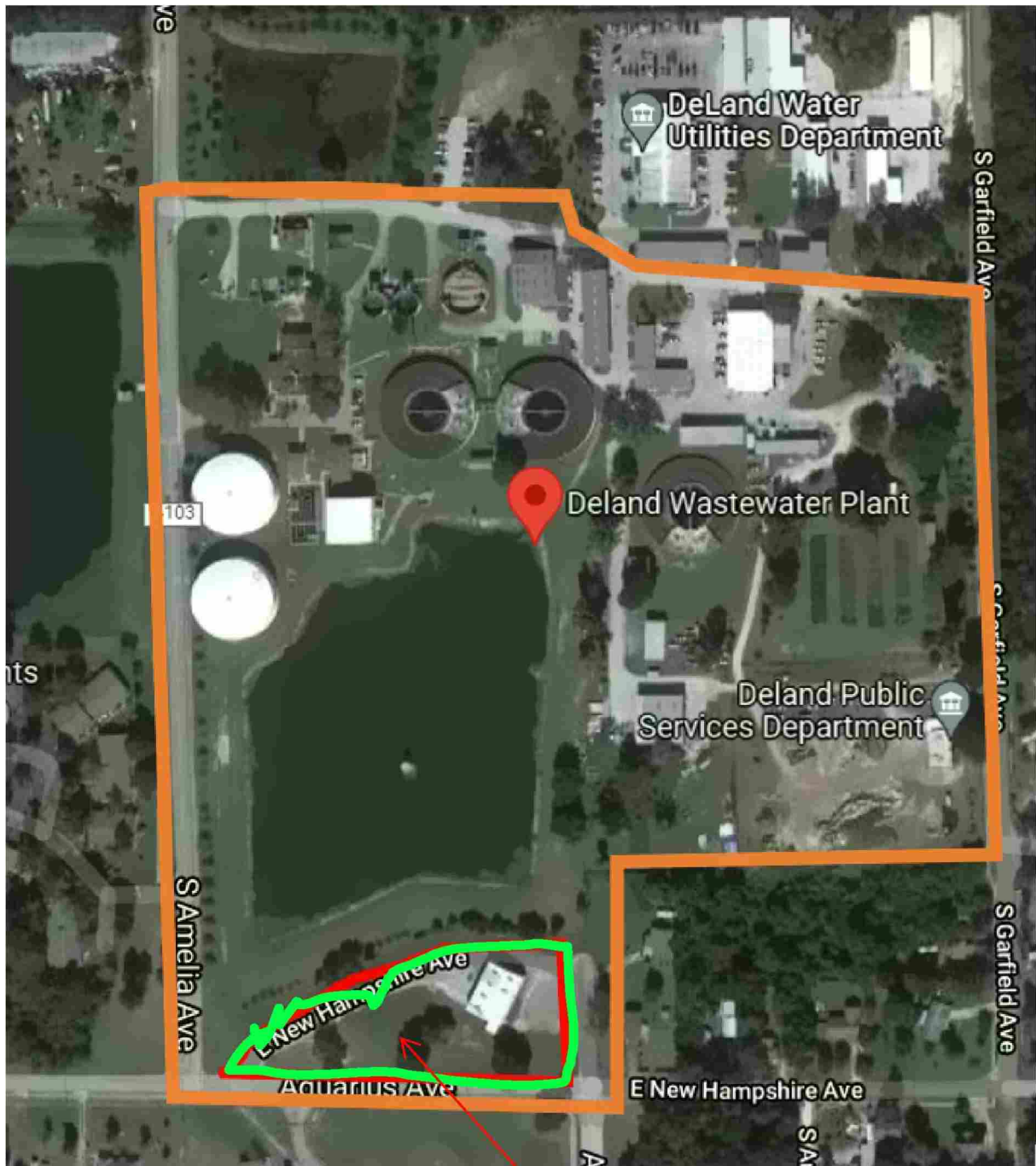
Phase/Task	Duration to Complete	Starting upon
<i>Phase 1 – Project Management</i>	<i>455 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 2 – Preliminary Design</i>	<i>90 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 3 – Project Design</i>	<i>270 days</i>	<i>Client approval of BODR</i>
<i>Phase 4 – Preparation of Permit Documents</i>	<i>30 days</i>	<i>Client approval of 90% Design</i>
<i>Phase 5 – Bidding Assistance/ CMAR Support</i>	<i>90 days</i>	<i>Acceptance of 100% Design</i>
<i>Phase 6 – Funding Assistance</i>	<i>455 days</i>	<i>Receipt of notice to proceed</i>
<i>Phase 7 – Subconsultants and Reimbursables</i>	<i>365 days</i>	<i>Receipt of notice to proceed</i>

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

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

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

Exhibit “A” – DeLand WRF Project Limits



Included in Scope



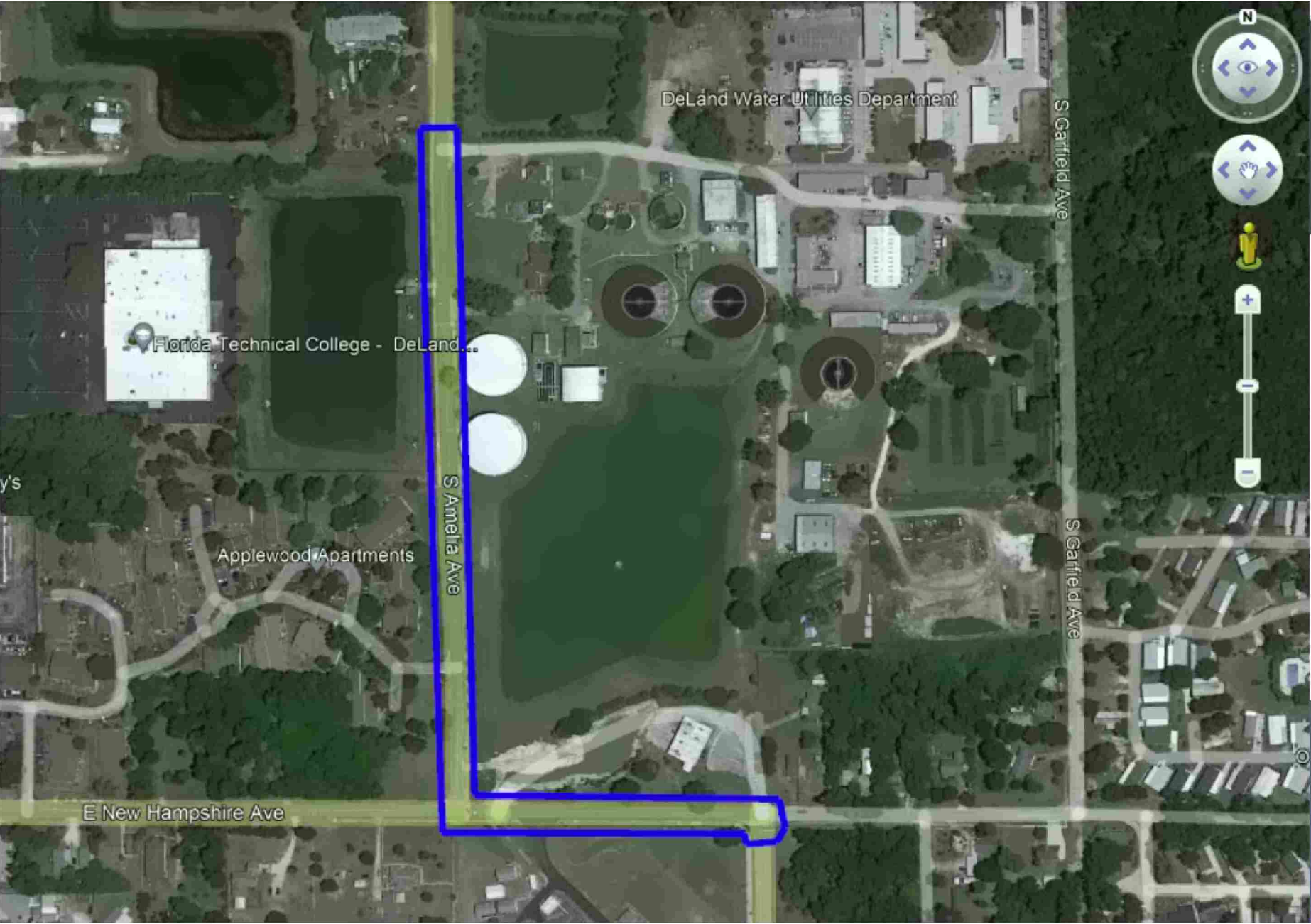


EXHIBIT “B”

(RATES OF COMPENSATION)

COMPENSATION

The not-to-exceed cost for this Scope of Services, including Contingency Funds, is \$2,218,000. The Contingency Funds authorized for use on this project may only be expended upon written approval from the CITY. Any out-of-scope work performed requiring the release of Contingency Funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the CITY.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$267,000</i>	<i>Lump Sum</i>
<i>Phase 2 – Preliminary Design</i>	<i>\$354,000</i>	<i>Lump Sum</i>
<i>Phase 3 – Project Design</i>	<i>\$1,090,000</i>	<i>Lump Sum</i>
<i>Phase 4 – Permitting</i>	<i>\$74,000</i>	<i>Lump Sum</i>
<i>Phase 5 – Bidding Assistance/ CMAR Support</i>	<i>\$62,000</i>	<i>Time and Materials</i>
<i>Phase 6 – Funding Assistance</i>	<i>\$41,000</i>	<i>Lump Sum</i>
<i>Subtotal</i>	\$1,888,000	
<i>Phase 7 – Subconsultants/Reimbursables</i>	<i>\$236,000</i>	<i>Actual Cost +10%</i>
<i>Phase 8 – Contingency at 5%</i>	<i>\$94,000</i>	<i>Time & Expenses</i>
TOTAL	2,218,000¹	

1. See Itemization of manhours

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of forty-five (45) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: **CITY OF DELAND**

Approved by: **MEAD & HUNT, INC.**

By: _____

By: _____ 

Name: _____

Name: Brad Blais

Title: _____

Title: VP/ Client Manager

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

Date: _____

Date: January 31, 2022



CITY OF DELAND
WATER RECLAMATION FACILITY EXPANSION AND UPGRADES (RFQ #22-01)
ESTIMATED MANHOUR SCHEDULE
January 2022

		Civil/Mechanical							Electrical		Structural			Architecture	Financing	Construction	Administrative	Process & Modeling (\$) - Wright Pierce ¹		
Phase	Description	Brad Senior Associate, Principal	Anant Project Engineer	Matt G. Engineer I	Tanner Engineer I	Tyler Engineer III	Richard P. Technician III	Jon N Senior Technician	Keff Senior Project Engineer	EE Designer Engineer I	Bill Black Senior Project Engineer	Josh W Engineer I	Paul W Technician II	Don K Senior Project Engineer	Sharon Technician IV	Noah Technician IV	Bernadette Clerical		Mileage	Total Task (\$)
	Billing Rates (2022)	\$ 210.00	\$ 177.00	\$ 130.00	\$ 130.00	\$ 160.00	\$ 133.00	\$ 163.00	\$ 191.00	\$ 130.00	\$ 191.00	\$ 130.00	\$ 117.00	\$ 191.00	\$ 149.00	\$ 149.00	\$ 78.00		\$ 0.59	See Below
1	Project Management																			
	Project Coordination and Invoicing	96	480	50					60	60							120			\$ 140,240
	Internal Kick-Off Meeting	8	8	24	16		8	8	16	8	2	2	2							\$ 15,636
	External Kick-Off Meeting	8	8	8					8		2	2	2						\$ -	\$ 6,540
	Design Progress Meetings	24	48	60	60	16	60	60	24	24	24	24			24	24	40			\$ 75,136
	Commission Meetings	10	10												30					\$ 8,340
	Manufacturer Demonstrations and Site Visits	40	40	40																\$ 20,680
	Subtotals	186	594	182	76	16	68	68	108	92	28	28	4	0	54	24	160	0	\$ -	\$ 267,000
2	Preliminary Design																			
	Survey Coordination		4	16	24		40	40			2	2	2							\$ 18,624
	Subsurface Underground Engineering (SUE) Coordination		4	24	24						8	4								\$ 8,996
	Utility Coordination			16	24				8		4	4	4							\$ 8,480
	Draft Basis of Design Report (BODR)	32	80	180	120	40	160		40		8	8			8					\$ 98,960
	Evaluation of UV Disinfection	40	80	120			80													\$ 48,800
	Biowin Modeling	8	40		200													\$ 35,850.00		\$ 70,610
	CFD Modeling	8	40															\$ 35,850.00		\$ 44,610
	QA/QC BODR	8	24						8		4	4				16	40			\$ 14,244
	Draft BODR Meeting	8	8	8					8		2	2							\$ -	\$ 6,306
	Final BODR	2	16	24					24		8	8			8					\$ 14,716
	Draft BODR Comment/Response Log			8	4				8		4	4								\$ 4,372
	QA/QC Final BODR	8	24	24					8		4	4					40			\$ 14,980
	Subtotals	114	320	420	396	40	280	40	104	0	44	40	6	0	16	16	80	\$ 71,700.00	\$ -	\$ 354,000
3	Project Design																			
	A. Civil, Site and Yard Piping																			
	i. 30%	7	25	37	18	6	75	38	22	9	11	11	15		0	0	0			\$ 40,713
	ii. 60%	6	14	38	12	6	90	45	32	9	11	11	22		6	0	0		\$ -	\$ 44,791
	iii. 90%	3	10	17	12	0	75	38	23	9	11	14	19		0	0	0			\$ 33,915
	iv 100%	8	8	10	0	6	15	8	14	6	8	14	13		6	0	0			\$ 17,811
	B. Influent Pump Station, Screening and Odor Control																			
	i. 30%	6	20	30	14	5	60	30	17	7	9	9	12		0	0	0		\$ -	\$ 32,571
	ii. 60%	5	11	31	10	5	72	36	25	7	9	9	17		5	0	0			\$ 35,833
	iii. 90%	2	8	13	10	0	60	30	18	7	9	12	15		0	0	0			\$ 27,132
	iv 100%	6	7	8	0	5	12	6	11	5	7	12	10		5	0	0			\$ 14,249
	C. Pre-treatment, Grit Removal and Flow Splitting																		\$ -	
	i. 30%	7	25	37	18	6	75	38	22	9	11	11	15		0	0	0			\$ 40,713
	ii. 60%	6	14	38	12	6	90	45	32	9	11	11	22		6	0	0			\$ 44,791
	iii. 90%	3	10	17	12	0	75	38	23	9	11	14	19		0	0	0			\$ 33,915
	iv 100%	8	8	10	0	6	15	8	14	6	8	14	13		6	0	0		\$ -	\$ 17,811
	D. 5-Stage BNR Trains (5 MGD)																			
	i. 30%	10	34	50	24	8	100	50	29	12	14	14	20		0	0	0	\$ 47,800		\$ 102,084
	ii. 60%	8	18	51	16	8	120	60	42	12	15	15	29		8	0	0	\$ 59,750		\$ 119,471
	iii. 90%	4	14	22	16	0	100	50	30	12	15	19	25		0	0	0	\$ 47,800		\$ 93,020
	iv 100%	10	11	13	0	8	20	10	18	8	11	19	17		8	0	0	\$ 11,950		\$ 35,698
	E. Clarifiers																			
	i. 30%	8	29	42	20	7	85	43	24	10	12	12	17		0	0	0			\$ 46,142
	ii. 60%	7	15	44	14	7	102	51	36	10	13	13	24		7	0	0			\$ 50,763
	iii. 90%	3	12	19	14	0	85	43	26	10	13	16	21		0	0	0			\$ 38,437
	iv 100%	9	10	11	0	7	17	9	16	7	10	16	14		7	0	0			\$ 20,185
	F. Chlorine Contact Chamber																			
	i. 30%	5	17	25	12	4	50	25	14	6	7	7	10		0	0	0			\$ 27,142
	ii. 60%	4	9	26	8	4	60	30	21	6	8	8	14		4	0	0			\$ 29,861
	iii. 90%	2	7	11	8	0	50	25	15	6	8	10	12		0	0	0			\$ 22,610
	iv 100%	5	6	6	0	4	10	5	9	4	6	10	8		4	0	0			\$ 11,874
	G. Effluent Transfer Pump Station																			
	i. 30%	2	8	12	6	2	25	13	7	3	4	4	5		0	0	0			\$ 13,571
	ii. 60%	2	5	13	4	2	30	15	11	3	4	4	7		2	0	0			\$ 14,930
	iii. 90%	1	3	6	4	0	25	13	8	3	4	5	6		0	0	0			\$ 11,305
	iv 100%	3	3	3	0	2	5	3	5	2	3	5	4		2	0	0			\$ 5,937
	H. Filter Tie-ins																			
	i. 30%	0	2	2	1	0	5	3	1	1	1	1	1		0	0	0			\$ 2,714
	ii. 60%	0	1	3	1	0	6	3	2	1	1	1	1		0	0	0			\$ 2,986
	iii. 90%	0	1	1	1	0	5	3	2	1	1	1	1		0	0	0			\$ 2,261
	iv 100%	1	1	1	0	0	1	1	1	0	1	1	1		0	0	0			\$ 1,187
	I. Solids Handling Improvements (with New Sludge Handling Building)																			



CITY OF DELAND
WATER RECLAMATION FACILITY EXPANSION AND UPGRADES (RFQ #22-01)
ESTIMATED MANHOURLY SCHEDULE
January 2022

		Civil/Mechanical							Electrical		Structural			Architecture	Financing	Construction	Administrative	Process & Modeling (\$) - Wright Pierce¹		
Phase	Description	Brad Senior Associate, Principal	Anant Project Engineer	Matt G. Engineer I	Tanner Engineer I	Tyler Engineer III	Richard P. Technician III	Jon N Senior Technician	Keff Senior Project Engineer	EE Designer Engineer I	Bill Black Senior Project Engineer	Josh W Engineer I	Paul W Technician II	Don K Senior Project Engineer	Sharon Technician IV	Noah Technician IV	Bernadette Clerical		Mileage	Total Task (\$)
	i. 30%	2	8	12	6	2	25	13	7	3	4	4	5		0	0	0			\$ 13,571.1
	ii. 60%	2	5	13	4	2	30	15	11	3	4	4	7	24	2	0	0			\$ 19,514.3
	iii. 90%	1	3	6	4	0	25	13	8	3	4	5	6		0	0	0			\$ 11,305.1
	iv 100%	3	3	3	0	2	5	3	5	2	3	5	4	16	2	0	0			\$ 8,992.9
	Subtotals	158	382	678	280	120	1700	850	600	220	280	340	452	40	80	0	0	\$ 167,300	\$ -	\$ 1,090,000
4	Permitting																			
	FDEP Wastewater Construction Permit	8	20		80		40													\$ 20,940
	Pre-Application Meeting	4	8		8														\$ -	\$ 3,296
	FDEP Wastewater Construction Permit RAI	8	16		24															\$ 7,632
	FDEP Environmental Resource Permit	8	20		40															\$ 10,420
	Pre-Application Meeting	4	8		8														\$ -	\$ 3,296
	FDEP Environmental Resource Permit RAI	8	16		24															\$ 7,632
	City of DeLand Site Plan	8	8		32				8		8									\$ 10,312
	Pre-Application Meeting	4	8		8														\$ -	\$ 3,296
	City of DeLand Site Plan RAI	8	16		24															\$ 7,632
	Subtotals	60	120	0	248	0	40	0	8	0	8	0	0	0	0	0	0	\$ -	\$ 74,000	
5	Bidding Assistance/ CMAR Support²																			
	a) Bidding Assistance	48	48	24					24		24								\$ -	\$ 30,864
	b) CMAR Support	48	48	24					24		24									\$ 30,864
	Subtotals	96	96	48	0	0	0	0	48	0	48	0	0	0	0	0	0		\$ -	\$ 62,000
6	Funding Assistance																			
	Grant Applications and Assistance	8	8												80					\$ 15,016
	Readiness to Proceed Documents	8	8												40					\$ 9,056
	Prebid Meeting	8	8												8					\$ 4,288
	Authority to Award Documents	8	8												40					\$ 9,056
	Notice to Proceed, Contract Documents, and Certification of Contractor's Insurance and Bonding														24					\$ 3,576
	Subtotals	32	32	0	0	0	0	0	0	0	0	0	0	0	192	0	0	\$ -	\$ 41,000	
	TOTAL ALL TASKS	646	1,544	1,328	1,000	176	2,088	958	868	312	408	408	462	40	342	40	240	239,000	\$ -	\$ 1,888,000
7	Subconsultants and Reimbursables Breakdown:																	Lump Sum Total		\$ 1,888,000
	Description	Amount																Subs/Reimbursables		\$ 236,000
	Subconsultant #1 - Bechtol Engineering & Testing	\$ 72,000.00																Phase 8: 5% Contingency		\$ 94,000
	Subconsultant #2 - SSMC Survey	\$ 154,000.00																GRAND TOTAL		\$ 2,218,000
	FDEP Permitting Allowance	\$ 5,000.00																		
	Printing/Reproduction/Postage	\$ 5,000.00																		
	Total	\$ 236,000.00																		

Notes

1. Wright Pierce not be subject to 10% markup, fees included with lump sum proposal.

2. If CITY chooses the CMAR Option, the Bid Assistance amount as identified will be utilized for all CMAR support before any time & materials (T&M) apply.

EXHIBIT "C"
WORK ORDER FORM

[date]

WORK ORDER NO. _____ 01 _____

PROJECT: [project name]

CONSULTANT: [consultant name]

Execution of this Work Order by the CITY shall serve as authorization of CONSULTANT to provide for the above project, professional services as set out in the documents which are attached and made a part hereof. The CONSULTANT shall provide said services pursuant to this Work Order, its attachment(s) and that certain Agreement of [date] between the CITY and CONSULTANT which is incorporated herein by reference as if it had been set out in its entirety. Whenever this Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The following work authorized by the Work Order shall be completed by [date] from the notice to proceed.

EXAMPLE FOLLOWS:

COMPENSATION: The CITY shall compensate the CONSULTANT a negotiated fixed fee in the amount of \$ [dollar amount] for the service required under this Work Order. The CONSULTANT shall perform all work and/or provide all goods as required by this Work Order, but, in no event, shall the CONSULTANT be paid more than the fee set forth above. Compensation shall occur according to the method described in Exhibit "B" to the aforementioned Agreement.
OR OTHER MEANS OF COMPENSATION SET FORTH

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this __day of __, 20__ for the purposes stated herein.

Attest:

David King
Vice President
Authorized Signatory

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

MEAD AND HUNT, INC.

By: _____
Andrew Platz
President, CEO, Director
Authorized Signatory

CITY OF DELAND

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

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Consideration re Change Order No. 7 – Fire Station No. 81 and Police Evidence Building.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Change Order No.7 , Change Order Attachments

APPROVED BY: Michael Pleus, City Manager, February 16, 2022

SUMMARY/HIGHLIGHT:

At their August 3, 2020 meeting, the City Commission awarded a contract to Keator Construction, LLC. for the new Fire Station 81 and Police Evidence Building. Also approved at that time was a deductive Change Order No. 1 to reduce the project scope to match available funding.

In December 2020, the Commission approved Change Order No. 2 to pay the contractor for additional grout used to stabilize the soil beneath the Police Evidence Building in excess of the estimated quantity.

In March 2021, the City Commission approved Change Order No. 3 to compensate the contractor for miscellaneous additional work performed to include necessary drawing preparation for the Reserve Garage metal building structure to allow sizing and placement of anchor bolts and in-slab components, payment for removal of additional asphalt layers found under the old Elks Lodge parking lot and payment for a redundant fire riser in the new Fire Station No. 81 to be used for firefighter training. Also included was a no-cost request to increase contract time by four weeks (25 calendar days) due to COVID related delays in brick veneer fabrication.

In July 2021, the City Commission approved Change Order No. 4 which included changing all sprinkler heads located in the apparatus bay to nickel plated. Additional walk-off pads were added to the roof for further safety precautions during training. The training tower was modified to accommodate hose training with a pressurized fire riser. The restroom flush valves were modified from manual to battery operated. An additional 2” of concrete was added to the apparatus bay area.

In September 2021, the City Commission approved Change Order No. 5 which included additional landscaping improvements to the east section of the Police Evidence Building site to provide additional plant materials and screening for the resident located next door.

In October 2021, the City commission approved Change Order No. 6 which included the addition of 13 bollards in front of Fire Station 81, new transformers per Duke Energy’s request, and the addition of seven cameras and relocation of two cameras with their associated conduits at the new Fire Station and Police Evidence Building Per the IT Department’s request. Also included was a no-cost request to increase contract time by 41 calendar days due to COVID related delays in Blue Star Generator materials.

This Change Order No. 7, if approved, is comprised of a few items. 1. City Staff requested electrical and IT Changes during a field visit last year. 2. The Fire Department held a field meeting with Keator Construction

and requested relocation of the folding door controls. 3. The Fire Department held a field meeting with Keator Construction and requested the relocation of the roll up door controls. 4. The Police Department requested that a gate operator be added to the exit on Clara Avenue. The funding for this is allocated in the current fiscal year budget. 5. Per the City inspector's request, a fire sprinkler in the elevator was added. 6. Per the Fire Marshal's request, additional smoke detectors were installed for both the new Fire Station and Police Evidence Building. 7. Due to changes in equipment delivery, larger sized water heaters were required, which resulted in the heaters being relocated to new locations. 8. Changes required to coordinate final wall dampers, heaters, supply grilles and lighting in corridor ceilings. 9. The State Elevator Inspector requested additional items above and beyond code to receive the final elevator inspection approval. 10. A small 81 exterior letter at the apparatus bay doors is added. 11. The City Staff requested that one of the large 81 letters at the tower be relocated to the center of the tower. 12. Lighting to the 81 sign is needed by connecting to the exterior lighting circuit. 13. Per the Fire Marshal's request, a remote indicator light for a duct detector is added. 14. Per Fire Marshal's request, an additional NO2/CO sensor is added to the apparatus bay area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The net award for this project approved by the City Commission is currently \$6,523,722.43. This Change Order No. 7, if approved, will increase this award by \$43,459.40 to \$6,567,181.83. Funding will be from General Fund capital reserves and will be included on a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 7, in the amount of \$43,459.40, for the new Fire Station and Police Evidence Building.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 7

Date: February 21, 2022
Project: Fire Station No. 81 and Police Evidence Building
Contractor: Keator Construction, LLC.
599 Maguire Road
Ocoee, FL 34761

Description: Electrical and IT changes; relocation of folding door controls; relocation of the roll-up door controls; gate operator addition to Clara Avenue exit; elevator sprinkler; additional smoke detectors; water heater upsize and relocation; coordination required for final wall dampers, heaters, supply grilles and lighting in corridor ceilings; additional elevator requirements; additional emblems/numbers added; remote indicator light for the duct detector; additional NO2/CO2 sensor.

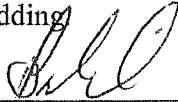
SUMMARY OF CHANGES

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount (Base Bid Items 1-4).....	\$6,590,818.00
(Deductive) Change Order No. 1.....	\$192,425.00
This Change Order No. 2.....	\$50,595.50
This Change Order No. 3.....	\$20,890.47
This Change Order No.4.....	\$35,172.74
This Change Order No.5.....	\$6,979.50
This Change Order No. 6.....	\$11,691.22
This Change Order No. 7.....	\$43,459.40
Adjusted Contract Cost.....	\$6,567,181.83

ENGINEER'S CERTIFICATION:

I hereby certify that, in my considered professional opinion, the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding



Ray Bahrami, P.E.
Engineering Director

2/7/22

Date

KEATOR CONSTRUCTION LLC.



Clark L. Keator
President

2/7/22

Date

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date

Deland Fire Station

12.20.21

revised 2.7.22

Change Order #	Date	Amount	Description	Approved by SSA and City of Deland
#6	03.19.201	\$ 1,321.10	additional horn strobe	Yes 12/20/21
#15	06.18.21	\$ 2,494.80	additional conduits & wiring for folding doors	Yes 12/20/21
#16	06.18.21	\$ 1,883.20	relocate push buttons	Yes 12/20/21
#21	10.04.21	\$ 9,160.80	additional fencing	Yes 12/20/21
#22	10.04.21	\$ 880.00	additional sprinkler head	Yes 12/20/21
#23	10.04.21	\$ 4,413.20	additional smoke detectors	Yes 12/20/21
#24	10.04.21	\$ 807.40	Add card reader @ tower door	Yes 12/20/21
#25	10.04.21	\$ 2,561.90	additional HVAC	Yes 12/20/21
#28	10.25.21	\$ 1,977.80	additional electric @ elevator	Yes 12/20/21
#30	12.01.21	\$ 1,272.70	Add small 81 signs	Yes 12/20/21
#31	10.26.21	\$ 2,306.70	relocate 81 sign on tower	Yes 12/20/21
#32	12.01.21	\$ 1,288.70	additional electrical to 81 signs lift cost removed	Yes 12/20/21
#33	10.28.21	\$ 1,439.90	additional electrical for duct detector	Yes 12/20/21
#34	12.20.21	\$ 11,651.20	co2 amd EERS system changes requested	Revised 1.24.22
TOTAL		\$ 43,459.40		



Keator Construction, LLC



E-MAILED

3/19/21

CHANGE ORDER

1 OF 2

Change Order Number: 20336-06

Date: 03/19/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	53,793.30
The Contract Sum prior to this Change Order was	\$	6,452,186.30
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	1,321.10
The new Contract Sum including this Change Order will be	\$	6,453,507.40
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

200 E. Robinson St., Suite 300
Orlando, FL 32801

599 Maguire Road
Ocoee, FL 34761

1102 S. Garfield Avenue
Deland, FL 32724

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Typed name

Typed name

Typed name

DATE

DATE

DATE



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: **20336-06**

Date: **03/19/2021**

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Narrative for this Change

All 3 Electric \$1201.00
-Cost to make PR-4 plan changes

General Contractor Fee (10%) \$120.10

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
06: 20336-06	0	1,321.10
- No Work Description.		
https://redteam.link/wgf4crv		

Jeffsherron

From: Ray Bahrami <Bahramir@deland.org>
Sent: Tuesday, March 23, 2021 12:17 PM
To: Jeffsherron; Keith Riger
Subject: RE: Deland Fire Change Order No. 6
Attachments: Deland Change Order No. 6 IT PR-4.pdf

Hi Jeff,

The change order amount is too small to get approval from the City Commission at this time. But please proceed with the work.

Ray Bahrami, P.E., PMP, CPM, CFM
Deputy Public Services Director/City Engineer
City of DeLand
(386) 626-7189

From: Jeffsherron <jeffsherron@constructfl.com>
Sent: Tuesday, March 23, 2021 11:04 AM
To: Keith Riger <Rigerk@deland.org>; Ray Bahrami <Bahramir@deland.org>
Subject: Deland Fire Change Order No. 6

Keith & Ray

Has this been approved to release Electrical Sub, please let us know?

Thanks

Jeff Sherron
Project Manager

599 Maguire Road
Ocoee, Florida 34761
Phone: (407) 894-7661 Ext. 123
Fax: (407) 894-0107
Cell: (407) 947-9542
jeffsherron@constructfl.com
www.keatorconstruction.com



Maintaining a steadfast commitment to building with excellence since 1984.

Shaw Rowland

From: Darryl Elksnis <delksnis@lifesafetydesigns.com>
Sent: Monday, March 15, 2021 4:35 PM
To: Shaw Rowland
Cc: Bernard Jones
Subject: RE: DeLand Fire Station 81 and Police Evidence Facility - PR No. 4

Shaw:

Our add to supply and install the additional horn strobe would be \$197.00.

Thank you,

Darryl Elksnis



From: Bernard Jones <bjones@lifesafetydesigns.com>
Sent: Monday, March 15, 2021 2:15 PM
To: Darryl Elksnis <delksnis@lifesafetydesigns.com>
Subject: FW: DeLand Fire Station 81 and Police Evidence Facility - PR No. 4

Fyi,

From: Shaw Rowland <srowland@all3electric.com>
Sent: Monday, March 15, 2021 2:09 PM
To: Bernard Jones <bjones@lifesafetydesigns.com>
Cc: Tom Pounds <tpounds@lifesafetydesigns.com>
Subject: FW: DeLand Fire Station 81 and Police Evidence Facility - PR No. 4

Good afternoon guys,

Please see the attached as it looks like they are wanting to add a horn in the apparatus bay at the fire station on sheet E-102. Please let me know if there's a cost involved.

Thanks

Sincerely,

Shaw Rowland
Sr. Project Manager
All 3 Electric



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

March 16, 2021

Jeff Sherron
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#1 PR-4

Dear Jeff,
All 3 Electric Company is submitting a cost change proposal for:

Added work associated with PR-4 for IT needs resulting from a meeting on site February 25, 2021 with revised drawings. This price includes material and labor for boxes, stubs, conduit and shunt trip button only. Any systems cabling and equipment is specifically excluded from this proposal.

The price for said scope of work is: **\$1,201.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (1) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.
 - ~ Repairs to caulking necessitated by the scope of this change order.
 - ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems

installed by others, necessitated by the scope of this change order.

~ Repairs to landscaping components necessitated by the scope of this change order
Scope.

~ Repairs to sidewalks or curbing necessitated by the scope of this change order.

~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the
scope of this change order.

~ Repair of damage incurred by other trades.

~ Re-inspection fees for inspections called in without the knowledge and agreement of
All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further
assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 3/15/2021

Description: PR-4

Project No: 20-217

Estimate Totals

1.	Material	(without sales tax)	\$528
2.	Labor Hours		5
3.	Rental Equipment	(without sales tax)	\$125
4.	Subcontract		\$197

Variables

5.	Labor Rate		\$29.50
6.	Labor Rate (Supervision)		\$39.50
7.	Sales Tax	(percent of material)	6.50
8.	Expendable Material	(percent of material)	0.00
9.	Labor Burden	(percent of labor)	35.00
10.	Tools and Equipment	(percent of labor)	0.00
11.	Supervision	(percent of labor)	0.00
12.	Clean-up	(percent of labor)	0.00
13.	Jobsite Truck	(percent of labor)	0.00
14.	Project Mgr / Engineer	(percent of labor)	0.00
15.	Overhead	(percent of line 28)	10.00
16.	Profit	(percent of line 30)	0.00
17.	P & P Bond Premiums	(percent of line 32)	0.00

Extension

18.	Material	\$528	
19.	Sales Tax on Material	\$34	
20.	Fixtures	\$125	
21.	Sales Tax on Fixtures	\$8	
22.	Subcontract	\$197	
23.	Labor	\$148	
24.	Labor Burden	\$52	
25.	Tools and Equipment	\$0	
26.	Project Mgr / Engineer	\$0	
27.	Jobsite Truck	\$0	
28.	Subtotal		\$1,092
29.	Overhead	\$109	
30.	Subtotal		\$1,201
31.	Profit	\$0	
32.	Total		\$1,201
33.	P & P Bond Premiums	\$0	

GRAND TOTAL

\$1,201

NOTES

Item					Material				Custom ...			Labor		
Size	Item Desc	Qty	UOM	Item Sour...	Mat Unit	Mat Adj	Mat Ext	Mat Phas...	C...	C...	C...	Lbr Unit	Lbr Adj	Lbr Ext
3/4"	EMT	30.00	FEET		0.95	1.00	28.50	1				0.0200	1.0000	0.6000
1"	EMT	190.00	FEET		1.61	1.00	305.90	1				0.0400	1.0000	7.6000
1 1/2"	EMT	-160.00	FEET		2.24	1.00	-358.40	2				0.0600	1.0000	-9.6000
3/4"	EMT STEEL SS CONN	12.00	EACH		2.60	1.00	31.20	1				0.0600	1.0000	0.7200
1"	EMT STEEL SS CONN	34.00	EACH		4.47	1.00	151.98	1				0.0600	1.0000	2.0400
1 1/2"	EMT STEEL SS CONN	-16.00	EACH		1.28	1.00	-20.48	2				0.1000	1.0000	-1.6000
3/4"	PLASTIC BUSHINGS	3.00	EACH		0.70	1.00	2.10	1				0.1200	1.0000	0.3600
1"	PLASTIC BUSHINGS	19.00	EACH		1.07	1.00	20.33	1				0.1500	1.0000	2.8500
1"	EMT 1 HOLE STRAP	32.00	EACH		1.62	1.00	51.84	1				0.0300	1.0000	0.9600
1 1/2"	EMT 1 HOLE STRAP	-32.00	EACH		0.86	1.00	-27.52	2				0.0400	1.0000	-1.2800
3/4"	CADDY 35012P MTL STD	4.00	EACH		1.10	1.00	4.40	1				0.0300	1.0000	0.1200
1"	CADDY 35016P MTL STD	24.00	EACH		1.16	1.00	27.84	1				0.0300	1.0000	0.7200
	CADDY 350 BOX SUPT	6.00	EACH		0.60	1.00	3.60	1				0.0300	1.0000	0.1800
4 SQ BOX 2-1/8D 1 KO		6.00	EACH		8.32	1.00	49.92	7				0.1200	1.0000	0.7200
4 SQ	5/8D PLASTER RING	6.00	EACH		3.61	1.00	21.66	7				0.1000	1.0000	0.6000
	FLUSH MUSH/HD PB ST.	1.00	EACH		236.00	1.00	236.00	6				0.4000	1.0000	0.4000
Grand Totals							528.87							5.3900

MR

Karan Wiltshire

From: Jeffsherron <jeffsherron@constructfl.com>
Sent: Wednesday, March 24, 2021 7:19 AM
To: Karan Wiltshire
Subject: FW: Deland Fire Change Order No. 6
Attachments: Deland Change Order No. 6 IT PR-4.pdf

Please send change order to All 3 Electrical, Inc. per Ray approval

Thanks

Jeff Sherron
Project Manager

599 Maguire Road
Ocoee, Florida 34761
Phone: (407) 894-7661 Ext. 123
Fax: (407) 894-0107
Cell: (407) 947-9542
jeffsherron@constructfl.com
www.keatorconstruction.com



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From: Ray Bahrami [mailto:Bahramir@deland.org]
Sent: Tuesday, March 23, 2021 12:17 PM
To: Jeffsherron <jeffsherron@constructfl.com>; Keith Riger <Rigerk@deland.org>
Subject: RE: Deland Fire Change Order No. 6

Hi Jeff,

The change order amount is too small to get approval from the City Commission at this time. But please proceed with the work.

Ray Bahrami, P.E., PMP, CPM, CFM
Deputy Public Services Director/City Engineer
City of DeLand
(386) 626-7189

From: Jeffsherron <jeffsherron@constructfl.com>
Sent: Tuesday, March 23, 2021 11:04 AM



Keator Construction, LLC

E-MAILED
6/18/21
CHANGE ORDER
1 OF 2

Change Order Number: 20336-15

Date: 06/18/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	64,556.70
The Contract Sum prior to this Change Order was	\$	6,462,949.70
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	2,494.80
The new Contract Sum including this Change Order will be	\$	6,465,444.50
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture	Keator Construction, LLC	City of Deland
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
200 E. Robinson St., Suite 300 Orlando, FL 32801	599 Maguire Road Ocoee, FL 34761	1102 S. Garfield Avenue Deland, FL 32724
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
	CHARL KATZ	
Typed name	Typed name	Typed name
	6.18.21	
DATE	DATE	DATE



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-15

Date: 06/18/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001**Customer
Contract ID:**

Narrative for this Change

All 3 Electric \$2268.00

-Cost to add conduit & wiring necessary for folding doors not clearly shown on plans

General Contractor Fee (10%) \$226.80

Details

INCLUDED IN THIS CHANGE:*(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

	Days	Amount
15: 20336-15	0	2,494.80
- No Work Description.		
https://redteam.link/k5me2i0		



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

July 16, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#4A Bay Folding Door Controls

Dear Ken,
All 3 Electric Company is submitting an UPDATED cost change proposal for:

Added work associated with adding conduit and wiring for folding door controls per attached lay out after meeting with the fire department on 5/5/21. This price includes material and labor for new wiring, conduit, boxes, etc.

The price for said scope of work is: **\$2,373.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (3) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.
 - ~ Repairs to caulking necessitated by the scope of this change order.
 - ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems

installed by others, necessitated by the scope of this change order.

~ Repairs to landscaping components necessitated by the scope of this change order Scope.

~ Repairs to sidewalks or curbing necessitated by the scope of this change order.

~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the scope of this change order.

~ Repair of damage incurred by other trades.

~ Re-inspection fees for inspections called in without the knowledge and agreement of All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 7/16/2021

Description: Folding Doors Low Voltage

Project No: 20-217

Estimate Totals

1. Material	(without sales tax)	\$848
2. Labor Hours		27
3. Rental Equipment	(without sales tax)	\$125
4. Subcontract		\$0

Variables

5. Labor Rate		\$29.50
6. Labor Rate (Supervision)		\$39.50
7. Sales Tax	(percent of material)	6.50
8. Expendable Material	(percent of material)	0.00
9. Labor Burden	(percent of labor)	35.00
10. Tools and Equipment	(percent of labor)	0.00
11. Supervision	(percent of labor)	2.00
12. Clean-up	(percent of labor)	0.00
13. Jobsite Truck	(percent of labor)	0.00
14. Project Mgr / Engineer	(percent of labor)	2.00
15. Overhead	(percent of line 28)	10.00
16. Profit	(percent of line 30)	0.00
17. P & P Bond Premiums	(percent of line 32)	0.00

Extension

18. Material	\$848	
19. Sales Tax on Material	\$55	
20. Fixtures	\$125	
21. Sales Tax on Fixtures	\$8	
22. Subcontract	\$0	
23. Labor	\$818	
24. Labor Burden	\$286	
25. Tools and Equipment	\$0	
26. Project Mgr / Engineer	\$16	
27. Jobsite Truck	\$0	
28. Subtotal		\$2,157
29. Overhead	\$216	
30. Subtotal		\$2,373
31. Profit	\$0	
32. Total		\$2,373
33. P & P Bond Premiums	\$0	

GRAND TOTAL

\$2,373

NOTES

Item					Material			Labor		
Size	Item Desc	Qty	UOM	Item Source	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
1/2"	EMT	240.00	FEET		0.60	1.00	144.00	0.0300	1.0000	7.2000
1/2"	EMT STEEL SS CONN	48.00	EACH		1.60	1.00	76.80	0.0600	1.0000	2.8800
1/2"	EMT STEEL SS COUP	24.00	EACH		2.12	1.00	50.88	0.0300	1.0000	0.7200
1/2"	PLASTIC BUSHINGS	48.00	EACH		0.55	1.00	26.40	0.1000	1.0000	4.8000
1/4-20	TAMPIN	16.00	EACH		0.23	1.00	3.68	0.0300	1.0000	0.4800
1/4"	#10-12X1-1/4 ANCHKIT	1.00	EACH		9.00	1.00	9.00	0.2500	1.0000	0.2500
1/2"	UNISTRUT STRAP	30.00	EACH		1.82	1.00	54.60	0.0250	1.0000	0.7500
4 SQ BOX	2-1/8D 1/2 & 3/4 KO	32.00	EACH		5.78	1.00	184.96	0.1200	1.0000	3.8400
4 SQ	4 SQ BLANK COVER	32.00	EACH		1.42	1.00	45.44	0.0300	1.0000	0.9600
14	THHN SOL CU	1,010.00	FEET		0.25	1.00	252.50	0.0040	1.0000	4.0400
	NEMA 4 MUSH/HD PB ST	4.00	EACH		Manual	1.00	0.00	0.4000	1.0000	1.6000
Grand Totals							848.26			27.5200



Keator Construction, LLC



E-MAILED

6/18/21

CHANGE ORDER

1 OF 2

Change Order Number: 20336-16

Date: 06/18/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	64,556.70
The Contract Sum prior to this Change Order was	\$	6,462,949.70
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	1,883.20
The new Contract Sum including this Change Order will be	\$	6,464,832.90
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture	Keator Construction, LLC	City of Deland
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
200 E. Robinson St., Suite 300 Orlando, FL 32801	599 Maguire Road Ocoee, FL 34761	1102 S. Garfield Avenue Deland, FL 32724
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Typed name	Typed name	Typed name
	6-18-21	
DATE	DATE	DATE



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-16

Date: 06/18/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

All 3 Electric \$1712.00

-cost to relocate and install added necessary conduit for push button controls for motorized roll up doors

General Contractor Fee (10%) \$171.20

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
16: 20336-16	0	1,883.20
- No Work Description.		
https://redteam.link/docctl		



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

June 18, 2021

Jeff Sherron
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#4B Relocated Bay Doors Pushbutton Controls

Dear Jeff,
All 3 Electric Company is submitting a cost change proposal for:

Added work associated with relocating pushbutton remote stations for motorized roll up doors and relocating pushbutton remote stations for the folding doors per attached lay out after meeting with the fire department on 5/5/21. This price includes material and labor for new wiring, conduit, boxes, etc.

The price for said scope of work is: **\$1,712.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (2) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.
 - ~ Repairs to caulking necessitated by the scope of this change order.
 - ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems

installed by others, necessitated by the scope of this change order.

~ Repairs to landscaping components necessitated by the scope of this change order
Scope.

~ Repairs to sidewalks or curbing necessitated by the scope of this change order.

~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the
scope of this change order.

~ Repair of damage incurred by other trades.

~ Re-inspection fees for inspections called in without the knowledge and agreement of
All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further
assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 6/18/2021

Description: Relocate and Extend Door Control Pushbuttons

Project No: 20-217

Estimate Totals		
1.	Material	(without sales tax) \$651
2.	Labor Hours	15
3.	Rental Equipment	(without sales tax) \$225
4.	Subcontract	\$0
Variables		
5.	Labor Rate	\$29.50
6.	Labor Rate (Supervision)	\$39.50
7.	Sales Tax	(percent of material) 6.50
8.	Expendable Material	(percent of material) 0.00
9.	Labor Burden	(percent of labor) 35.00
10.	Tools and Equipment	(percent of labor) 0.00
11.	Supervision	(percent of labor) 2.00
12.	Clean-up	(percent of labor) 0.00
13.	Jobsite Truck	(percent of labor) 0.00
14.	Project Mgr / Engineer	(percent of labor) 2.00
15.	Overhead	(percent of line 28) 10.00
16.	Profit	(percent of line 30) 0.00
17.	P & P Bond Premiums	(percent of line 32) 0.00
Extension		
18.	Material	\$651
19.	Sales Tax on Material	\$42
20.	Fixtures	\$225
21.	Sales Tax on Fixtures	\$15
22.	Subcontract	\$0
23.	Labor	\$455
24.	Labor Burden	\$159
25.	Tools and Equipment	\$0
26.	Project Mgr / Engineer	\$9
27.	Jobsite Truck	\$0
28.	Subtotal	\$1,556
29.	Overhead	\$156
30.	Subtotal	\$1,712
31.	Profit	\$0
32.	Total	\$1,712
33.	P & P Bond Premiums	\$0
GRAND TOTAL		\$1,712

NOTES

Item					Material			Labor		
Size	Item Desc	Qty	UOM	Item Source	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
3/4"	EMT	240.00	FEET		0.95	1.00	228.00	0.0300	1.0000	7.2000
3/4"	EMT STEEL SS CONN	16.00	EACH		2.60	1.00	41.60	0.0600	1.0000	0.9600
3/4"	EMT STEEL SS COUP	24.00	EACH		3.20	1.00	76.80	0.0300	1.0000	0.7200
3/4"	PLASTIC BUSHINGS	8.00	EACH		0.70	1.00	5.60	0.1200	1.0000	0.9600
3/4"	UNISTRUT STRAP	30.00	EACH		2.05	1.00	61.50	0.0250	1.0000	0.7500
14	THHN SOL CU	1,250.00	FEET		0.19	1.00	237.50	0.0040	1.0000	5.0000
Grand Totals							651.00			15.5900



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-21

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

Contract 12/07/2020
Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	99,729.44
The Contract Sum prior to this Change Order was	\$	6,498,122.44
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	9,160.80
The new Contract Sum including this Change Order will be	\$	6,507,283.24
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire Road
Ocoee, FL 347611102 S. Garfield Avenue
Deland, FL 32724**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-21

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

Accurate Fence \$8328.00
-Costs associated with change to fence (Per City of Deland)

General Contractor Fee (10%) \$832.80

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
21: 20336-21	0	9,160.80
- No Work Description.		
https://redteam.link/uwe78js		



Mike DeFabbio
 President/CEO
 18580 E. Colonial Dr.
 Orlando, FL 32820 Unit #16
 321-438-8833
 mike@accuratefence.net

PROPOSAL/PROJECT ACCEPTANCE & AGREEMENT

PROPOSAL DATE: 09/09/2021

ATTENTION: Lynette Diaz (Keator Const.)

PROJECT INFORMATION: Deland F/S & Police Evidence Bldg. Change Order #3

SCOPE OF WORK: Gate Operator/Accessories/Fence

Quantity	Description		Total Cost
	The following items will be credited back to this project due to A3 Communications performing/supplying below items in red.		
1	Deduct SOS sensors.	-\$493.00 ea.	-\$986.00
1	Deduct keypad gooseneck stands.	-\$118.00 ea.	-\$236.00
1	Deduct interior push buttons.	-\$47.00 ea.	-\$94.00
1	Deduct receivers.	-\$44.00 ea.	-\$88.00
1	Deduct keypads.	-\$212.00 ea.	-\$424.00
1	Deduct free exit loops.	-\$489.00 ea.	-\$978.00
		Total Credit	\$2806.00
1	Proposal to supply and install (1) additional gate operator on chain link cantilever gate at evidence building to exit on Clara Ave. per request at site visit.		\$8972.00
1	Add back 9' of Ameristar steel fence previously deducted from C/O #2 at northeast corner of property at evidence building.		\$614.00
1	Add back 9' of chain link fence previously deducted from C/O #2 at southeast corner of property at evidence building.		\$94.00
1	Supply and install (3) additional terminal posts with all necessary fittings to box out around trees at north side of fire station property.		\$1454.00
	TOTAL OWED FOR CHANGE ORDER #3.		\$8328.00
	PLEASE NOTE: ALL PRICING IS SUBJECT TO CHANGE. ALL MATERIALS HAVE AN EXTENDED WAIT TIME STARTING JANUARY 1 ST , 2021. ALL PRICING IS GOOD FOR 5 DAYS FROM DATE OF PROPOSAL. A CONTRACT WILL NOT GUARANTEE/LOCK IN PRICES DUE TO CONSTANT CHANGING IN PRICING WITH SUPPLIERS.		

****Excluding: Clearing, grading, survey, layout, permitting, additional mobilizations due to job changes, removal or digging through silt-fence (buried or exposed), core-drilling through concrete, digging through large roots, rock, gravel, asphalt, or other unforeseen underground obstructions and buried debris or digging or



trenching fence into the ground. Additional charges for these conditions shall apply. If paying by credit card a 3.5% fee will be added to the total of invoice.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms on this page and Accurate Fence LLC's General Conditions appearing on the reverse side of this page are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Customer hereby confirms that this Proposal, the Terms on this page, and Accurate Fence LLC's General Conditions have been made available and are incorporated in this agreement. This Proposal may be withdrawn by us if not accepted within 5 days.

Accepted this _____ day of _____, 2021.

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)



GENERAL CONDITIONS

PARTIES AND SCOPE OF WORK. Accurate Fence LLC. (hereinafter referred to as "Accurate Fence") shall include said Accurate Fence, its employees, agents, division, subsidiary, parent or affiliate performing the Work. "Work" means the scope of work to be performed by Accurate Fence as set forth in Accurate Fence's proposal, the Customer's acceptance thereof, and these General Conditions (all referred to herein as "the Agreement" and/or Contract). "Customer" refers to the person or business entity ordering the Work to be done by Accurate Fence. If the Customer is ordering the Work on behalf of another, the Customer represents and warrants that the Customer is the duly authorized agent of said party for the purpose of ordering and directing said Work. Further, Customer shall disclose any such agency relationship to Accurate Fence in writing before the commencement of Accurate Fence's Work hereunder. The ordering of Work from Accurate Fence shall constitute acceptance of the terms of Accurate Fence's proposal and these General Conditions.

PAYMENT. Customer agrees to pay Accurate Fence for the described work, labor and material, at the total stated amount, subject to additions and deductions as provided herein. The initial deposit amount is due to Accurate Fence prior to commencement of any work, with the remaining balance due upon completion. Failure to pay the initial deposit may result in delays for which the Customer waives any claims or recourse against Accurate Fence for such delays. Customer shall make all payments of the contract price and Accurate Fence, may, at its option, require the Customer to make partial payments from time to time through issuance of invoices. Final payment, constituting the entire unpaid balance of the Contract Sum, is due upon completion unless other arrangements have been made in writing. If the Customer fails to make payments, for the invoiced amounts within the specified time, Accurate Fence may suspend production, shipment, delivery or installation of all or part of the work contracted for until such payments are made. The making of final payment shall constitute a waiver of all claims against Accurate Fence by the Customer except for those arising from (a) unsettled liens stemming from work performed by Accurate Fence, and (b) terms of any guarantee or warranty issued pursuant to this Agreement. No guarantee or warranty provided by Accurate Fence shall be valid until full and final payment is received. All payments are due within 30 days of the date of the invoice. In the event payment of the invoice in full is not received within thirty (30) days from the invoicing date, any and all remaining balance shall bear interest at the rate of 20% per annum (2 % monthly) or at the maximum legal rate permitted by law, from the date the invoice was due until such time as the balance is paid in full. All attorney fees and expenses associated with collection of past due invoices will be paid by Customer.

CHANGES IN WORK/SCOPE. No alterations to the work covered under this Agreement shall be made except by written Change Order executed by Accurate Fence and Customer, and where so made, the value of the work or materials added or omitted shall be computed and determined by Accurate Fence, subject to written approval and acceptance by Customer, with such amount being either added or deducted from the contract price as the case may be. If any shortage of materials is discovered, Accurate Fence is to be notified in writing and allowed to furnish the proper or missing material or make an adjustment in price. Any changes to the work shall be billed on a time and material basis, plus \$500.00 trip charge, unless agreed otherwise in writing.

FENCE LINE. The Customer agrees to locate the property line or the line over which the fence is to be erected. The fence line will be clearly marked by the Customer with stakes or any other form of marker that designates all terminals as the line over which the fence is to be erected. Accurate Fence shall not be responsible for the location of the fence and the Customer hereby releases and discharges any claim, demand or suit he/she may have against Accurate Fence related to the location of the fence and further agrees to indemnify and hold harmless Accurate Fence from any and all claims or suits related to, or arising out of, the location of the fence, including any and all attorney's fees incurred as a result of such claim or suit. All fence line locations are approximate unless Customer provides Accurate Fence, at Customer's cost, with a survey showing the exact location of the fence and the surveyor stakes it out. The fence is to be erected to follow the contours of the ground unless otherwise specified in the contract.

DAMAGE TO EXISTING MAN-MADE OBJECTS/STRUCTURES. The Customer further warrants to Accurate Fence that there are no underground obstructions to the erection of the fence; such as, but not limited to, electrical wiring of any kind whatsoever; plumbing or pipes of any nature whatsoever; bricks, concrete, wooden objects, or foundations or any man-made structures or sub-structure of any nature whatsoever, no matter where the above referred to objects become situated on the property. It shall be the responsibility of the Customer or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to work locations. Should any man-made sub-structure of any nature whatsoever be encountered in the erection of the fence, then any material and labor used or expended in connection with the above mentioned substructure will be billed at the rate of \$150.00 per hour and cost of materials at the current standard retail price. Should Customer or his duly authorized representative fail to disclose or detect the existence of any man-made sub-structure, affecting Accurate Fence's work, then Accurate Fence shall not be held responsible for any damage to such. In addition, Customer waives any claim against Accurate Fence arising from any damage to existing man-made objects. The price offered in this contract is based on a clear fence line without any of the obstructions identified above.

RIGHT OF ENTRY. Unless otherwise agreed, Customer will furnish right-of-entry on the property for Accurate Fence to perform its scope of work. Accurate Fence will take reasonable precautions to minimize damage to the property caused by performance of said work, but the cost of restoration or damage which may result from the planned work is not included in the contracted amount. Customer agrees that Accurate Fence may remove the fencing for non-payment and may do so without written permission of the Customer, and Accurate Fence will not be a trespasser, nor will Accurate Fence be liable for any damage incurred in the removal of said fencing for non-payment. It is the intent of both parties that the fence (materials and supplies making up such) upon the real property shall not constitute a fixture to said property until final payment is received by Accurate Fence. As such, title to said fencing remains in Accurate Fence until final payment is paid by Customers, and this Agreement does establish a security interest to Accurate Fence in said fencing.

CANCELLATION. If the Customer cancels the contract at any time without the written consent of Accurate Fence, then Customer forfeits the initial deposit. Accurate Fence reserves its rights to seek damages and reimbursement costs.

GOVERNING LAW. This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida and Customer hereby waives any objections to venue. Accurate Fence may accept partial payment without waiving its claim to attorney's fees for the full amount of the contract. Furthermore, Customer represents to Accurate Fence that he/she or they hold legal title to the subject real property or is authorized to act as agent for the true owner(s).

FORCE MAJEURE. Accurate Fence shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, labor or material shortage, acts of God, act or omission of subcontractors, carriers, Customer or other similar causes beyond its control.

SEVERABILITY. Should any provision of this Agreement be held unenforceable, unconstitutional or invalid for any reason, said provision shall be stricken and the remaining provisions shall continue to be in full force and effect.



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-22

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

Contract 12/07/2020
Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	99,729.44
The Contract Sum prior to this Change Order was	\$	6,498,122.44
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	880.00
The new Contract Sum including this Change Order will be	\$	6,499,002.44
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire Road
Ocoee, FL 347611102 S. Garfield Avenue
Deland, FL 32724**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-22

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Narrative for this Change

Absolute Fire \$800.00
-Cost to provide a sprinkler in elevator as required by state inspector

General Contractor Fee (10%) \$80.00

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
22: 20336-22	0	880.00
- No Work Description.		
https://redteam.link/hcx0ccw		



September 15, 2021

Keator Construction
599 Maquire Rd
Ocoee, FL 34761

Attn: Ken

Re: Deland Fire Station

Provide and install a fire sprinklers in the elevator shaft as requested by fire inspector

\$ 800,00

Sincerely,

Mark Stimmel
President



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-24

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

Contract 12/07/2020
Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	99,729.44
The Contract Sum prior to this Change Order was	\$	6,498,122.44
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	807.40
The new Contract Sum including this Change Order will be	\$	6,498,929.84
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire Road
Ocoee, FL 347611102 S. Garfield Avenue
Deland, FL 32724**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-24

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

All 3 Electrical \$623.00

-Cost to relocate power for WH-could not hang as drawn

All 3 Electrical \$111

-Cost to add conduit box and accessories for card reader @ tower door added after the fact

General Contractor Fee (10%) \$73.40

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
24: 20336-24	0	807.40
- No Work Description.		
https://redteam.link/p754d1k		



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

September 16, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#12 Relocated Water Heaters

Dear Ken,
All 3 Electric Company is submitting a cost change proposal for:

Relocating the two water heater disconnects, conduit and wiring per the revised drawing P-401 sent to us on 9/15/21.

The price for said scope of work is: **\$623.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (1) day over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.
 - ~ Repairs to caulking necessitated by the scope of this change order.
 - ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems installed by others, necessitated by the scope of this change order.

- ~ Repairs to landscaping components necessitated by the scope of this change order Scope.
- ~ Repairs to sidewalks or curbing necessitated by the scope of this change order.
- ~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the scope of this change order.
- ~ Repair of damage incurred by other trades.
- ~ Re-inspection fees for inspections called in without the knowledge and agreement of All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 9/16/2021

Description: Relocate Water Heaters

Project No: 20-217

Estimate Totals

1.	Material	(without sales tax)	\$376
2.	Labor Hours		4
3.	Rental Equipment	(without sales tax)	\$0
4.	Subcontract		\$0

Variables

5.	Labor Rate		\$29.50
6.	Labor Rate (Supervision)		\$39.50
7.	Sales Tax	(percent of material)	6.50
8.	Expendable Material	(percent of material)	0.00
9.	Labor Burden	(percent of labor)	35.00
10.	Tools and Equipment	(percent of labor)	0.00
11.	Supervision	(percent of labor)	2.00
12.	Clean-up	(percent of labor)	0.00
13.	Jobsite Truck	(percent of labor)	0.00
14.	Project Mgr / Engineer	(percent of labor)	2.00
15.	Overhead	(percent of line 28)	10.00
16.	Profit	(percent of line 30)	0.00
17.	P & P Bond Premiums	(percent of line 32)	0.00

Extension

18.	Material	\$376	
19.	Sales Tax on Material	\$24	
20.	Fixtures	\$0	
21.	Sales Tax on Fixtures	\$0	
22.	Subcontract	\$0	
23.	Labor	\$121	
24.	Labor Burden	\$42	
25.	Tools and Equipment	\$0	
26.	Project Mgr / Engineer	\$2	
27.	Jobsite Truck	\$0	
28.	Subtotal		\$566
29.	Overhead	\$57	
30.	Subtotal		\$623
31.	Profit	\$0	
32.	Total		\$623
33.	P & P Bond Premiums	\$0	

GRAND TOTAL

\$623

NOTES

Item					Material			Labor		
Size	Item Desc	Qty	UOM	Item Source	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
3/4"	EMT	50.00	FEET		1.05	1.00	52.50	0.0200	1.0000	1.0000
3/4"	EMT STL RT INS CONN	4.00	EACH		6.51	1.00	26.04	0.0800	1.0000	0.3200
3/4"	EMT STEEL COMP COUP	8.00	EACH		6.89	1.00	55.12	0.0500	1.0000	0.4000
3/4"	EMT 1 HOLE STRAP	7.50	EACH		0.92	1.00	6.90	0.0300	1.0000	0.2250
	1/4" PLASTIC ANCHOR	20.00	EACH		0.10	1.00	2.00	0.0200	1.0000	0.4000
#10X1	SHEET METAL SCREW	20.00	EACH		0.10	1.00	2.00	0.0200	1.0000	0.4000
4 SQ BOX	2-1/8D 3/4 KO	2.00	EACH		6.03	1.00	12.06	0.1200	1.0000	0.2400
4 SQ	4 SQ BLANK COVER	2.00	EACH		1.42	1.00	2.84	0.0300	1.0000	0.0600
10	THHN STR CU	75.00	FEET		0.52	1.00	39.00	0.0050	1.0000	0.3750
8	THHN STR CU	225.00	FEET		0.79	1.00	177.75	0.0060	1.0000	1.3500
Grand Totals							376.21	4.7700		



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

July 16, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#7 Add Card Reader Box and Conduit at Door 129

Dear Ken,
All 3 Electric Company is submitting an UPDATED cost change proposal for:

Add a card reader box and conduit at door 129 per emailed request on 5/24/21.

The price for said scope of work is: **\$111.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (1) day over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.
 - ~ Repairs to caulking necessitated by the scope of this change order.
 - ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems installed by others, necessitated by the scope of this change order.
 - ~ Repairs to landscaping components necessitated by the scope of this change order.

Scope.

- ~ Repairs to sidewalks or curbing necessitated by the scope of this change order.
- ~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the scope of this change order.
- ~ Repair of damage incurred by other trades.
- ~ Re-inspection fees for inspections called in without the knowledge and agreement of All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 7/16/2021

Description: Add Card Reader Box and Conduit to Door 129

Project No: 20-217

Estimate Totals

1.	Material	(without sales tax)	\$55
2.	Labor Hours		1
3.	Rental Equipment	(without sales tax)	\$0
4.	Subcontract		\$0

Variables

5.	Labor Rate		\$29.50
6.	Labor Rate (Supervision)		\$39.50
7.	Sales Tax	(percent of material)	6.50
8.	Expendable Material	(percent of material)	0.00
9.	Labor Burden	(percent of labor)	35.00
10.	Tools and Equipment	(percent of labor)	0.00
11.	Supervision	(percent of labor)	2.00
12.	Clean-up	(percent of labor)	0.00
13.	Jobsite Truck	(percent of labor)	0.00
14.	Project Mgr / Engineer	(percent of labor)	2.00
15.	Overhead	(percent of line 28)	10.00
16.	Profit	(percent of line 30)	0.00
17.	P & P Bond Premiums	(percent of line 32)	0.00

Extension

18.	Material	\$55	
19.	Sales Tax on Material	\$4	
20.	Fixtures	\$0	
21.	Sales Tax on Fixtures	\$0	
22.	Subcontract	\$0	
23.	Labor	\$31	
24.	Labor Burden	\$11	
25.	Tools and Equipment	\$0	
26.	Project Mgr / Engineer	\$1	
27.	Jobsite Truck	\$0	
28.	Subtotal		\$101
29.	Overhead	\$10	
30.	Subtotal		\$111
31.	Profit	\$0	
32.	Total		\$111
33.	P & P Bond Premiums	\$0	

GRAND TOTAL

\$111

NOTES

Item				Item Source	Material			Labor		
Size	Item Desc	Qty	UOM		Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
3/4"	EMT	20.00	FEET		1.05	1.00	21.00	0.0200	1.0000	0.4000
3/4"	EMT STEEL SS CONN	4.00	EACH		2.60	1.00	10.40	0.0600	1.0000	0.2400
3/4"	EMT STEEL SS COUP	2.00	EACH		3.20	1.00	6.40	0.0300	1.0000	0.0600
3/4"	PLASTIC BUSHINGS	2.00	EACH		0.70	1.00	1.40	0.1200	1.0000	0.2400
	#12 GRD PIGTAIL	1.00	EACH		2.75	1.00	2.75	0.0200	1.0000	0.0200
3/4"	EMT 1 HOLE STRAP	3.00	EACH		0.92	1.00	2.76	0.0300	1.0000	0.0900
10-24	TAMPIN	3.00	EACH		0.16	1.00	0.48	0.0250	1.0000	0.0750
4 SQ BOX	2-1/8D 3/4 KO	1.00	EACH		6.03	1.00	6.03	0.1200	1.0000	0.1200
	NYLON LINE	22.00	FEET		0.20	1.00	4.40	0.0010	1.0000	0.0220
Grand Totals					55.62			1.2670		



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-25

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

Contract 12/07/2020
Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	99,729.44
The Contract Sum prior to this Change Order was	\$	6,498,122.44
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	2,561.90
The new Contract Sum including this Change Order will be	\$	6,500,684.34
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire Road
Ocoee, FL 347611102 S. Garfield Avenue
Deland, FL 32724

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Typed name

Typed name

Typed name

DATE

DATE

DATE

10.4.21



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-25

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Narrative for this Change

Advance Mechanical \$2329.00
-see attached misc HVAC adds

General Contractor Fee (10%) \$232.90

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
25: 20336-25	0	2,561.90
- No Work Description.		
https://redteam.link/1w8k88r		

August 13, 2021

Ken Keeley
Maria Snyder
Keator Construction
599 Maguire Road
Ocoee, FL 34761

Re: Deland Fire Station & Police Evidence – 150 South Clara Avenue, Deland, FL 32724
Subject: CO #3 – Addition of (2) Fire Dampers, Wall Brackets/Hanging for (2) Wall Heaters Police Evidence Bldg, Addition of (3) Linears/Plenums with Deletion of (6) Supply Grilles per RFI 049

Change Order #3

Ken and Maria,

The following details our proposal to provide pricing to add (2) Fire Dampers (Deland Fire Station), (2) Wall Brackets and Uni-Strut for Unit Heaters (Police Evidence) and Addition of (3) Linears/Plenums with Deletion of (6) Type A Supply Grilles per RFI 049 Response at Deland Fire Station. Proposal includes labor and materials per below and attached pricing breakdowns. Work/Installation is complete for these items (Linear faces are waiting for Wood-Type wall installation).

(2) 8x8 Fire Dampers in Floor (Deland Fire Station)
(2) Brackets and Unistrut for Unit Heaters (Police Evidence)
(3) Linears/Plenums for Wood-Type/Open Ceiling Type areas per RFI 049 Response (Deland Fire Station)

The total for this work will be an **Add of \$2,329.00**
(Credit of \$258.66 for Previous Scope of 6 Grilles and labor, is included in the above total)

Work was completed during normal working hours.

Excluded Items: Hole Cutting, commissioning, anything not mentioned in this change order proposal. This change order proposal pricing is for acceptance within 30 days and is subject to escalation thereafter.

Thank you for your consideration - Please feel free to contact me with any questions.

Warmly,

Jaime DiOrio
Operations Manager
Advance Mechanical Systems
321-663-3634



1336 Stone Street * Oviedo, FL 32765
Phone: 407-366-0950 * Fax: 407-366-0960
www.advancemechanicalsystems.com
State License: CMC1250229

Project Name:

Deland Fire Station

Reason:

Original Grilles (6)

Description Of Costs		TOTALS
1. Material Cost Total		\$213.66
	Tax 0.0%	<u>\$0.00</u>
	TOTAL MATERIAL	\$213.66
2. Labor Cost Total		1.0000 Journeyman Hrs
		0.0000 Foreman Hrs
	Base Rate \$45.00	\$45.00
	Foreman Rate \$55.00	\$0.00
	Labor Burden 0%	<u>\$0.00</u>
	TOTAL LABOR	\$45.00
3. Other Direct Costs		\$0.00
4. Subcontractors Total		\$0.00
5. Direct Cost Total		\$258.66
6. Overhead		\$0.00
7. Markup	0%	\$0.00
8. Performance & Payment Bonds	0.00%	\$0.00
TOTAL PRICE OF CHANGE PROPOSAL		\$258.66
8. Extension to Contract Duration	1.0 Days	

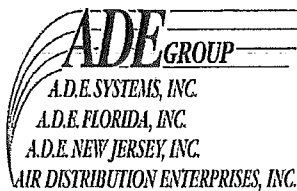
Labor and Material	
---------------------------	--

Labor & Material Cost Estimate	Qty	Units	Unit Cost	Total Cost Material	Unit Field	Field Labor
Fabricated Duct and Fittings	0	lbs	\$3.10	\$0.00		0.00
Screws and Hardware				\$0.00		0.00
Duct Sealer				\$0.00		0.00
Hangers				\$0.00		0.00
Support Steel				\$0.00		0.00
				\$0.00		0.00
24x24 Grilles	6	ea	\$35.61	\$213.66	0.17	1.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
				\$0.00		0.00
Elevated Work (Height of Installation)		ft		\$0.00	0%	0.00
Material Handling (0% of Labor)				\$0.00		0.00
Multistory Building (1% per Floor)		Floors		\$0.00	0%	0.00
Cleanup (8 hrs/wk per crew of 6)				\$0.00		0.00
Overtime Requirements (%)	0%			\$0.00		0.00
Sheetmetal Foreman (0% of Labor)				\$0.00		0.00
Material Take Off (0% of Labor)				\$0.00		0.00
Material Ordering (0% of Labor)				\$0.00		0.00
Measurement (0% of Labor)				\$0.00		0.00
Testing (0% of Labor)				\$0.00		0.00
Safety (0% of Labor)				\$0.00		0.00
Subtotal				\$213.66		1.00
Total				\$213.66		1.00

Equipment & Labor Cost Estimate	Qty	Unit	Unit Cost	Total Cost Material	Unit Field	Field Labor
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00

Labor and Material

Labor & Material Cost Estimate	Qty	Units	Unit Cost	Total Cost Material	Unit Field	Field Labor
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
				0.00		0.00
Subtotal				\$0.00		0.00
Total Materials, & Equipment				\$213.66		1.00



A.D.E Engineered Solutions of Florida, Inc.

776 Bennett Drive, Suite 121, Longwood, FL 32750 Ph: 407-894-2096 Fax: 407-894-2098
 6965 38th Street North, Pinellas Park, FL 33781 Ph: 813-814-1500 Fax: 813-740-9602
 7485 Davie Road Extension, Davie, FL 33024 Ph: 754-400-8369 Fax: 754-400-8369

Quotation

Attention: All Bidders
 Project Name: Fire Station No. 81
 Location: Deland, FL
 Engineer: TLC
 Project #: PFL46284

Addendum: #1,2,3

Revision:

Specifications: Sheet Notes
 Bid Date: June 3, 2020
 Date: October 23, 2020
 Plan Date: March 2, 2020
 Prepared By: Steven Gonzalez

Quantity	Description	Price
Pricing is firm for 30 days from date of proposal, providing shipment may be made within six months from date of order. Payment Terms: net 30 days. No sales or use tax included. All factory warranties are 1 year for ship date unless noted otherwise. All material is FOB factory/Standard freight to FL. Quote includes items as shown on mechanical drawings only. Proposal is for quantity and materials as described below that represent our best interpretation of the plans and specs. Vendor is not responsible for discrepancies between the architectural and mechanical documents. All pricing is based on manufacturers' standard lead time at the time of release and standard warranty, unless noted otherwise. Labor to replace or repair parts under warranty is not included, unless noted otherwise.		
140	A. Titus Air Distribution Pieces of air distribution with standard white finish TOTAL FREIGHT ALLOWED	\$4,985.00
	Exceptions: No spin-in manual volume dampers, square-to-round transitions, grille plenums, TRM ceiling frames, insulated backs, or filters included.	
2	B. Dampers & Louvers Pottorff Miami Dade approved, stationary, drainable louvers with flange, bird screen and mill finish. TOTAL FREIGHT ALLOWED	\$1,250.00
10	Pottorff dynamic fire dampers with integral sleeves and mounting angles TOTAL FREIGHT ALLOWED	\$485.00
10	Sheet metal access doors for service to fire damper TOTAL FREIGHT ALLOWED	\$865.00
1	Pottorff rectangular manual volume dampers with hand quadrant TOTAL FREIGHT ALLOWED	\$30.00
2	Pottorff rectangular control dampers with 120v actuator TOTAL FREIGHT ALLOWED	\$415.00
	Exceptions: No auxiliary switches, integral smoke detectors or sheet metal access doors included	
	TOTAL FOR ALL DAMPER & LOUVER PRODUCTS, NOT INCLUDING ADDS	\$3,045.00
	TOTAL FOR SHEET METAL: AIR DIST, DAMPER & LOUVER PRODUCTS	\$8,030.00
	C. Fans (No starters or controls included)	
1	PennBarry Model Z ceiling cabinet fans with plug disconnect, back draft damper, square-to-round	
1	PennBarry Model Z in-line cabinet fans with plug disconnect, back draft damper, TDA inline kit, vibration hanging kit and speed controller (Tag: EF-2)	
1	PennBarry Model SX square in-line exhaust fans with back draft damper, motor cover, NEMA 1	
2	PennBarry Model FX Miami Dade rated direct drive roof mounted upblast exhaust fans with back	
2	PennBarry Model PHHW miami-dade rated roof mounted louvered penthouse with mill finish, bird	
1	wall cap TOTAL FREIGHT ALLOWED	\$12,595.00

Standard Adds:

Plaster Frames - \$20ea
 Cable Operated Dampers - \$75 ea

Contact us for qty discounts

SQ to RD Transitions up to 22x22 - \$16 ea
 Insulated backs 24x24 - \$10 ea



CONTINUED FROM PREVIOUS PAGE		
	<u>D. Electric Heaters</u>	
5	Qmark model AWH wall heaters with surface mounting frame (Tag: UH-1, 2, 3)	
	TOTAL FREIGHT ALLOWED	\$3,240.00
	<u>D. Terminal Units</u>	
17	Titus Model DESV single duct variable volume terminal units with 1/2" thick fiberglass liner, staged electric re-heat coil, transformer, non-fused door interlock disconnect, and airflow sensor. Digital controllers, actuators, and sensors by others. Factory mounting of controllers and actuators included. (Mark: VAV-1-1 THRU 10, 2-1 THRU 7)	
	TOTAL FREIGHT ALLOWED	\$6,305.00
	Note: No valves, controls, thermostats or actuators included. Digital controllers and actuators provided by others, to be mounted at factory. No factory tests, calibration, field test or field supervision included. If factory to mount additional sensors, additional costs may be incurred.	
<u>COMPLETE QUOTE TOTAL FOR ALL PRODUCTS, NOT INCLUDING ADDS</u>		
		\$30,170.00

Ken Keeley

From: Jaime DiOrio :) <jaime@advancemechanicalsystems.com>
Sent: Friday, December 17, 2021 8:37 AM
To: Ken Keeley
Cc: 'Karan Wiltshire'; 'Markheino'; alecdoerstling@constructfl.com
Subject: Re: Back up for the credit Deland Fire Station

Good morning

I apologize, this email was lost in my spam and I just found it.

The credit breakout is as follows:

The original job quote was for 140 grilles total \$4,985.00

$\$4,985.00 \div 140 = \35.61 each

There were 6 grilles that were swapped to linears from the drawing revision

$\$35.61 \times 6 = \213.66

Labor had a credit difference of approx. 10 min each grille = 1 hour of labor at \$45

So, a total credit of \$258.66

These grilles had already been purchased by the time this change came about, so I am technically eating the actual material cost of these grilles as well as crediting.

The linears and plenums have quite a bit more labor involved in their install especially the manner in which these particular linears are free-hanging and not installed into a hard ceiling.

I hope that summarized a little better.

Thanks so much!

Warmly,

Jaime DiOrio :)
Operations Manager

ADVANCE Mechanical Systems, Inc.

Office: 407-366-0950

Cell: 321-663-3634

Fax: 407-366-0960

Email: jaime@advancemechanicalsystems.com

www.AdvanceMechanicalSystems.com

On Friday, December 10, 2021, 10:57:40 AM EST, Ken Keeley <kenkeeley@constructfl.com> wrote:

Good morning,

I understand you provided backup for the credit on that change order, but nobody can decipher what the credit is or how it was generated.

Would you be so kind as to re-do the credit to make it more clear how the \$258 number comes about.

Thank you

Ken Keeley

Project Manager

Keator Construction

599 Maguire Road

Ocoee, Florida 34761

Phone: (407) 630-0934

Fax: (407) 894-0107

kenkeeley@constructfl.com

www.keatorconstruction.com



Maintaining a steadfast commitment to building with excellence since 1984.



Keator Construction, LLC

CHANGE ORDER



E-MAILED

Change Order Number: 20336-28

Date: 10/25/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	106,708.94
The Contract Sum prior to this Change Order was	\$	6,505,101.94
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	1,977.80
The new Contract Sum including this Change Order will be	\$	6,507,079.74
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

City of Deland

Keator Construction, LLC

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

1102 S. Garfield Avenue
Deland, FL 32724599 Maguire Road
Ocoee, FL 34761

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Typed name

Typed name

Typed name

DATE

DATE

DATE

10-25-21



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-28

Date: 10/25/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

All 3 Electric \$1798.00
-Cost to furnish and install required electrical adds in elevator

General Contractor Fee (10%) \$179.80

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
28: 20336-28	0	1,977.80
- No Work Description.		
https://redteam.link/xfbm16j		



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

October 21, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#16 Elevator Adds

Dear Ken,
All 3 Electric Company is submitting a cost change proposal for:

Completing the electrical adds per the attached from the elevator inspector on 10/20/21 which were not part of the contract drawings. Please be advised that we will not take the heat and smoke detectors conduit out unless someone authorizes us to do so in writing as they are shown as part of the documents. We may have to pull the wires from the ATS to elevator control cabinet in the same conduit as a power branch circuit in order to get those in place. There may need to be opening of walls and ceilings as well and others will need to patch and repair.

The price for said scope of work is: **\$1,798.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (3) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.

by the scope of this change order.

~ Repairs to caulking necessitated by the scope of this change order.

~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems installed by others, necessitated by the scope of this change order.

~ Repairs to landscaping components necessitated by the scope of this change order Scope.

~ Repairs to sidewalks or curbing necessitated by the scope of this change order.

~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the scope of this change order.

~ Repair of damage incurred by other trades.

~ Re-inspection fees for inspections called in without the knowledge and agreement of All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 10/21/2021

Description: Elevator Adds

Project No: 20-217

Estimate Totals

1.	Material	(without sales tax)	\$615
2.	Labor Hours		22
3.	Rental Equipment	(without sales tax)	\$0
4.	Subcontract		\$0

Variables

5.	Labor Rate		\$29.50
6.	Labor Rate (Supervision)		\$39.50
7.	Sales Tax	(percent of material)	6.50
8.	Expendable Material	(percent of material)	0.00
9.	Labor Burden	(percent of labor)	35.00
10.	Tools and Equipment	(percent of labor)	0.00
11.	Supervision	(percent of labor)	2.00
12.	Clean-up	(percent of labor)	0.00
13.	Jobsite Truck	(percent of labor)	10.00
14.	Project Mgr / Engineer	(percent of labor)	2.00
15.	Overhead	(percent of line 28)	10.00
16.	Profit	(percent of line 30)	0.00
17.	P & P Bond Premiums	(percent of line 32)	0.00

Extension

18.	Material	\$615	
19.	Sales Tax on Material	\$40	
20.	Fixtures	\$0	
21.	Sales Tax on Fixtures	\$0	
22.	Subcontract	\$0	
23.	Labor	\$666	
24.	Labor Burden	\$233	
25.	Tools and Equipment	\$0	
26.	Project Mgr / Engineer	\$13	
27.	Jobsite Truck	\$67	
28.	Subtotal		\$1,635
29.	Overhead	\$163	
30.	Subtotal		\$1,798
31.	Profit	\$0	
32.	Total		\$1,798
33.	P & P Bond Premiums	\$0	

GRAND TOTAL

\$1,798

JOB 700 05142020: Deland Fire Statio...
ESTIMATE 22 10202021: Elevator Adds

NOTES

Item					Material			Labor		
Size	Item Desc	Qty	UOM	Item Source	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
	FISH WALLS	3.00			Quote	1.00	0.00	1.0000	1.0000	3.0000
	OPEN/ FISH CEILING	3.00			Quote	1.00	0.00	1.0000	1.0000	3.0000
LABOR IT...	4' SURF FLUO. 2 LAMP	2.00	EACH		85.00	1.00	170.00	1.2500	1.0000	2.5000
3/4"	EMT	90.00	FEET		1.05	1.00	94.50	0.0200	1.0000	1.8000
3/4"	EMT STL RT INS CONN	8.00	EACH		6.51	1.00	52.08	0.0800	1.0000	0.6400
1/2"	EMT STEEL SS CONN	4.00	EACH		1.60	1.00	6.40	0.0600	1.0000	0.2400
3/4"	EMT STEEL COMP COUP	9.00	EACH		6.89	1.00	62.01	0.0500	1.0000	0.4500
3/4"	PLASTIC BUSHINGS	6.00	EACH		0.70	1.00	4.20	0.1200	1.0000	0.7200
	#12 GRD PIGTAIL	1.00	EACH		2.75	1.00	2.75	0.0200	1.0000	0.0200
3/4"	EMT 1 HOLE STRAP	6.00	EACH		0.92	1.00	5.52	0.0300	1.0000	0.1800
3/4"	MINERALLAC STRAP	7.00	EACH		0.80	1.00	5.60	0.0400	1.0000	0.2800
1/4-20	TAMPIN	19.00	EACH		0.23	1.00	4.37	0.0300	1.0000	0.5700
	CADDY 350 BOX SUPT	1.00	EACH		0.60	1.00	0.60	0.0300	1.0000	0.0300
18"	ADJ. BAR HANGER	2.00	EACH		12.94	1.00	25.88	0.0300	1.0000	0.0600
1/2"	FLEX CONDUIT	20.00	FEET		0.80	1.00	16.00	0.0200	1.0000	0.4000
1/2"	FLEX STR. CONN	4.00	EACH		3.44	1.00	13.76	0.1000	1.0000	0.4000
1 SQ BOX	1-1/2D 1/2 KO	2.00	EACH		5.07	1.00	10.14	0.1200	1.0000	0.2400
1 SQ	5/8D PLASTER RING	2.00	EACH		3.61	1.00	7.22	0.1000	1.0000	0.2000
1G	4X2-1/8 UTL 1-1/2D	1.00	EACH		8.89	1.00	8.89	0.1200	1.0000	0.1200
1G	UTILITY CVR SGC RECP	1.00	EACH		4.08	1.00	4.08	0.0500	1.0000	0.0500
20A	5342 125V GRAY REC.	1.00	EACH		8.15	1.00	8.15	0.1800	1.0000	0.1800
1/4	THHN SOL CU	180.00	FEET		0.19	1.00	34.20	0.0030	1.0000	0.5400
1/2	THHN SOL CU	255.00	FEET		0.29	1.00	73.95	0.0040	1.0000	1.0200
SMALL	WIRE TERM-LABOR ONLY	30.00	EACH		Skip	1.00	0.00	0.1200	1.0000	3.6000
	SCOTCHLOCKS-YELLOW	7.00	EACH		0.12	1.00	0.84	0.0300	1.0000	0.2100
	SCOTCHLOCKS-RED	27.00	EACH		0.17	1.00	4.59	0.0400	1.0000	1.0800
	REMOVE EX 4"BOX SUR	3.00	EACH		Skip	1.00	0.00	0.1500	1.0000	0.4500
1/4.	COND TO REMOVE	20.00	FEET		Skip	1.00	0.00	0.0250	1.0000	0.5000
4	WIRE TO PULL OUT	20.00	FEET		Skip	1.00	0.00	0.0030	1.0000	0.0600
Grand Totals							615.73			22.5400

Karan Wiltshire

From: Ray Bahrami <Bahramir@deland.org>
Sent: Monday, November 1, 2021 12:15 PM
To: Ken Keeley
Cc: 'Markheino'; 'Karan Wiltshire'; alecdoerstling@constructfl.com; 'Gay Geiger'; Todd Allen; 'Johnnie Lohrum'
Subject: RE: RE: Fire station and Police evidence Costs

Hi Ken,

Please proceed with two electrical change orders listed in your email below.

Ray Bahrami, P.E., PMP, CPM, CFM
Deputy Public Services Director/City Engineer
City of DeLand
(386) 626-7189

From: Ken Keeley <kenkeeley@constructfl.com>
Sent: Monday, November 1, 2021 9:49 AM
To: Ray Bahrami <Bahramir@deland.org>
Cc: 'Markheino' <markheino@constructfl.com>; 'Karan Wiltshire' <karanwiltshire@constructfl.com>; alecdoerstling@constructfl.com; 'Gay Geiger' <GGeiger@schenkelshultz.com>; Todd Allen <allent@deland.org>; 'Johnnie Lohrum' <jlohrum@schenkelshultz.com>
Subject: RE: RE: Fire station and Police evidence Costs

Good morning Ray,

In the spirit of not performing any work until we have approved change orders.

Please give us the permission to do the (2) electrical changes to help get the fire building closed out.

The electrical costs for the elevator shaft. (\$1,798 and 5 day extension) #28

The Electrical change to add the remote indicator in the Decon room. (\$1,439) #33

Thank you

Ken Keeley
Project Manager
Keator Construction
599 Maguire Rd
Ocoee, FL. 34761
Phone (407) 630-0934
Fax (407) 894-0107
kenkeeley@constructfl.com
www.keatorconstruction.com

From: Johnnie Lohrum <jlohrum@schenkelshultz.com>
Sent: Friday, October 29, 2021 1:50 PM
To: Ken Keeley <kenkeeley@constructfl.com>; 'Ray Bahrami' <Bahramir@deland.org>
Cc: 'Markheino' <markheino@constructfl.com>; 'Karan Wiltshire' <karanwiltshire@constructfl.com>;



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-30

Date: 12/01/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

Contract 12/07/2020
Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	118,400.16
The Contract Sum prior to this Change Order was	\$	6,516,793.16
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	1,272.70
The new Contract Sum including this Change Order will be	\$	6,518,065.86
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

City of Deland

Keator Construction, LLC

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**1102 S. Garfield Avenue
Deland, FL 32724599 Maguire Road
Ocoee, FL 34761**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**

12/1/21



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-30

Date: 12/01/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

White Signs \$1157.00

-Cost to add the small 81 signs back to the front of the station

General Contractor Fee (10%) \$115.70

Details

INCLUDED IN THIS CHANGE:*(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

	Days	Amount
30: 20336-30	0	1,272.70
- No Work Description.		
https://redteam.link/pyu47tc		



QUOTATION & PURCHASE CONTRACT

Jackie Stepro

White Sign Company, LLC
Job #6606
10/26/2021

BILL TO
Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761
United States

JOB LOCATION
333 W. Clara Ave
DeLand, FL 32724
Ken Keeley
kenkeeley@constructfl.com

907 S. Charles Richard Beall Blvd
DeBary, FL 32713
United States
Website: www.whitesigncompany.com
Phone: (386) 320-0623

QUANTITY	DESCRIPTION	UNIT COST	COST
1	Manufacture & Install (x2) "81" non-illuminated stud mount numbers	\$2,107	\$2,107
	1 Manufacture (x2) 20" H non-illuminated painted aluminum numbers w/1" returns and studs for mounting (4 pcs)	\$907	
	1 Installation Labor (2 men/1 truck/1 hour)	\$250	
	1 Sealed Engineered Drawings	\$350	
	1 Permit Acquisition Fee	\$600	
	1 Permit Cost - Determined by the City or County once they approve the permit. Cost will be Added to Final Invoice.	\$0	
	1 *Estimate is subject to change based on field verification, additional labor, size revisions, or changes to the scope of work	\$0	
	1 *Payments for Contracted Projects Will Be Collected According to Contract Specifications Agreed Upon by Both Parties.	\$0	

Handwritten notes and calculations:
\$907
\$250
\$350
\$600
\$0
\$0
\$0
Total: \$1,157
Without engineering or permits

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Keator Construction, LLC

White Sign Company, LLC

Sign: _____

Sign: _____

Print: _____

Print: _____

Date: _____

Date: _____

Subtotal \$2,107

Total Tax \$0

TOTAL CONTRACT \$2,107

Required Deposit \$0

FINAL BALANCE \$2,107

Price Adjustment: White Sign Company reserves the right to adjust pricing should LME (London Metal Exchange) Aluminum and/or Steel prices on the contract execution date are higher than on the quotation date.

Payments for contracted jobs will be invoiced according to contractual specifications agreed upon by both parties.

Contracted projects with an Owner Direct Purchase stipulation will require a 50% deposit.

All other projects require a 50% deposit to begin. Payment in full is due immediately upon receipt/installation. By signing, applying a deposit, or issuing a purchase order to begin the project, the customer accepts the proposal as written and agrees to all terms of the purchase contract.

estimates/quotes are valid for 30 days and are based on customer-provided art, drawings, scaling, and/or measurements. The actual price may vary once measurements are confirmed

50% Deposit is required to begin non-contracted projects and projects requiring Owner Direct Purchase. Balance is due immediately upon completion. Balance due shall not be delayed due to inspection results. White Sign Company, LLC is responsible for all

inspections and inspection results.

White Sign Company will not perform any additional work, make changes to an existing job, or amend an ongoing project without a written change order and/or approval in writing. Additional deposits may be required.

Estimate includes work to be done in one trip unless otherwise noted. Additional trip charges will be added to the final invoice. If vector or usable artwork is not provided, a design fee of \$125.00 per hour will be added to the final invoice for the additional time required to prepare artwork for fabrication. The initial design with (x2) two revisions are included in the quote/contract. Additional revisions will be charged accordingly (see above) and added to the final invoice.

Please carefully check all proofs and sales quotes/specs prior to production to confirm sizes, designs, spelling, and colors. Design approval must be received, in writing, prior to fabrication beginning. Fabrication time is 4-6 weeks on most projects (custom projects can take longer). We will not fabricate until we receive the design approval in writing or have a permit (s) in hand. The length of time to receive permits is mandated by the municipality. The average time is 4-6 weeks. White Sign Company, LLC has no control over these wait times.

The average fabrication time for projects is 4-6 weeks from the date of artwork approval, permit approval, or deposit received (if provided artwork and no permit required). Additional time will be required for larger projects, projects requiring special materials, and projects that have extreme detail. Smaller projects can be completed in a shorter time period provided the materials required are in stock. White Sign Company reserves the right to substitute similar materials during the fabrication process.

Customer is responsible for electric being run within 6' from sign.

Actual permit fees from the municipality will be added to the final invoice. White Sign Company will not complete permit close-outs on permits that weren't obtained using our permitting department/license. Additional fees to close out permits can be quoted, if requested. White Sign Company will only permit signs and sign components. Canopies and awnings need to be included in your building permit.

DO NOT REMOVE YOUR PERMIT UNTIL CONFIRMATION OF INSPECTIONS HAVE BEEN SENT TO YOU BY WHITE SIGN COMPANY. ADDITIONAL FEES FOR FAILED INSPECTIONS WILL BE ADDED TO THE FINAL INVOICE.

If White Sign Company is installing provided signage, please be aware that it takes 3-5 business days for signage to be inventoried, inspected, and photographed for possible damage. Installs for signage received will be scheduled, on average, 1-2 weeks after receipt. Please do not send signage to install more than 30 days in advance. Storage fees begin at \$250.00 per month for signage held over 30 days.

WARRANTY INFORMATION:

- **Product & parts**
warranty: all sign & canopy projects carry a one-year warranty on all parts free from defects from the manufacturer. LED modules and LED power supplies have a one-year warranty from the manufacturer.

- **Labor warranty:** all sign labor (including illumination labor), for signs installed by White Sign Company is warranted for 90 days. After 90 days, labor is \$125.00/hour with a two-hour minimum.

- **Return Policy:** All sign orders are custom made and are non-cancel-able once production has been started. Please carefully check all proofs and sales quotes/specs prior to production to confirm sizes, designs, spelling and colors.

- **Any alterations to**
products manufactured by White Sign Company after installation VOIDS all warranties.

Please note:

Aged signage being removed or re-installed can be brittle and fragile and can be damaged easily. White Sign Company will take extreme care to avoid any damage, but we cannot prevent this in all cases. If aged signage is damaged during removal or re-install, White Sign Company will not be held responsible. This includes neon and neon components.

Landscaping is not the responsibility of White Sign Company. If the landscaping has been completed prior to the canopy/sign install, the

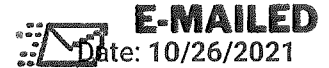


Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-30



Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Customer
Contract ID:**

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	106,708.94
The Contract Sum prior to this Change Order was	\$	6,505,101.94
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	2,317.70
The new Contract Sum including this Change Order will be	\$	6,507,419.64
The Contract Time will be adjusted by ZERO (0) days.		

Revised

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire Road
Ocoee, FL 347611102 S. Garfield Avenue
Deland, FL 32724**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-30

Date: 10/26/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

White Signs ~~\$2107.00~~ **\$1,157**
-Cost to add the small 81 signs back to the front of the station
General Contractor Fee (10%) ~~\$210.70~~ **115.70**

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
30: 20336-30	0	2,317.70
- No Work Description.		
https://redteam.link/6v3z3sn		



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-31

Date: 10/26/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Customer
Contract ID:****Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	106,708.94
The Contract Sum prior to this Change Order was	\$	6,505,101.94
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	2,306.70
The new Contract Sum including this Change Order will be	\$	6,507,408.64
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire Road
Ocoee, FL 347611102 S. Garfield Avenue
Deland, FL 32724**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**



Keator Construction, LLC

CHANGE ORDER

1 OF 2



E-MAILED

Change Order Number: 20336-31

Date: 10/26/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	106,708.94
The Contract Sum prior to this Change Order was	\$	6,505,101.94
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	2,306.70
The new Contract Sum including this Change Order will be	\$	6,507,408.64
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire
Ocoee, FL 34

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

Typed name

Typed name

DATE

DATE

81
RELOCATE PERMITS, SIGN
; MAKE PERMITS

\$ 2,306.70



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-31

Date: 10/26/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001**Customer
Contract ID:**

Narrative for this Change

White Signs \$2097

-Cost to relocate the 81 on the side of tower and patch back holes

General Contractor Fee (10%) \$209.70

Details

INCLUDED IN THIS CHANGE:*(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

	Days	Amount
31: 20336-31	0	2,306.70
- No Work Description.		
https://redteam.link/m1aslpz		



QUOTATION & PURCHASE CONTRACT

White Sign Company, LLC
Job #6606
10/26/2021

Jackie Stepro

BILL TO
Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761
United States

JOB LOCATION
333 W. Clara Ave
DeLand, FL 32724
Ken Keeley
kenkeeley@constructfl.com

907 S. Charles Richard Beall Blvd
DeBary, FL 32713
United States
Website: www.whitesigncompany.com
Phone: (386) 320-0623

QUANTITY	DESCRIPTION	UNIT COST	COST
1	Relocate (x1) existing "81".	\$2,097	\$2,097
	1 Remove (x1) 40" H face lit channel letters "81", Relocate to new location (customer to confirm placement)	\$375	
	1 Special Equipment - 60' Lift (2 day rental)	\$1,722	
	1 *Estimate is subject to change based on field verification, additional labor, size revisions, or changes to the scope of work	\$0	
	1 *Payments for Contracted Projects Will Be Collected According to Contract Specifications Agreed Upon by Both Parties.	\$0	
	1 *Customer responsible for sealing penetrations and patch	\$0	
	1 *Customer is responsible for electric within 6' of sign	\$0	

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Subtotal \$2,097

Total Tax \$0

Keator Construction, LLC

White Sign Company, LLC

Sign:_____

Sign:_____

Print:_____

Print:_____

Date:_____

Date:_____

TOTAL CONTRACT \$2,097

Required Deposit \$0

FINAL BALANCE \$2,097

Price Adjustment: White Sign Company reserves the right to adjust pricing should LME (London Metal Exchange) Aluminum and/or Steel prices on the contract execution date are higher than on the quotation date.

Payments for contracted jobs will be invoiced according to contractual specifications agreed upon by both parties.

Contracted projects with an Owner Direct Purchase stipulation will require a 50% deposit.

All other projects require a 50% deposit to begin. Payment in full is due immediately upon receipt/installation. By signing, applying a deposit, or issuing a purchase order to begin the project, the customer accepts the proposal as written and agrees to all terms of the purchase contract.

estimates/quotes are valid for 30 days and are based on customer-provided art, drawings, scaling, and/or measurements. The actual price may vary once measurements are confirmed

50% Deposit is required to begin non-contracted projects and projects requiring Owner Direct Purchase. Balance is due immediately upon completion. Balance due shall not be delayed due to inspection results. White Sign Company, LLC is responsible for all inspections and inspection results.



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-32

Date: 12/01/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	118,400.16
The Contract Sum prior to this Change Order was	\$	6,516,793.16
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	1,888.70
The new Contract Sum including this Change Order will be	\$	6,518,681.86
The Contract Time will be adjusted by ZERO (0) days.		\$1,288.70

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire Road
Ocoee, FL 347611102 S. Garfield Avenue
Deland, FL 32724

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Typed name

Typed name

Typed name

DATE

DATE

DATE

12/1/21



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-32

Date: 12/01/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

All 3 Electric \$1717.00
-cost to provide lighting to the 81 signs by connecting to the exterior lighting circuit
General Contractor Fee (10%) \$171.70

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

	Days	Amount
32: 20336-32	0	1,888.70

- No Work Description.

<https://redteam.link/ouareit>



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

December 1, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#19 Repricing of 81 Signs Power

Dear Ken,
All 3 Electric Company is submitting a cost change proposal for:

Installing conduit and wire inside the tower (exposed) to the two (2) #81 signs on west and east side of the tower by utilizing circuit L-27 that feeds the up lighting flood fixtures currently installed. We propose to add a box extension to one (1) flood light box that is recessed on each side of the tower and pipe out of that to the signs. Costs associated with this work also includes all job expenses for fuel, trucks, drive time and lift rental since we have been demobilized for some time.

Painting of conduit is by others.

We do not include a platform for working off of as this needs to be provided by others.

The price for said scope of work is: **\$1,717.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (2) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 12/2/2021

Description: 81 Signs

Project No: 20-217

Estimate Totals

1. Material	(without sales tax)	\$274
2. Labor Hours		11
3. Rental Equipment	(without sales tax)	\$566
4. Fuel		\$180

Variables

5. Labor Rate		\$29.50
6. Labor Rate (Supervision)		\$39.50
7. Sales Tax	(percent of material)	6.50
8. Expendable Material	(percent of material)	0.00
9. Labor Burden	(percent of labor)	35.00
10. Tools and Equipment	(percent of labor)	0.00
11. Supervision	(percent of labor)	0.00
12. Clean-up	(percent of labor)	2.00
13. Jobsite Truck	(percent of labor)	10.00
14. Project Mgr / Engineer	(percent of labor)	5.00
15. Overhead	(percent of line 28)	10.00
16. Profit	(percent of line 30)	0.00
17. P & P Bond Premiums	(percent of line 32)	0.00

Extension

18. Material	\$274	
19. Sales Tax on Material	\$18	
20. Fixtures	\$566	
21. Sales Tax on Fixtures	\$37	
22. Subcontract	\$180	
23. Labor	\$332	
24. Labor Burden	\$116	
25. Tools and Equipment	\$0	
26. Project Mgr / Engineer	\$17	
27. Jobsite Truck	\$33	
28. Subtotal		\$1,572
29. Overhead	\$157	
30. Subtotal		\$1,729
31. Profit	\$0	
32. Total		\$1,729
33. P & P Bond Premiums	\$0	

GRAND TOTAL

\$1,729

NOTES

Item				Material			Labor			
Size	Item Desc	Qty	UOM	Item Source	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
	DRIVE TIME	2.00			Quote	1.00	0.00	1.5000	1.0000	3.0000
3/4"	EMT	20.00	FEET		1.26	1.00	25.20	0.0200	1.0000	0.4000
3/4"	EMT STL RT INS CONN	8.00	EACH		6.51	1.00	52.08	0.0800	1.0000	0.6400
3/4"	EMT STEEL COMP COUP	4.00	EACH		6.89	1.00	27.56	0.0500	1.0000	0.2000
3/4"	EMT 1 HOLE STRAP	4.00	EACH		0.92	1.00	3.68	0.0300	1.0000	0.1200
1/4-20	TAMPIN	4.00	EACH		0.23	1.00	0.92	0.0300	1.0000	0.1200
1G	UTILITY BX EXT RING	2.00	EACH		13.10	1.00	26.20	0.1000	1.0000	0.2000
1G	UTILITY BLANK COVER	4.00	EACH		2.11	1.00	8.44	0.0300	1.0000	0.1200
3/4.	FS BOX	4.00	EACH		21.25	1.00	85.00	0.2000	1.0000	0.8000
10	THHN SOL CU	68.57	FEET		0.55	1.00	37.71	0.0050	1.0000	0.3429
	SCOTCHLOCKS-RED	18.00	EACH		0.17	1.00	3.06	0.0400	1.0000	0.7200
	PLASTIC TAPE-PREMVYL	1.20	EACH		3.79	1.00	4.55	Skip	1.0000	0.0000
(LABOR IT...	SMALL EQUIP TO CONN	6.00	EACH		Skip	1.00	0.00	0.3000	1.0000	1.8000
	MV-HID TO REMOVE	2.00	EACH		Skip	1.00	0.00	0.5000	1.0000	1.0000
	REHANG EX MV FIX	2.00	EACH		Skip	1.00	0.00	1.0000	1.0000	2.0000
Grand Totals							274.40			11.4629



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-33

Date: 10/28/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	118,400.16
The Contract Sum prior to this Change Order was	\$	6,516,793.16
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	1,439.90
The new Contract Sum including this Change Order will be	\$	6,518,233.06
The Contract Time will be adjusted by 5 days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

City of Deland

Keator Construction, LLC

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

1102 S. Garfield Avenue
Deland, FL 32724599 Maguire Road
Ocoee, FL 34761

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

Typed name

Typed name

Typed name

DATE

DATE

DATE

10-28-21



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-33

Date: 10/28/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001**Customer
Contract ID:**

Narrative for this Change

All 3 Electric \$1309.00

-Cost to add a remote indicator light for a duct detector @ Fire Station per Fire Marshall

General Contractor Fee (10%) \$130.90

Details

INCLUDED IN THIS CHANGE:*(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

	Days	Amount
33: 20336-33	0	1,439.90
- No Work Description.		
https://redteam.link/zwvewst		



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

October 28, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#17 Added Remote Indicator Light for Duct Detector

Dear Ken,
All 3 Electric Company is submitting a cost change proposal for:

Adding a remote indicator light for a duct detector on the first floor per the Fire Marshal.

The price for said scope of work is: **\$1,309.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (1) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.
 - ~ Repairs to caulking necessitated by the scope of this change order.
 - ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems installed by others, necessitated by the scope of this change order.

Scope.

- ~ Repairs to sidewalks or curbing necessitated by the scope of this change order.
- ~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the scope of this change order.
- ~ Repair of damage incurred by other trades.
- ~ Re-inspection fees for inspections called in without the knowledge and agreement of All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 10/28/2021

Description: Added Remote Indicator Light for Duct Detector

Project No: 20-217

Estimate Totals

1. Material	(without sales tax)	\$0
2. Labor Hours		0
3. Rental Equipment	(without sales tax)	\$0
4. Subcontract		\$1,190

Variables

5. Labor Rate		\$29.50
6. Labor Rate (Supervision)		\$39.50
7. Sales Tax	(percent of material)	6.50
8. Expendable Material	(percent of material)	0.00
9. Labor Burden	(percent of labor)	35.00
10. Tools and Equipment	(percent of labor)	0.00
11. Supervision	(percent of labor)	2.00
12. Clean-up	(percent of labor)	0.00
13. Jobsite Truck	(percent of labor)	10.00
14. Project Mgr / Engineer	(percent of labor)	2.00
15. Overhead	(percent of line 28)	10.00
16. Profit	(percent of line 30)	0.00
17. P & P Bond Premiums	(percent of line 32)	0.00

Extension

18. Material	\$0	
19. Sales Tax on Material	\$0	
20. Fixtures	\$0	
21. Sales Tax on Fixtures	\$0	
22. Subcontract	\$1,190	
23. Labor	\$0	
24. Labor Burden	\$0	
25. Tools and Equipment	\$0	
26. Project Mgr / Engineer	\$0	
27. Jobsite Truck	\$0	
28. Subtotal		\$1,190
29. Overhead	\$119	
30. Subtotal		\$1,309
31. Profit	\$0	
32. Total		\$1,309
33. P & P Bond Premiums	\$0	

GRAND TOTAL

\$1,309

Ken Keeley

From: Shaw Rowland <srowland@all3electric.com>
Sent: Thursday, October 28, 2021 12:21 PM
To: kenkeeley@constructfl.com
Cc: Karan Wiltshire (karanwiltshire@constructfl.com); 'Markheino' (markheino@constructfl.com)
Subject: FW: Added Remote Indicator Light for Duct Detector

Ken,

Please see below.

Thanks

Sincerely,

Shaw Rowland

Sr. Project Manager
All 3 Electric
3520 Agricultural Center Dr. SUITE 309
St Augustine, FL 32092
(904) 547-2156 ext. 103

www.all3electric.com

DUE TO THE CONTINUING AFFECTS OF THE COVID VIRUS WE ARE WORKING MONDAY - THURSDAY, TEN (10) HOURS A DAY UNTIL FURTHER NOTICE TO MINIMIZE OUR EMPLOYEE'S EXPOSURE TO THE VIRUS. OUR OFFICE WILL CONTINUE TO BE OPEN MONDAY - FRIDAY 8:00 - 5:00. WE ASK THAT IF YOU HAVE TO COME TO OUR OFFICE PLEASE USE A FACE COVERING.

JAR 11/2/92 – 10/31/18 (DGD)

From: Brandon Humphries [mailto:bhumphries@lifesafetydesigns.com]
Sent: Thursday, October 28, 2021 12:14 PM
To: Shaw Rowland
Cc: Tom Pounds; Darryl Elksnis
Subject: RE: Added Remote Indicator Light for Duct Detector

Shaw,

Breakdown for the CO below:

Parts: RA100Z Remote Indicator \$50
Labor: 1 crew 8 hours total \$1140

Karan Wiltshire

From: Ray Bahrami <Bahramir@deland.org>
Sent: Monday, November 1, 2021 12:15 PM
To: Ken Keeley
Cc: 'Markheino'; 'Karan Wiltshire'; alecdoerstling@constructfl.com; 'Gay Geiger'; Todd Allen; 'Johnnie Lohrum'
Subject: RE: RE: Fire station and Police evidence Costs

Hi Ken,

Please proceed with two electrical change orders listed in your email below.

Ray Bahrami, P.E., PMP, CPM, CFM
Deputy Public Services Director/City Engineer
City of DeLand
(386) 626-7189

From: Ken Keeley <kenkeeley@constructfl.com>
Sent: Monday, November 1, 2021 9:49 AM
To: Ray Bahrami <Bahramir@deland.org>
Cc: 'Markheino' <markheino@constructfl.com>; 'Karan Wiltshire' <karanwiltshire@constructfl.com>; alecdoerstling@constructfl.com; 'Gay Geiger' <GGeiger@schenkelshultz.com>; Todd Allen <allent@deland.org>; 'Johnnie Lohrum' <jlohrum@schenkelshultz.com>
Subject: RE: RE: Fire station and Police evidence Costs

Good morning Ray,

In the spirit of not performing any work until we have approved change orders.

Please give us the permission to do the (2) electrical changes to help get the fire building closed out.

The electrical costs for the elevator shaft. (\$1,798 and 5 day extension ^{#28}

The Electrical change to add the remote indicator in the Decon room. (\$1,439 ^{#33}

Thank you

Ken Keeley
Project Manager
Keator Construction
599 Maguire Rd
Ocoee, FL. 34761
Phone (407) 630-0934
Fax (407) 894-0107
kenkeeley@constructfl.com
www.keatorconstruction.com

From: Johnnie Lohrum <jlohrum@schenkelshultz.com>
Sent: Friday, October 29, 2021 1:50 PM
To: Ken Keeley <kenkeeley@constructfl.com>; Ray Bahrami <Bahramir@deland.org>
Cc: 'Markheino' <markheino@constructfl.com>; 'Karan Wiltshire' <karanwiltshire@constructfl.com>;



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-34

Date: 01/11/2022

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	118,400.16
The Contract Sum prior to this Change Order was	\$	6,516,793.16
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	11,651.20
The new Contract Sum including this Change Order will be	\$	6,528,444.36
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

City of Deland

Keator Construction, LLC

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**1102 S. Garfield Avenue
Deland, FL 32724599 Maguire Road
Ocoee, FL 34761**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-34

Date: 01/11/2022

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

Advance Mechanical \$5957.00

-cost to provide NO2/Co sensors not previously shown on drawings and based on onsite visit

Premier Commercial \$850.00

-cost to paint additional 150' of conduit when ceiling is complete

All 3 Electric \$3785.00

-cost to intercept and re route EERS fans and other costs associated with the EERS/CO2 system not previously shown on plans and as discussed in the field

General Contractor Fee (10%) \$11059.20

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Days

Amount

34: 20336-34

0

11,651.20

- No Work Description.

<https://redteam.link/5y5ktva>



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

December 1, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#18 Re-routing and Re-pulling EERS Power Wiring

Dear Ken,

All 3 Electric Company is submitting a cost change proposal for:

Intercept and re-route EERS fans power wiring, installing a wire trough, pulling homeruns out in order to cut conduits at the concrete wall and then re-pulling that wiring from the panel through the control cabinet back to the receptacles in the ceiling. Costs associated with this work also includes all job expenses for fuel, trucks, drive time and lift rental since we have been demobilized for some time. We do not include control wiring or piping for this scope of work.

The price for said scope of work is: **\$3,785.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (2) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.

- ~ Repairs to caulking necessitated by the scope of this change order.
- ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems installed by others, necessitated by the scope of this change order.
- ~ Repairs to landscaping components necessitated by the scope of this change order Scope.
- ~ Repairs to sidewalks or curbing necessitated by the scope of this change order.
- ~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the scope of this change order.
- ~ Repair of damage incurred by other trades.
- ~ Re-inspection fees for inspections called in without the knowledge and agreement of All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 12/1/2021

Description: Re-route Conduits and Wire for EERS Power

Project No: 20-217

Estimate Totals

1. Material	(without sales tax)	\$718
2. Labor Hours		44
3. Rental Equipment	(without sales tax)	\$450
4. Fuel		\$211

Variables

5. Labor Rate		\$29.50
6. Labor Rate (Supervision)		\$39.50
7. Sales Tax	(percent of material)	6.50
8. Expendable Material	(percent of material)	0.00
9. Labor Burden	(percent of labor)	35.00
10. Tools and Equipment	(percent of labor)	0.00
11. Supervision	(percent of labor)	0.00
12. Clean-up	(percent of labor)	2.00
13. Jobsite Truck	(percent of labor)	10.00
14. Project Mgr / Engineer	(percent of labor)	5.00
15. Overhead	(percent of line 28)	10.00
16. Profit	(percent of line 30)	0.00
17. P & P Bond Premiums	(percent of line 32)	0.00

Extension

18. Material	\$718	
19. Sales Tax on Material	\$47	
20. Fixtures	\$450	
21. Sales Tax on Fixtures	\$29	
22. Subcontract	\$211	
23. Labor	\$1,324	
24. Labor Burden	\$463	
25. Tools and Equipment	\$0	
26. Project Mgr / Engineer	\$66	
27. Jobsite Truck	\$132	
28. Subtotal		\$3,441
29. Overhead	\$344	
30. Subtotal		\$3,785
31. Profit	\$0	
32. Total		\$3,785
33. P & P Bond Premiums	\$0	

GRAND TOTAL

\$3,785

NOTES

Item					Material			Labor		
Size	Item Desc	Qty	UOM	Item Source	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
	RE-INSTALL WIRE	1,250.00			Quote	1.00	0.00	0.0080	1.0000	10.0000
	OPEN/CLOSE PANEL	1.00			Quote	1.00	0.00	1.0000	1.0000	1.0000
	DRIVE TIME	2.00			Quote	1.00	0.00	1.5000	1.0000	3.0000
1"	EMT	80.00	FEET		2.02	1.00	161.60	0.0400	1.0000	3.2000
3/4"	EMT STL RT INS CONN	8.00	EACH		6.51	1.00	52.08	0.0800	1.0000	0.6400
1"	EMT STL RT INS CONN	8.00	EACH		11.61	1.00	92.88	0.0800	1.0000	0.6400
1"	EMT STEEL COMP COUP	8.00	EACH		10.27	1.00	82.16	0.0500	1.0000	0.4000
1"	EMT 1 HOLE STRAP	10.00	EACH		1.62	1.00	16.20	0.0300	1.0000	0.3000
3/4.	KO LABOR ONLY	12.00	EACH		Skip	1.00	0.00	0.2500	1.0000	3.0000
10	THHN SOL CU	450.00	FEET		0.55	1.00	247.50	0.0050	1.0000	2.2500
SMALL	WIRE TERM-LABOR ONLY	80.00	EACH		Skip	1.00	0.00	0.1200	1.0000	9.6000
6X6X3	WIREWAY	1.00	EACH		66.50	1.00	66.50	0.3500	1.0000	0.3500
6.	WIRE TO PULL OUT	1,250.00	FEET		Skip	1.00	0.00	0.0080	1.0000	10.0000
Grand Totals							718.92			44.3800

Premier Commercial Finishes, LLC
385 Commerce Way * Suite 109 * Longwood, Florida 32750
(407) 960-4925



CHANGE ORDER REQUEST #4

TO: Keator Construction

DATE: 11-12-2021

ATTN: Ken Keeley

FROM: Ashley Gall

EMAIL: kenkeeley@constructfl.com

RE: Deland Fire Station

The following reflects changes in scope of work under contract. Once approved, the work will be scheduled and completed.

- **Paint additional conduit piping in Apparatus Bay (ceiling is complete) – utilize lift provided by Keator team: approximately 150 LF**

Add \$ 850.00

- **Provide scissor lift for access to ceiling = Add \$ 850.00**

**Itemized Cost Breakdown
for Directives/Change Orders
CHANGE ORDER # 4 REV**

Submitted By: Jaime DiOrio - Advance Mechanical Systems

Project Name: Deland Fire Station Date: 1/7/2022
Contract No: 2770001-28 Directive/Pending Item: NO2/CO Sensor

<u>Labor Classification</u>	<u>Total Hours</u>	<u>Base Hourly Rate (Without Burden)</u>	<u>Total</u>
Mechanical	8.00 @	45.00 /hr	360.00
Foreman	1.00 @	55.00 /hr	55.00
Office	1.00 @	35.00 /hr	35.00
	@	/hr	-
	@	/hr	-
Sub-Total Direct Labor:			\$ 450.00
Direct Labor Burden (49%):			\$ 220.50
(taxes/insurance/Work Comp.)			
15% Mark-Up (OH&P):			100.58
Union Benefits (if applicable)			\$ -
Total Labor:			\$ 771.08

Materials

	\$ -
	\$ -
Sub-Total Material:	\$ -
Material Transportation:	\$ -
15% Mark-Up (OH&P)	\$ 0.00
Sales Tax on Material	\$ -
Total Materials:	\$ -

Equipment Rental (itemize and /or attach invoices)

	\$ -
Sub-Total Equipment:	\$ -
15% Mark-Up on Equip:	\$ -
Total Equip. Rental:	\$ -

Subcontractors (attach Itemized Cost Breakdown and signed proposals)

<u>1 NO2/CO Sensor</u>	\$ 4,510.00
Sub-Total Subcontractors:	\$ 4,510.00
15% Mark-Up on Subs:	\$ 676.50
Total Subs:	\$ 5,186.50

Directive/Change Order Sub-Total \$ 5,957.58

Previous Scope (Original Contract)

	\$ -	\$ -
Directive/Change Order Sub-Total:	\$ 5,957.58	
Permits (if applicable):	\$ -	
Bonds (if applicable):	\$ -	

Total Cost of this Directive/Change Order Request: \$ 5,957.00



...empowering people with technology

637 Rasley Road New Smyrna Beach, FL 32168

Phone (386) 409-3310

Project Quote

January 5, 2022

Quote - 22004

TO:

Advance Mechanical Systems

1. Project Background and Description

DeLand Fire Station 81 Additional CO/NO2 Sensors REV1

2. Project Scope

We are pleased to provide the following proposal to furnish and install (1) New Senva TG CO/NO2 Sensor and move (1) existing Senva TG CO/NO2 sensor to the new specified location. Our scope is further clarified as follows:

- Furnish and Install new CO/NO2 Sensor per Engineers revised drawing
- Wire new sensor to existing CO/NO2 Controller.
- Reprogram existing CO/NO2 Controller to activate upon an alarm from any of the (2) sensors located in the apparatus bay.
- Test each sensor with CO and NO2 spray.
- Control wiring to be in conduit where required(exposed)
- Wire EERS panel to initiate up a CO/NO2 alarm from any of the (2) sensors located in the apparatus bay.
- Rentals/Lifts for this scope of work
- One-year warranty on this scope of work.

3. Project Exclusions

- Alarm set points to be provided by Engineer prior to installation.

QUOTE TOTAL = \$4,510.00



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-23

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

Contract 12/07/2020
Date:

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	118,400.16
The Contract Sum prior to this Change Order was	\$	6,516,793.16
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	4,413.20
The new Contract Sum including this Change Order will be	\$	6,521,206.36
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Schenkel Shultz Architecture

Keator Construction, LLC

City of Deland

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**200 E. Robinson St., Suite 300
Orlando, FL 32801599 Maguire Road
Ocoee, FL 347611102 S. Garfield Avenue
Deland, FL 32724**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-23

Date: 10/04/2021

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

All 3 Electric \$4012

-Cost to provide more smoke detectors in both Fire Station and Police Evidence Building required by the Fire Marshall during inspections

Police Evidence \$1432.80

Fire Station \$2579.20

General Contractor Fee (10%) \$401.20

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Days

Amount

23: 20336-23

0

4,413.20

- No Work Description.

<https://redteam.link/cvxoag1>



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

September 28, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#13 Fire Marshal Changes Both Buildings

Dear Ken,
All 3 Electric Company is submitting a cost change proposal for:

Fire Marshal changes associated with both buildings which require some added conduit and boxes, relocation of modules and surge at the fire station, additional smoke detectors at the fire station and additional smoke and heat detectors at the police evidence building.

The price for said scope of work is: **\$4,012.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (3) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.
 - ~ Repairs to caulking necessitated by the scope of this change order.
 - ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems

cl
1/11/22
Evidence \$ 1,432.80
Fire Station \$ 2,579.20

installed by others, necessitated by the scope of this change order.

~ Repairs to landscaping components necessitated by the scope of this change order
Scope.

~ Repairs to sidewalks or curbing necessitated by the scope of this change order.

~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the
scope of this change order.

~ Repair of damage incurred by other trades.

~ Re-inspection fees for inspections called in without the knowledge and agreement of
All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further
assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 9/28/2021

Description: Fire Marshal Changes

Project No: 20-217

Estimate Totals		
1. Material	(without sales tax)	\$292
2. Labor Hours		4
3. Rental Equipment	(without sales tax)	\$0
4. Subcontract		\$3,170
Variables		
5. Labor Rate		\$29.50
6. Labor Rate (Supervision)		\$39.50
7. Sales Tax	(percent of material)	6.50
8. Expendable Material	(percent of material)	0.00
9. Labor Burden	(percent of labor)	35.00
10. Tools and Equipment	(percent of labor)	0.00
11. Supervision	(percent of labor)	2.00
12. Clean-up	(percent of labor)	0.00
13. Jobsite Truck	(percent of labor)	0.00
14. Project Mgr / Engineer	(percent of labor)	2.00
15. Overhead	(percent of line 28)	10.00
16. Profit	(percent of line 30)	0.00
17. P & P Bond Premiums	(percent of line 32)	0.00
Extension		
18. Material		\$292
19. Sales Tax on Material		\$19
20. Fixtures		\$0
21. Sales Tax on Fixtures		\$0
22. Subcontract		\$3,170
23. Labor		\$121
24. Labor Burden		\$42
25. Tools and Equipment		\$0
26. Project Mgr / Engineer		\$2
27. Jobsite Truck		\$0
28. Subtotal		\$3,647
29. Overhead		\$365
30. Subtotal		\$4,012
31. Profit		\$0
32. Total		\$4,012
33. P & P Bond Premiums		\$0
GRAND TOTAL		\$4,012

NOTES					Material			Labor		
Item					Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
Size	Item Desc	Qty	UOM	Item Source						
	DOCUMENT BOX	1.00			50.00	1.00	50.00	0.2500	1.0000	0.2500
3/4"	EMT	70.00	FEET		1.05	1.00	73.50	0.0200	1.0000	1.4000
3/4"	EMT STL RT INS CONN	7.00	EACH		6.51	1.00	45.57	0.0800	1.0000	0.5600
3/4"	EMT STEEL SS CONN	2.00	EACH		2.60	1.00	5.20	0.0600	1.0000	0.1200
3/4"	EMT STEEL COMP COUP	7.00	EACH		6.89	1.00	48.23	0.0500	1.0000	0.3500
3/4"	PLASTIC BUSHINGS	2.00	EACH		0.70	1.00	1.40	0.1200	1.0000	0.2400
	TEK SCREWS	25.00	EACH		0.07	1.00	1.75	0.0200	1.0000	0.5000
3/4"	UNISTRUT STRAP	9.00	EACH		2.05	1.00	18.45	0.0250	1.0000	0.2250
4 SQ BOX	2-1/8D 3/4 KO	8.00	EACH		6.03	1.00	48.24	0.1200	1.0000	0.9600
	SMOKE DETECTOR	7.00	EACH		Quote	1.00	0.00	Manual	1.0000	0.0000
	HEAT DETECTOR	2.00	EACH		Quote	1.00	0.00	Manual	1.0000	0.0000
	REMOVE EX FA DEVICE	5.00	EACH		Skip	1.00	0.00	Manual	1.0000	0.0000
	INSTALL EX FA DEVICE	5.00	EACH		Skip	1.00	0.00	Manual	1.0000	0.0000
Grand Totals							292.34			4.6050

Shaw Rowland

From: Darryl Elksnis [<mailto:delksnis@lifesafetydesigns.com>]
Sent: Tuesday, September 28, 2021 8:20 AM
To: Shaw Rowland
Cc: Tom Pounds
Subject: FW: City of Deland - Application FP21-062 has corrections required

Shaw:

I have attached for your viewing the FM's comments and additional requirements at the Fire Station building. This does not include additions to the Evidence Building which he said he was meeting with the Supervisor of that building today to determine if they are any requirements that will need to be added. We have made the changes to the Fire Station and resubmitted to the FM last week. The only cost related issue is he added 5 ceiling mounted smoke detectors. Our cost to supply and install them would be \$1,737.60. This price includes the drawing revision that we have done already.

Thank you,

Darryl Elksnis

LIFE SAFETY
Life Safety Designs, Inc.
Darryl Elksnis
President
(904) 388-1700 Main
delksnis@lifesafetydesigns.com
3038 Lenox Avenue
Jacksonville, Florida 32254
www.lifesafetydesigns.com

From: Placide Denis <pdenis@lifesafetydesigns.com>
Sent: Friday, September 24, 2021 2:16 PM
To: Darryl Elksnis <delksnis@lifesafetydesigns.com>
Cc: Bernard Jones <bjones@lifesafetydesigns.com>; Tom Pounds <tpounds@lifesafetydesigns.com>
Subject: FW: City of Deland - Application FP21-062 has corrections required

Here are the screen shots of the issues the plans reviewer listed. The issues will have to be corrected prior to permit approval. The conditions are the things the inspector will be looking for during the inspection. By my count the change order would consist of:

1. Addition of (5) five smoke detectors
2. Provide a document box at the FACP.
3. Relocate the sprk. flow & tamper monitor modules and the backflow preventer low voltage surge and monitor module

The plans reviewer also said in regards to the Police Evidence Fac. The Evidence Fac. has to meet a certain level of accreditation which may require additional smoke coverage beyond what the contract drawings and our shop drawings

Shaw Rowland

From: Darryl Elksnis [<mailto:delksnis@lifesafetydesigns.com>]
Sent: Tuesday, September 28, 2021 2:42 PM
To: Shaw Rowland
Subject: RE: FW: City of Deland - Application FP21-063 has corrections required

Shaw:

The fire marshal has requested that we add 2 smoke detectors and 2 heat detectors in the Evidence Building. The total cost for us to supply and install these additional devices would be \$1,432.80. This price includes the drawing revisions. We will await your approval of this change before proceeding.

Thank you,

Darryl Elksnis

LIFE SAFETY
DESIGNS, INC.

Life Safety Designs, Inc.

Darryl Elksnis
President

(904) 388-1700 Main
delksnis@lifesafetydesigns.com

3038 Lenox Avenue
Jacksonville, Florida 32254
www.lifesafetydesigns.com



Keator Construction, LLC

CHANGE ORDER

1 OF 2

Change Order Number: 20336-34

Date: 01/11/2022

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

**Customer
Contract ID:**

Contractor: Keator Construction, LLC
599 Maguire Road
Ocoee, FL 34761

**Contract
Date:** 12/07/2020

THE CONTRACT IS CHANGED AS FOLLOWS:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	6,398,393.00
The net change by previously authorized Change Orders	\$	118,400.16
The Contract Sum prior to this Change Order was	\$	6,516,793.16
The Contract Sum will be INCREASED by this Change Order in the amount of	\$	11,651.20
The new Contract Sum including this Change Order will be	\$	6,528,444.36
The Contract Time will be adjusted by ZERO (0) days.		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

City of Deland

Keator Construction, LLC

ARCHITECT (Firm name)**CONTRACTOR (Firm name)****OWNER (Firm name)**1102 S. Garfield Avenue
Deland, FL 32724599 Maguire Road
Ocoee, FL 34761**ADDRESS****ADDRESS****ADDRESS****BY (Signature)****BY (Signature)****BY (Signature)****Typed name****Typed name****Typed name****DATE****DATE****DATE**



Keator Construction, LLC

CHANGE ORDER

2 OF 2

Change Order Number: 20336-34

Date: 01/11/2022

Project: 20-336 Deland Fire Station #81
333 W. Clara Avenue
Deland, FL 32724

Project #: 2770001

Customer
Contract ID:

Narrative for this Change

Advance Mechanical \$5957.00

-cost to provide NO2/Co sensors not previously shown on drawings and based on onsite visit

Premier Commercial \$850.00

-cost to paint additional 150' of conduit when ceiling is complete

All 3 Electric \$3785.00

-cost to intercept and re route EERS fans and other costs associated with the EERS/CO2 system not previously shown on plans and as discussed in the field

General Contractor Fee (10%) \$11059.20

Details

INCLUDED IN THIS CHANGE:

(Includes, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Days

Amount

34: 20336-34

0

11,651.20

- No Work Description.

<https://redteam.link/5y5ktva>



**ALL 3 ELECTRIC
INC.**

3520 Agricultural Center Drive, Suite 309
St. Augustine, FL 32092
Phone: 904-547-2156
Fax: 904-217-8040

December 1, 2021

Ken Keeley
Keator Construction
599 Maguire Rd
Ocoee, FL 34761

Re: Deland Fire Station 81 & Police Evidence Bldg
CO#18 Re-routing and Re-pulling EERS Power Wiring

Dear Ken,

All 3 Electric Company is submitting a cost change proposal for:

Intercept and re-route EERS fans power wiring, installing a wire trough, pulling homeruns out in order to cut conduits at the concrete wall and then re-pulling that wiring from the panel through the control cabinet back to the receptacles in the ceiling. Costs associated with this work also includes all job expenses for fuel, trucks, drive time and lift rental since we have been demobilized for some time. We do not include control wiring or piping for this scope of work.

The price for said scope of work is: **\$3,785.**

1. This proposal is based on a standard work week of 40 hours between Monday morning and Friday afternoon. No overtime is included.
2. All 3 Electric will require an additional (2) days over and above the current contract deadline in order to complete this work.
3. Sufficient lead-time is required after approval to facilitate ordering materials and scheduling of manpower.
4. This proposal is contingent upon performing the work in the current project phase. Extended delay resulting in additional work, including but not limited to, demolition, rework, "fishing" walls makes this proposal null and void.
5. Due to the volatility of the commodities market, this proposal is void five (5) business days from date of proposal.
6. It is the job of the design professional to design the job to be in compliance with all National, State and Local Municipality codes. Any changes to bring All 3 Electric's installation as per plans, specs or General Contractor instructions into compliance with any of the above referenced codes are specifically excluded from this proposal.
7. This proposal does specifically excludes:
 - ~ Bond or permit fees.
 - ~ Utility fees or temporary power wiring.
 - ~ Repairs to concrete decks or walls necessitated by the scope of this change order.
 - ~ Repairs to framing necessitated by the scope of this change order.
 - ~ Repairs to drywall, wall texture, wall trim, paint, ceiling or floor treatment necessitated by the scope of this change order.

- ~ Repairs to caulking necessitated by the scope of this change order.
- ~ Repairs to plumbing, mechanical, fire sprinkler, phone, cable or other systems installed by others, necessitated by the scope of this change order.
- ~ Repairs to landscaping components necessitated by the scope of this change order Scope.
- ~ Repairs to sidewalks or curbing necessitated by the scope of this change order.
- ~ Repairs to compaction, drainage and/or re-surfacing of roadways necessitated by the scope of this change order.
- ~ Repair of damage incurred by other trades.
- ~ Re-inspection fees for inspections called in without the knowledge and agreement of All 3 Electric.

8. By accepting this proposal, you have agreed to all stated terms.

Please don't hesitate to contact me at (904)547-2156 ext. 103 if I can be of further assistance.

Sincerely,

Shaw Rowland

Shaw Rowland
Sr. Project Manager

Acceptance Of Proposal:

Signed: _____

Printed Name: _____

Date: _____

All 3 Electric

Change Proposal Recapitulation

Project: Deland Fire and Police Evidence Bldg

Date: 12/1/2021

Description: Re-route Conduits and Wire for EERS Power

Project No: 20-217

Estimate Totals

1. Material	(without sales tax)	\$718
2. Labor Hours		44
3. Rental Equipment	(without sales tax)	\$450
4. Fuel		\$211

Variables

5. Labor Rate		\$29.50
6. Labor Rate (Supervision)		\$39.50
7. Sales Tax	(percent of material)	6.50
8. Expendable Material	(percent of material)	0.00
9. Labor Burden	(percent of labor)	35.00
10. Tools and Equipment	(percent of labor)	0.00
11. Supervision	(percent of labor)	0.00
12. Clean-up	(percent of labor)	2.00
13. Jobsite Truck	(percent of labor)	10.00
14. Project Mgr / Engineer	(percent of labor)	5.00
15. Overhead	(percent of line 28)	10.00
16. Profit	(percent of line 30)	0.00
17. P & P Bond Premiums	(percent of line 32)	0.00

Extension

18. Material	\$718	
19. Sales Tax on Material	\$47	
20. Fixtures	\$450	
21. Sales Tax on Fixtures	\$29	
22. Subcontract	\$211	
23. Labor	\$1,324	
24. Labor Burden	\$463	
25. Tools and Equipment	\$0	
26. Project Mgr / Engineer	\$66	
27. Jobsite Truck	\$132	
28. Subtotal		\$3,441
29. Overhead	\$344	
30. Subtotal		\$3,785
31. Profit	\$0	
32. Total		\$3,785
33. P & P Bond Premiums	\$0	

GRAND TOTAL

\$3,785

NOTES

Item					Material			Labor		
Size	Item Desc	Qty	UOM	Item Source	Mat Unit	Mat Adj	Mat Ext	Lbr Unit	Lbr Adj	Lbr Ext
	RE-INSTALL WIRE	1,250.00			Quote	1.00	0.00	0.0080	1.0000	10.0000
	OPEN/CLOSE PANEL	1.00			Quote	1.00	0.00	1.0000	1.0000	1.0000
	DRIVE TIME	2.00			Quote	1.00	0.00	1.5000	1.0000	3.0000
1"	EMT	80.00	FEET		2.02	1.00	161.60	0.0400	1.0000	3.2000
3/4"	EMT STL RT INS CONN	8.00	EACH		6.51	1.00	52.08	0.0800	1.0000	0.6400
1"	EMT STL RT INS CONN	8.00	EACH		11.61	1.00	92.88	0.0800	1.0000	0.6400
1"	EMT STEEL COMP COUP	8.00	EACH		10.27	1.00	82.16	0.0500	1.0000	0.4000
1"	EMT 1 HOLE STRAP	10.00	EACH		1.62	1.00	16.20	0.0300	1.0000	0.3000
3/4.	KO LABOR ONLY	12.00	EACH		Skip	1.00	0.00	0.2500	1.0000	3.0000
10	THHN SOL CU	450.00	FEET		0.55	1.00	247.50	0.0050	1.0000	2.2500
SMALL	WIRE TERM-LABOR ONLY	80.00	EACH		Skip	1.00	0.00	0.1200	1.0000	9.6000
6X6X3	WIREWAY	1.00	EACH		66.50	1.00	66.50	0.3500	1.0000	0.3500
6.	WIRE TO PULL OUT	1,250.00	FEET		Skip	1.00	0.00	0.0080	1.0000	10.0000
Grand Totals							718.92			44.3800

Premier Commercial Finishes, LLC
385 Commerce Way * Suite 109 * Longwood, Florida 32750
(407) 960-4925



CHANGE ORDER REQUEST #4

TO: Keator Construction

DATE: 11-12-2021

ATTN: Ken Keeley

FROM: Ashley Gall

EMAIL: kenkeeley@constructfl.com

RE: Deland Fire Station

The following reflects changes in scope of work under contract. Once approved, the work will be scheduled and completed.

- **Paint additional conduit piping in Apparatus Bay (ceiling is complete) – utilize lift provided by Keator team: approximately 150 LF**

Add \$ 850.00

- **Provide scissor lift for access to ceiling = Add \$ 850.00**

**Itemized Cost Breakdown
for Directives/Change Orders
CHANGE ORDER # 4 REV**

Submitted By: Jaime DiOrio - Advance Mechanical Systems

Project Name: Deland Fire Station Date: 1/7/2022
Contract No: 2770001-28 Directive/Pending Item: NO2/CO Sensor

<u>Labor Classification</u>	<u>Total Hours</u>	<u>Base Hourly Rate (Without Burden)</u>	<u>Total</u>
Mechanical	8.00 @	45.00 /hr	360.00
Foreman	1.00 @	55.00 /hr	55.00
Office	1.00 @	35.00 /hr	35.00
	@	/hr	-
	@	/hr	-
Sub-Total Direct Labor:			\$ 450.00
Direct Labor Burden (49%):			\$ 220.50
(taxes/insurance/Work Comp.)			
15% Mark-Up (OH&P):			100.58
Union Benefits (if applicable)			\$ -
Total Labor:			\$ 771.08

Materials

	\$	
	\$	-
Sub-Total Material:	\$	-
Material Transportation:	\$	-
15% Mark-Up (OH&P)	\$	0.00
Sales Tax on Material	\$	-
	Total Materials:	\$ -

Equipment Rental (itemize and /or attach invoices)

	\$	-
Sub-Total Equipment:	\$	-
15% Mark-Up on Equip:	\$	-
Total Equip. Rental:	\$	-

Subcontractors (attach Itemized Cost Breakdown and signed proposals)

<u>1 NO2/CO Sensor</u>		\$	<u>4,510.00</u>	
	Sub-Total Subcontractors:	\$	<u>4,510.00</u>	
	15% Mark-Up on Subs:	\$	<u>676.50</u>	
	Total Subs:	\$		5,186.50

Directive/Change Order Sub-Total \$ 5,957.58

Previous Scope (Original Contract)

	\$	-	\$	-
Directive/Change Order Sub-Total:	\$	<u>5,957.58</u>		
Permits (if applicable):	\$	<u>-</u>		
Bonds (if applicable):	\$	<u>-</u>		

Total Cost of this Directive/Change Order Request: \$ 5,957.00



...empowering people with technology

637 Rasley Road New Smyrna Beach, FL 32168

Phone (386) 409-3310

Project Quote

January 5, 2022

Quote - 22004

TO:

Advance Mechanical Systems

1. Project Background and Description

DeLand Fire Station 81 Additional CO/NO2 Sensors REV1

2. Project Scope

We are pleased to provide the following proposal to furnish and install (1) New Senva TG CO/NO2 Sensor and move (1) existing Senva TG CO/NO2 sensor to the new specified location. Our scope is further clarified as follows:

- Furnish and Install new CO/NO2 Sensor per Engineers revised drawing
- Wire new sensor to existing CO/NO2 Controller.
- Reprogram existing CO/NO2 Controller to activate upon an alarm from any of the (2) sensors located in the apparatus bay.
- Test each sensor with CO and NO2 spray.
- Control wiring to be in conduit where required(exposed)
- Wire EERS panel to initiate up a CO/NO2 alarm from any of the (2) sensors located in the apparatus bay.
- Rentals/Lifts for this scope of work
- One-year warranty on this scope of work.

3. Project Exclusions

- Alarm set points to be provided by Engineer prior to installation.

QUOTE TOTAL = \$4,510.00

Deland Fire Station				
12.20.21				
Change Order #	Date	Amount	Description	Approved by SSA and City of Deland
#6	03.19.201	\$ 1,321.10	additional horn strobe	Yes 12/20/21
#15	06.18.21	\$ 2,494.80	additional conduits & wiring for folding doors	Yes 12/20/21
#16	06.18.21	\$ 1,883.20	relocate push buttons	Yes 12/20/21
#21	10.04.21	\$ 9,160.80	additional fencing	Yes 12/20/21
#22	10.04.21	\$ 880.00	additional sprinkler head	Yes 12/20/21
#23	10.04.21	\$ 4,413.20	additional smoke detectors	Yes 12/20/21
#24	10.04.21	\$ 807.40	Add card reader @ tower door	Yes 12/20/21
#25	10.04.21	\$ 2,561.90	additional HVAC	Yes 12/20/21
#28	10.25.21	\$ 1,977.80	additional electric @ elevator	Yes 12/20/21
#30	12.01.21	\$ 1,272.70	Add small 81 signs	Yes 12/20/21
#31	10.26.21	\$ 2,306.70	relocate 81 sign on tower	Yes 12/20/21
#32	12.01.21	\$ 1,288.70	additional electrical to 81 signs lift cost removed	Yes 12/20/21
#33	10.28.21	\$ 1,439.90	additional electrical for duct detector	Yes 12/20/21
#34	12.20.21	\$ 13,764.30	co2 amd EERS sysytem changes requested	Pending

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Consideration re Appointments to Historic Preservation Board.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: HPB Members

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The terms for Seats 3 and 6 on the Historic Preservation Board have expired. The Board shall have seven members appointed by the City Commission to serve for a period of three years. At least four (4) of the seven members shall be residents of the City of DeLand. Three (3) members may be non-residents who own land in the Historic District. One member of the Board shall be a registered architect, if available. The remaining six appointments shall be made on the basis of civic pride, integrity, experience, and interest in the field of historic preservation. The City Commission should, whenever possible, appoint a representative from each of the following areas of expertise:

- (a) History
- (b) Real estate or real property appraisal
- (c) Urban planning

Both members have requested, and are eligible for, reappointment. Staff has not received any other applications.

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 reappoint Scott Price to Seat 3 on the Historic Preservation Board, and Dagny Robertson to Seat 6, for terms to expire October 1, 2025.

BACKGROUND/DISCUSSION:

HISTORIC PRESERVATION BOARD

Revised

7 Members; 3-year Terms

SEAT NO.	MEMBER	TELEPHONE	APPOINTED	TERM EXPIRES
1.	(R) Charles Jordan 426 No. Stone St. DeLand 32720 cjordan@new-worldbuilders.com	386-868-2209 (C)		10-01-2022
2.	(R) Renee Garrison, Vice Chair 523 Heron Point Way DeLand 32724 reneegarrison@yahoo.com	407-644-4501 (H)		10-01-2023
3.	(R) Scott Price (<i>Real Estate/Historic Home Repair</i>) 146 No. Woodland Blvd. DeLand 32720 sprice015@hotmail.com	386-848-3979	02-04-19	10-01-2021
4.	(R) Solomon Greene (<i>Real Estate</i>), Chair 446 W. New York Ave. 32720 DeLand 32720 sdgreene@sdgreene.com	386-734-2200 (O)	03-07-16	10-01-2023
5.	(R) Regina Bateman-Santilli 1055 S. Boston Ave. 32724 804 N. Woodland Blvd. 32720 dantra@cfl.rr.com	386-717-9876 (H) 386-734-7571 (O)	09-17-12	10-01-2023
6.	(R) Dagny Robertson (<i>History</i>) 206 E. Kentucky Ave. DeLand 32724 dagnyrobertson@gmail.com	386-490-2921	02-04-19	10-01-2021
7.	Ross Janke (<i>Real Estate/History/Construction</i>) 2222 Ridge Rd. DeLand 32720 rossjanke@outlook.com		02-07-22	10-01-2025

(R): City Resident.

Seven Members; shall be citizens of the City (except as provided below); shall whenever possible, include a registered architect, and a representative from each of the following areas of expertise: history, real estate or real property appraisal, urban planning and engineering or building construction. At least four (4) of the seven (7) members shall be residents of the City of DeLand. Three (3) of the seven (7) members may be non-residents who own land in the Historic District. [Ord. 2001-07].

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Second Reading of Ordinance No. 2022-01, Approving Code Enforcement Lien Amnesty Program.

DEPARTMENT: Community Development

PREPARED BY: Rick Werbiskis, Community Dev. Director

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The City has implemented a Code Enforcement Lien Amnesty Program since 2016 by means of the adoption of resolutions. It is now proposed that the City Commission continue to provide property owners with a Code Enforcement Lien Amnesty Program by means of the enactment of an Ordinance providing for the Program. The ordinance was approved on first reading on February 7, 2022.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Smart Growth Principals - Encourage Redevelopment

SUSTAINABILITY:

Strategic Hypothesis #6 - Safety and Security

FISCAL IMPACT:

The City has implemented a Code Enforcement Lien Amnesty Program by means of the adoption of resolutions in the past and has successfully collected funds and assisted the active DeLand real estate market to place properties into useful uses which enhance the overall City with code compliant properties as well as the tax base of the City as properties are improved. The enactment of an Ordinance will continue those positive results into the future.

RECOMMENDATION:

It is recommended that the City Commission approve the Ordinance relating to the City's Code Enforcement Lien Amnesty Program on second reading.

BACKGROUND/DISCUSSION:

The City has implemented a Code Enforcement Lien Amnesty Program since 2016 by means of the adoption of resolutions on an annual basis. It is now requested that the City Commission continue to provide property owners with a Code Enforcement Lien Amnesty Program by means of the enactment of an Ordinance providing for the Program.

The Program provides an incentive to and opportunity for property owners who may have outstanding code enforcement violations to bring their property into compliance, encourage the payment of outstanding fines and

allow property owners to clear their property titles, all of which enhances the overall DeLand real estate market.

The City's ultimate goal is compliance with regard to code violations and the Code Enforcement Lien Amnesty Program provides a reasonable time period during which property owners may take advantage of the opportunity to bring their property into compliance and rectify outstanding code enforcement liens at a reduced cost. Code enforcement liens imposed pursuant to Chapter 7A of the Code of Ordinances of the City of DeLand and Chapter 162, Florida Statutes, resulting from orders issued by the City's Code Enforcement Special Magistrate run in favor of the City. Liens on property can make it difficult for a property owner to sell or refinance properties.

The proposed Ordinance provides that the duration of the Code Enforcement Lien Amnesty Program shall be from the effective date of the Ordinance for an indeterminate period and that the Program may be sunsetted and terminated upon the adoption of a resolution by the City Commission.

Property owners may apply for relief under the Program upon paying a \$100.00 non-refundable application fee. Property owners with multiple code enforcement liens must apply for each lien simultaneously under the Program with each lien being subject to the application fee.

Liens for which relief under the Program may not be granted include utility liens, special assessment liens or payments due for code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition. Such liens must be paid in full prior to a property owner requesting a lien reduction under the terms of this Ordinance.

To be eligible for relief under the Program, property must be in compliance with all City codes and ordinances and all property owned by the same property owner in the City must be fully in compliance. Additionally, all outstanding or unpaid special assessment liens or payments due for code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition or any other costs or liens imposed by the City must be paid and the property must be current on all utility payments.

Lien reductions are adjudicated by the City Manager, or designee, and may be to an amount equal to all hard costs/amounts otherwise due to the City plus an amount equal to the greatest of the following:

- (1). 5% of the total amount owed on the code enforcement fine/lien; or
- (2). 2% of the just fair market value of the property, as set forth in the records of the Volusia County Property Appraiser, which is subject to the lien and on which the violation giving rise to the lien occurred; or
- (3). All administrative staff costs and legal costs associated with the City code enforcement activities related to the property.

The reduced lien/fine amount must be paid in full within 30 days of the date of approval of the application and, if the reduced lien/fine is not timely paid, the lien/fine amount reverts back to the original lien/fine amount and the application fee shall be forfeited.

The proposed Ordinance also provides for various implementing administrative actions.

ORDINANCE NO. 2022 - 01

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM; PROVIDING FOR PROGRAM DURATION, ACCEPTANCE OF APPLICATIONS, APPLICATION FEE, AND APPLICATION PROCEDURE WHEN MULTIPLE VIOLATIONS PRESENT; PROVIDING FOR INELIGIBLE LIENS; PROVIDING FOR ELIGIBILITY CRITERIA; PROVIDING FOR CALCULATION OF LIEN REDUCTIONS, DEADLINE FOR PAYMENT OF REDUCED LIEN, AND CONSEQUENCE OF NONPAYMENT OF REDUCED LIEN BY DEADLINE; PROVIDING FOR ACCEPTABLE METHODS OF PAYMENT OF APPLICATION FEES AND REDUCED LIENS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand wishes to continue to provide property owners with a Code Enforcement Lien Amnesty Program as has been implemented by the adoption of resolutions in the past; and

WHEREAS, in order to provide an incentive to and opportunity for property owners who may have outstanding code enforcement violations to bring their property into compliance, to encourage the payment of outstanding fines and to allow property owners to clear their property titles it has been determined to legislatively enact the Code Enforcement Lien Amnesty Program; and

WHEREAS, the City of DeLand's ultimate goal of compliance as to code violations and the Code Enforcement Lien Amnesty Program provides a reasonable time period during which property owners may take advantage of the opportunity to bring their property into compliance and rectify outstanding code enforcement liens at a reduced cost; and

WHEREAS, code enforcement liens imposed pursuant to Chapter 7A of the *Code of Ordinances of the City of DeLand* and Chapter 162, *Florida Statutes*, resulting from orders issued by the City's Code Enforcement Special Magistrate run in favor of the City of DeLand and the City recognizes that a lien on property can make it difficult for a property owner to sell or refinance properties; and

WHEREAS, the City Commission of the City of DeLand has the authority to execute a satisfaction or release of such code enforcement liens and desires to expedite the process of settlement of certain code enforcement liens for a limited period of time through its Code Enforcement Lien Amnesty Program; and

WHEREAS, the City Commission of the City of DeLand desires to grant the authority to the City Manager the ability to reduce such code enforcement liens/fines for a limited period of time; and

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of DeLand to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the City Commission of the City of DeLand has determined that it is in the best interest of the citizens of the City of DeLand to enact this Ordinance.

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

Section 1. Legislative Findings.

(a). The City staff report and City Commission agenda memorandum relating to this matter are hereby adopted as if fully set forth herein.

(b). This Code Enforcement Lien Amnesty Program and the provisions of this Ordinance shall be construed and applied separately and apart from any other provision of the *City Code* providing for fines or lien reductions.

(c). The City of DeLand has complied with all requirements and procedures of controlling Florida law.

Section 2. Program Duration/Sunset; Acceptance of Applications; Application Fee; Multiple Violations.

(a). The duration of the Code Enforcement Lien Amnesty Program shall be from the effective date of this Ordinance for an indeterminate period; provided, however, that the Program may be sunsetted and terminated upon the adoption of a resolution by the City Commission.

(b). Property owners making application under the Code Enforcement Lien Amnesty Program must complete a Code Enforcement Lien Amnesty Program application on a form as prepared by the City.

(c). Property owners applying to the Code Enforcement Lien Amnesty Program must, in addition to completion a Code Enforcement Lien Amnesty Program application, pay a \$100.00 non-refundable application fee.

(d). Property owners with multiple code enforcement liens must apply for each lien simultaneously under the Program with each lien being subject to the application fee.

Section 3. Ineligible Liens.

(a). Utility liens that may arise under the *City Code* or controlling law are not eligible for the Code Enforcement Lien Amnesty Program.

(b). Special assessment liens or payments due for code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition are not eligible for the Code Enforcement Lien Amnesty Program and such liens must be paid in full prior to a property owner requesting a lien reduction under the terms of this Ordinance. The City Manager shall not approve, compromise or settle any such hard costs or any associated legal fees incurred by the City as a result of a code enforcement case.

Section 4. Eligibility Criteria.

(a). Property must be in compliance with all City codes and ordinances in order to be eligible for the Code Enforcement Lien Amnesty Program and, to that end, all property owned by the same property owner in the City must be fully in compliance. Without limiting the generality of the prior statement, property owners of property on which a repeat violation has been found to have occurred pursuant Chapter 162, *Florida Statutes*, must prove that all properties owned by the owner in the City are fully in compliance.

(b). The property owner must not be subject to any outstanding or unpaid special assessment liens or payments due for code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition or any other costs or liens imposed by the City and must be current on all utility payments.

(c). Both commercial and residential properties are eligible to participate in the program.

Section 5. Calculation Of Lien Reductions; Deadline For Payment Of Reduced Lien; Consequence Of Nonpayment Of Reduced Lien By Deadline.

(a). Upon meeting the conditions set forth in Section 4, the amount of the code enforcement lien shall be reduced to the amount of all hard costs (these include, but are not limited to, code enforcement abatement actions, such as lot mowing/clearing, debris removal, board-up costs or demolition as well as administrative and legal charges) incurred by the City as a result of the subject code enforcement lien plus an amount equal to the greatest of the following:

(1). 5% of the total amount owed on the code enforcement fine/lien; or

(2). 2% of the current just fair market value of the property, as set forth in the records of the Volusia County Property Appraiser, which is subject to the lien and on which the violation giving rise to the lien occurred.

(c). The reduced lien/fine amount shall be paid in full within 30 days of the date of approval of the application and, if the reduced lien/fine is not timely paid, the lien/fine amount shall revert to the original lien/fine amount and the application fee shall be forfeited.

(d). The code enforcement lien/fine will not be released by the City until full payment of the amount determined to be due pursuant to the Code Enforcement Amnesty Program is received by the City.

Section 6. Implementing Administrative Actions.

(a). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

(b). The City Manager, or designee, shall provide an administrative release of lien or satisfaction of lien upon compliance with the requirements set forth in this Ordinance.

(c). All documents executed pursuant to this Ordinance shall be subject to review and approval by the City Attorney prior to execution by the City Manager, or designee.

Section 7. Savings. The prior actions of the City of relating to code enforcement actions and matters of the City, as those terms are used in their broadest sense, as well as any and all related matters, are hereby ratified and affirmed.

Section 8. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 9. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 10. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions Sections 2 through Section 6 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of*, with all other sections not being codified, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that all other sections shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the *Code of Ordinances of the City of* to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 11. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 21st day of February, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: February 07, 2022
Adopted on second reading: February 21, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: First Reading of Ordinance Annexing Two Parcels of Property Totaling Approximately 26.01 Acres, Located at the Northwest Corner of South Blue Lake Avenue and East Taylor Road.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A- Legal Description, Exhibit B-Location and Zoning Map, Aerial Map, Staff Report - AN21-197

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The applicant, Mr. Michael Woods, Esq., Cobb Cole for property owners Stewart Family Properties, LLC, has submitted an application to annex approximately 26.01 acres located at the northwest corner of the intersection of S. Blue Lake Avenue and E. Taylor Road. The City's guidelines for annexation require a property to 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 is contiguous to the City of DeLand, is reasonably compact and is not circuitous. However, the subject property is currently located inside an existing enclave of County jurisdiction. The requested annexation will reduce the enclave and will not adversely impact the provision of governmental services. The parcel is contiguous to the northwest by $\pm$ 334 ft., and to the south by $\pm$ 1,250 ft.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth principles: Strategies: Annexation; Action Steps: 1. Require contiguous properties to annex.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Annexation of property will increase the City's tax base, particularly once it is developed.

RECOMMENDATION:

Staff recommends that the City Commission approve the annexation on first reading and delay second reading until the Land Use amendment is adopted.

BACKGROUND/DISCUSSION:

In conjunction with the annexation application, an application for a change in land use (SMLU21-199) has also been submitted to amend the future land use from Volusia County Rural (R) to the City's Urban Low Intensity

(ULI) designation. Additionally, an application for a zoning change (Z21-198) from Volusia County A-2 (Rural Agriculture) to the City's PD (Planned Development) has also been submitted.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING TWO PARCELS OF LAND TOTALING APPROXIMATELY 26.01 +/- ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF SOUTH BLUE LAKE AVENUE AND EAST TAYLOR ROAD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Mike Woods, Esq, on behalf of the owner, Stewart Family Properties, LLC, submitted a petition for annexation of approximately 26.01 +/- acres of land located at the northwest corner of south Blue Lake Avenue and east Taylor Road; and

WHEREAS, the parcel to be annexed is undeveloped and heavily wooded; and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand on the northwest and to the south, will reduce the size of 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 lands in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mike Woods, Esq., on behalf of the owner, Stewart Family Properties, LLC, totaling approximately 26.01 +/- acres, located at the northwest corner of south Blue Lake Avenue and east Taylor Road; are hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

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

Parcel Identification No. 7022-00-00-0090

Parcel Identification No. 7022-00-00-0091

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

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

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

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

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

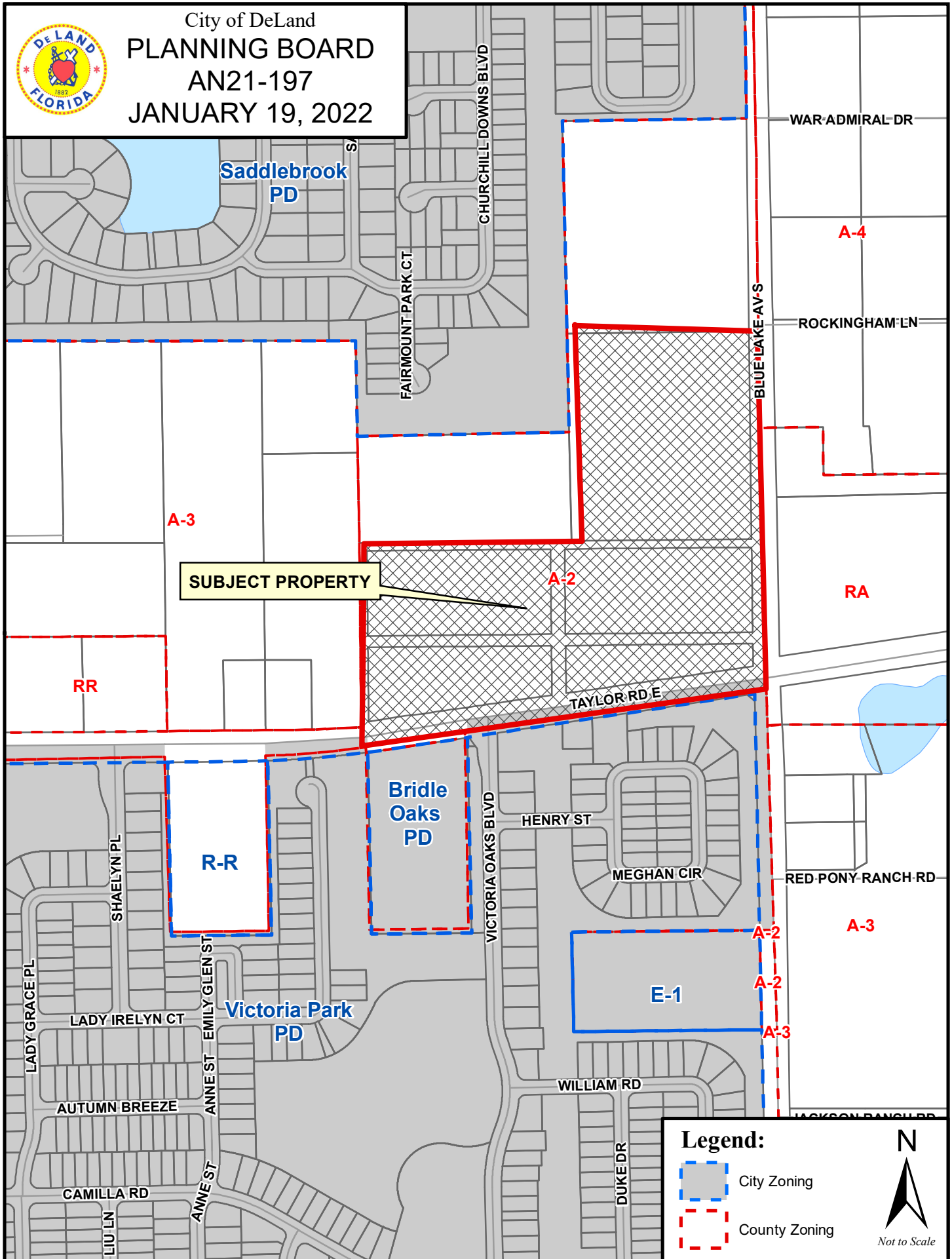
LEGAL DESCRIPTION

TAYLOR RIDGE

That part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida being more particularly described as follows:

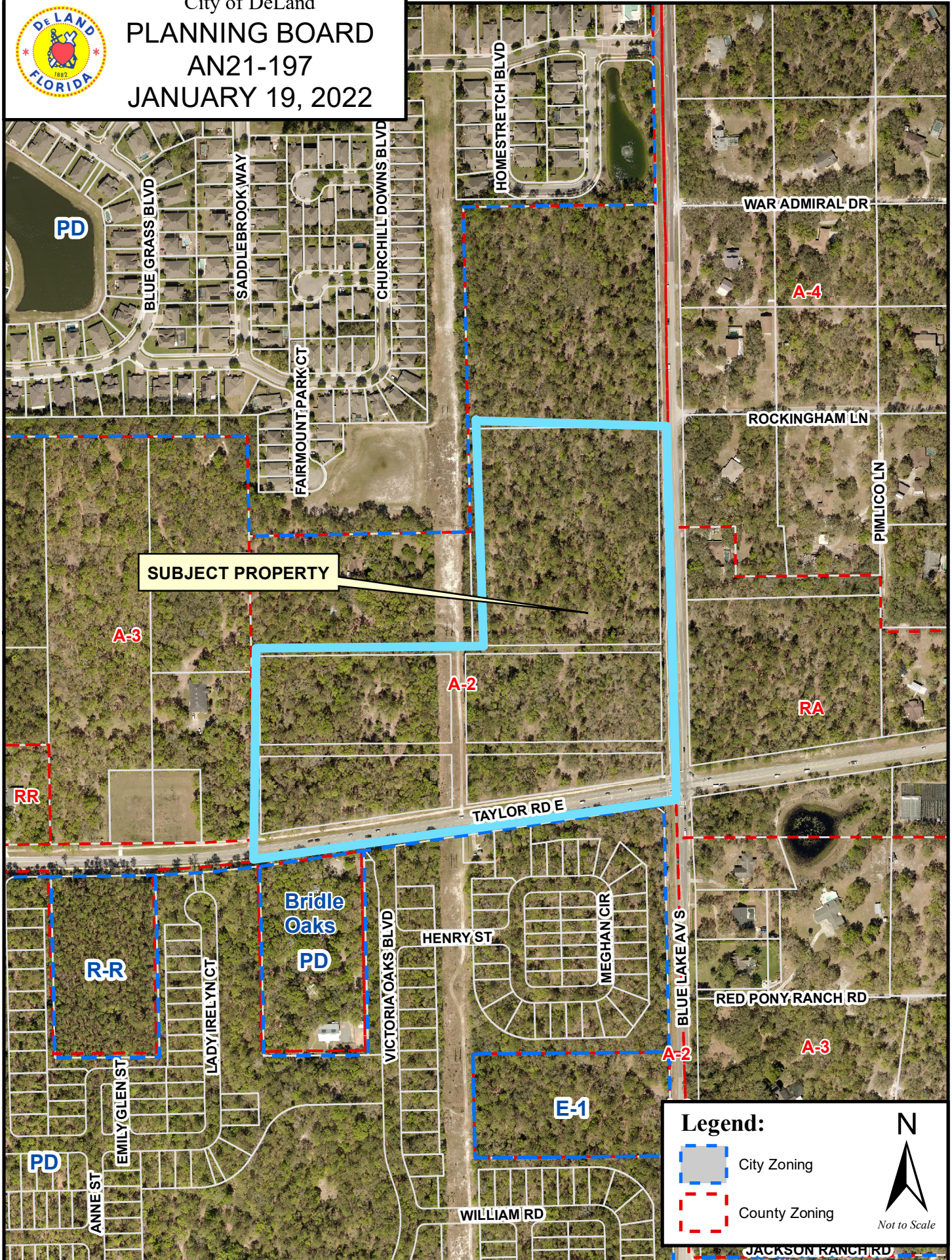
COMMENCE at the Northeast corner of the Southeast 1/4 of Section 22, Township 17 South, Range 30 East, Volusia County, Florida thence S01°09'26"E 1357.82 feet along the East boundary of said Southeast 1/4 to the Northeast corner of the Southeast 1/4 of said Southeast 1/4; thence S88°57'54"W 30.00 feet to a point on the West right of way line of Blue Lake Avenue as shown on Volusia County right of way map Project #1335 for the POINT OF BEGINNING; thence S01°09'26"E 678.79 feet along said West right of way line; thence N89°11'44"E 5.00 feet along said right of way line; thence S01°09'26"E 451.92 feet along said right of way line to a point on the South right of way line of Taylor Road as shown on Volusia County right of way map Project #1113-4-5/P4172-3; thence S81°19'36"W 1250.26 feet along said right of way line to the beginning of a tangent curve concave Northerly and having a radius of 3481.24 feet and a central angle of 01°00'58"; thence Westerly 61.73 feet along the arc of said curve and said right of way line to a point on the West boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°06'37"W 631.00 feet along said West boundary to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N89°11'44"E 662.65 feet along the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N01°08'02"W 676.25 feet along the West boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4; thence N88°57'54"E 632.36 feet along the North boundary of the Northeast 1/4 of the Southeast 1/4 of said Southeast 1/4 to the Point of Beginning.

CONTAINING: 26.011 acres, more or less.





City of DeLand
PLANNING BOARD
AN21-197
JANUARY 19, 2022



Legend:

- City Zoning
- County Zoning

N
Not to Scale

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

January 19, 2022

APPLICATION: AN21-197

1. **Requested Action:** Annexation of property located in unincorporated Volusia County into the City limits of DeLand
2. **Location:** Northwest corner of S. Blue Lake Ave. & E. Taylor Rd.
3. **Petitioner:** Mr. Michael Woods, Esq., Cobb Cole
4. **Owner:** Stewart Family Properties, LLC
5. **Size of parcel(s):** ± 26.01 acres
6. **Parcel ID:** 7022-00-00-0090 & 7022-00-00-0191
7. **Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Rural

Existing Zoning: Volusia County: A-2 – Rural Agriculture

Existing Use: Undeveloped

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

	LAND USE	ZONING
North:	VC: Rural; LDR	VC: A-2; Saddlebrook PD
South:	VC: Rural; New Community Development	Bridle Oaks PD; Victoria Park PD
East:	VC: Rural	VC: A-3
West:	VC: Urban Low Intensity	VC: RA; VC: A-4

9. Physical Characteristics: The proposed annexation consists of ± 26.01 acres, as well as the northern half of the E. Taylor Road right-of-way and the west half of the S. Blue Lake Ave. right-of-way. The subject property does not contain any wetlands and lies outside of the FEMA floodplain. The parcel is undeveloped, heavily wooded and has a 100' wide FPL easement that runs north to south, near the center of the property. Road frontage for the subject property consists of ± 1,250 linear ft. along E. Taylor Rd. and ± 451 linear ft. along S. Blue Lake Ave.

The subject property is owned by the Stewart Family Estate whom wish to subdivide the property. The applicant's ultimate goal is to develop the parcels into 71 single-family residential lots.

10. Public Services & Utilities: The City's Utilities Department states that the closest city water and sewer mains are found within the right-of-way of E. Taylor Road, in front of the property. The property is located within Police Patrol Zone 5, and service is available to the site with an approximate response time of 7 minutes. The Fire Department confirmed that adequate fire protection can be provided, with an approximate response time of less than 5 minutes. The County of Volusia has indicated that there are no code enforcement actions or liens associated with this property.

11. Growth Management Plan Consistency: An application for a change in land use (SMLU-21-199) has been submitted to amend the future land use from Volusia County Rural (R) to the City's Urban Low Intensity (ULI) designation. Additionally, an application for a zoning change (Z21-198) from Volusia County A-2 (Rural Agriculture) to the City's PD (Planned Development) has also been submitted. To the north of the subject property is the Saddlebrook residential Planned Development which consists of single-family residential lots ranging in widths from 50-70 ft. wide. Immediately to the south of the subject property is the E. Taylor Rd. right-of-way which is a 100 ft. wide right-of-way. South of E. Taylor Rd. is the Victoria Oaks Phase D Planned Development which consists of single-family residential lots ranging in widths from 40-60 ft. wide. To the west is Volusia County's A-3 (Transitional Agriculture) zoning district which requires 1 acre per dwelling unit. To the east is Volusia County's RA (Rural Agricultural Estates) zoning district and requires 1.5 acres per dwelling unit.

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 is contiguous to the City of DeLand, is reasonably compact and is not circuitous. However, the subject property is currently located inside an existing enclave of County jurisdiction. The requested annexation will reduce the enclave and will not adversely impact the provisions of governmental services. The parcel is contiguous to the northwest by ± 334 ft., and to the south by $\pm 1,250$ ft.

Recommendation: The annexation of this property will not create a new enclave for either the City or the County; therefore, 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
Request for Commission Action
February 21, 2022

SUBJECT: First Reading Ordinance Changing the Land Use Designation of Certain Property Located on the Northwest Corner of South Blue Lake Avenue and East Taylor Road from Volusia County's Rural to City of DeLand Urban Low Intensity.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A, Staff Report -SMLU21-199 , Current Future Land Use Map, Zoning and Location Map, Aerial Map

APPROVED BY: Michael Pleus, City Manager, February 16, 2022

SUMMARY/HIGHLIGHT:

The applicant, Mr. Michael Woods, Esq., Cobb Cole, is requesting the future land use designation be amended for a parcel located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd., from Volusia County's Rural land use designation to the City of DeLand's Urban Low Intensity land use designation. The ± 26.01 acres is being proposed to be subdivided into single family residential lots.

The Applicant has also petitioned for annexation (#AN21- 197), and is requesting a rezoning of the property to City of DeLand's Planned Development zoning district (#Z21-198). Both of these applications are on this agenda.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the amendment to Urban Low Intensity land use be approved on first reading and direct staff to transmit the land use amendment to the Volusia Growth Management Commission for its review and approval prior to second reading.

BACKGROUND/DISCUSSION:

The Future Land Use element requires that the subject property be consistent with surrounding development. The Comprehensive Plan describes the Urban Low Intensity (ULI) land use designation as being located in "areas for suburban density residential dwelling units." Density shall range from 0.2 to 4 dwelling units per acre; specific density depends on locational factors, in particular, compatibility with adjacent uses and

availability of public facilities. Immediately to the west is Volusia County's Urban Low Intensity (ULI) future land use which allows densities ranging from 0.2 to 4 dwelling units per acre. To the east is S. Blue Lake Ave. which abuts Volusia County's Rural (R) future land use, which requires a minimum of 1 acre per dwelling unit. To the north is City Low Density Residential, which allows up to 5.8 du's per acre. To the south is the Victoria Park development with a land use of New Community, which allows a density up to 2.5 du's per acre.

The facility analysis presented in the staff report 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, Urban Low Intensity, requires developments to be rezoned to a Planned Development (PD). Any potential issues can be addressed through the PD rezoning process, making the application consistent with the surrounding area, and is not expected to create land use incompatibilities.

ORDINANCE NO. 2022 -

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 NORTHWEST CORNER OF SOUTH BLUE LAKE AVENUE AND EAST TAYLOR ROAD; FROM VOLUSIA COUNTY'S RURAL FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment is a land use of 50 acres or less; and
2. The cumulative effect of the above condition does not exceed 120 acres annually; and

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

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately 26.01 +/- acres of land located on the northwest corner of south Blue Lake Avenue and east Taylor Road; from Volusia County's Rural land use designation to City of DeLand's Urban Low Intensity future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11), for the purpose of transmitting the proposed Comprehensive Plan amendment to the Volusia Growth Management Commission and the Florida Department of Economic Opportunity.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located on the northwest corner of south Blue Lake Avenue and east Taylor Road; consisting of approximately 26.01 +/- acres of land from Volusia County's Rural Future Land Use designation

to City of DeLand's Urban Low Intensity 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 _____, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

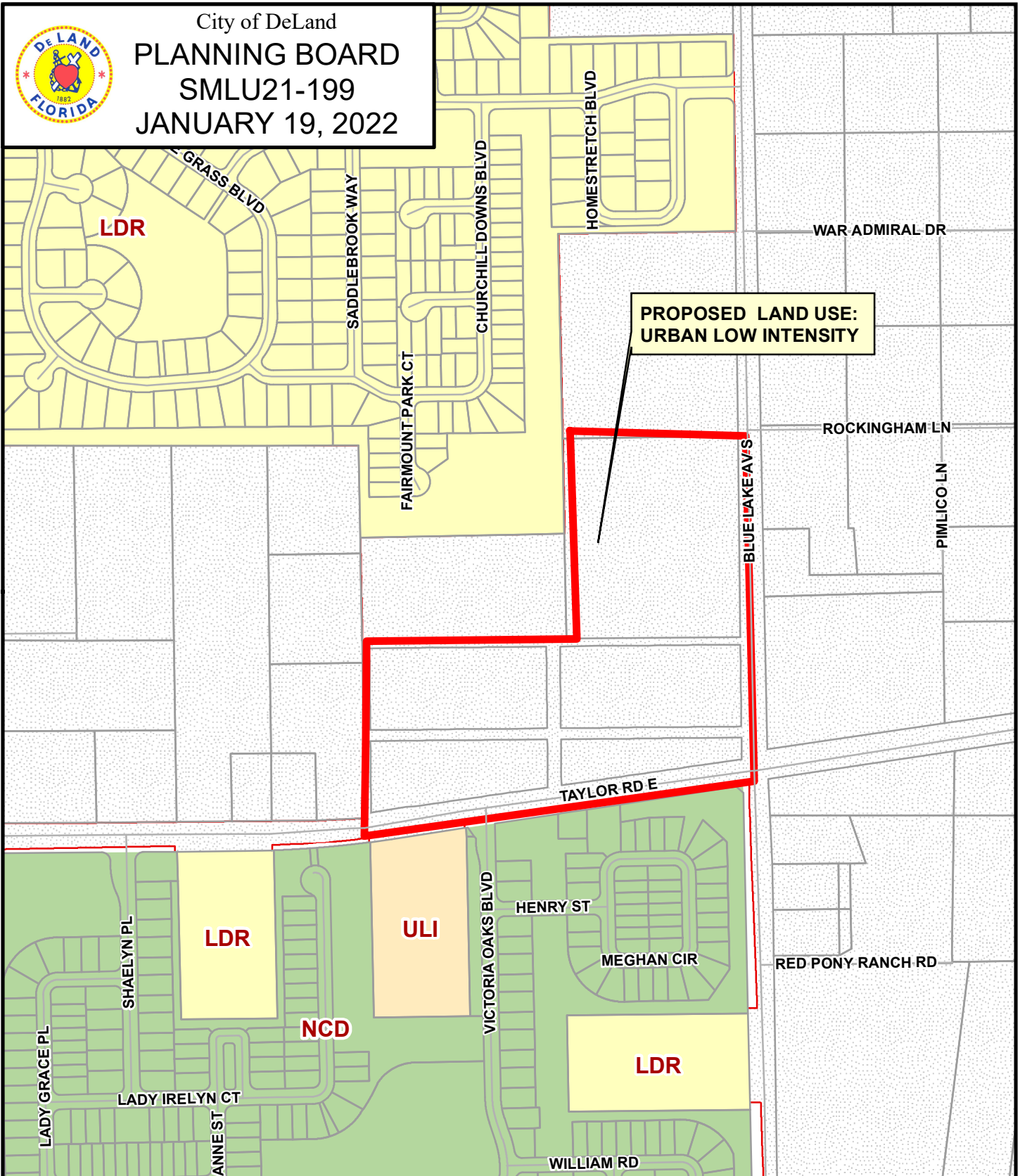
Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



City of DeLand
PLANNING BOARD
SMLU21-199
JANUARY 19, 2022



DeLand Future Land Use:

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



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

January 19, 2022

A. APPLICATION NO.: SMLU21-199

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

REQUEST: To amend the land use designation from Volusia County Rural to City of DeLand Urban Low Intensity

B. SITE FACTORS:

Location: Northwest corner of S. Blue Lake Ave. & E. Taylor Rd.
Parcel ID #: 7022-00-00-0090 & 7022-00-00-0191
Parcel Size: ± 26.01 acres
Land Use: Volusia County Rural
Existing Use: Vacant, undeveloped

	SURROUNDING USE:
North:	VC: Rural; LDR
South:	VC: Rural; New Community Development
East:	VC: Rural
West:	VC: Urban Low Intensity

C. REQUESTED ACTION & HISTORY:

1. REQUEST: The applicant is requesting the future land use designation be amended for a parcel located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd., from Volusia County's Rural land use designation to the City of DeLand's Urban Low Intensity land use designation. The ± 26.01 acres proposed for annexation is being proposed to be subdivided into 71 residential lots. *The Applicant has petitioned for annexation (#AN21-197), and is requesting a rezoning of the property to City of DeLand's Planned Development zoning district (#Z21-198).*

2. CHRONOLOGY OF PAST EVENTS: The southern portion of the subject property includes a portion of the Carroll and Marshall subdivision plat. In 1925 it was originally platted into 4 blocks, each containing 36 lots. A current survey of the Carroll and Marshall plat includes a 100' wide FPL easement that runs north to south, down the center of the property.

D. 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. Due to recent legislation, small scale land use amendments now have a maximum acreage of up to 50 acres. The original maximum was 10 acres.

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

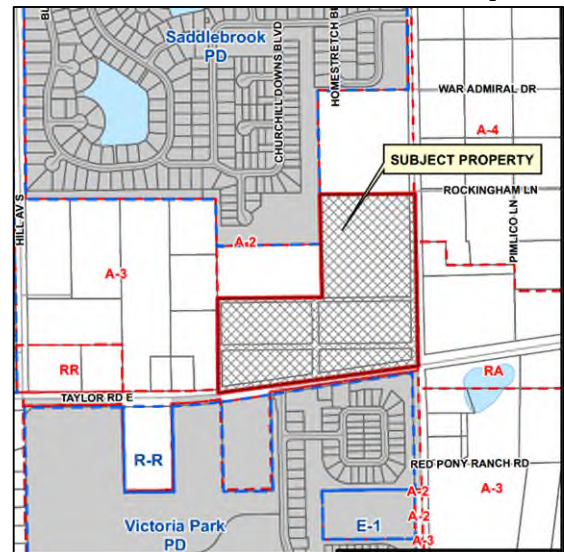
The City's Utilities Department states that the closest city water main is found in front of the property on E. Taylor Rd. and on S. Blue Lake Ave. The closest sewer main is also found in front of the property on E. Taylor Rd. and on S. Blue Lake Ave.

Due to the proposed use and size, a Traffic Impact Analysis was not required.

The change in designation will not generate a new demand for recreation.

Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.

- 2. Compatibility with Land Use and Other Elements:** The Future Land Use element requires that the subject property be consistent with surrounding development. The Comprehensive Plan describes the Urban Low Intensity (ULI) land use designation as being located in "areas for suburban density residential dwelling units." Density shall range from 0.2 to 4 dwelling units per acre; specific density depends on locational factors, in particular, compatibility with adjacent uses and availability of public facilities.



The applicant has submitted a corresponding application to rezone (Z21-198) to PD, Planned Development, which will allow 2.73 dwelling unit per acre. To the northwest, the subject property is adjacent to the Saddlebrook PD; south of E. Taylor Rd. is the Victoria Park PD. The Saddlebrook subdivision consists of single-family residential lots ranging in widths from 50-75 ft. wide, with a density of approximately 3.1 dwelling units per acre. Immediately to the west is Volusia County's Urban Low Intensity (ULI) future land use which allows densities ranging from 0.2 to 4 dwelling units per acre. To the east is S. Blue Lake Ave. which abuts Volusia County's Rural (R) future land use, which requires a minimum of 1 acre per dwelling unit.

- 3. Future Land Use Map:** The proposed change in the land use designation to Urban Low Intensity will be shown on the revised Future Land Use Map.
- 4. Location of Lakes, Floodplains, and Wetlands:** The property does not contain bodies of water, nor is it located within a floodplain.
- 5. Analysis of Natural Resources:**
- a. *Soil types:*
Astatula Fine Sand, 0-8% slope
 - b. *Presence of Endangered Species:* None known of at this time.

6. Existing and Future Impact upon Infrastructure Capacity:

- a. *Water* – The City’s Utility Department indicates sufficient water supply is available for the proposed use.
- b. *Sewer* – The City’s Utility Department has indicated sufficient existing capacity.
- c. *Drainage* – The City adheres to the County’s 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site.
- d. *Solid Waste* – Solid waste services are available for the property.
- e. *Transportation* – The proposed use of the property is for residential use.

In order to estimate traffic generation by development on the subject property, Staff must make projections for the most intense type of development allowed under the existing and proposed land use designations. Development under the most intensive of the uses allowed under the current land use designation of Volusia County Rural must be compared with the most intensive use proposed under the City’s Urban Low Intensity designation.

The Volusia County Rural land use designation allows, under specific conditions (if the parcel is within 660 ft. of an existing residential subdivision), a maximum allowable density of 1 dwelling unit per acre; and with the most-intense allowable use (single-family residential); would generate **249** calculated trips per day according to Trip Generation by the Institute of Transportation Engineers. (8th ed.)

Assuming adoption of the Urban Low Intensity land use designation for the ± 26.01 acres of property, traffic generation will be calculated based on the DeLand Comprehensive Plan assumption of utilization of 4 dwelling units per acre for single-family residential uses; and therefore, would generate **995** calculated trips per day at build-out, according to Trip Generation. Consequently, the requested land use amendment would result in an increase of **746** trips per day. Per 2018 Volusia County Traffic Counts, this area of E. Taylor Rd., from Stratford Dr. to MLK Jr. Beltway, has a current Daily LOS of “C”, and an Allowable LOS of “E”, and therefore has sufficient capacity at the land use category’s most-intense use. The same is true for the portion of S. Blue Lake Ave., from E. Taylor Rd. to Beresford Ave., which is currently operating at a Daily LOS of “C”, and having an Allowable LOS of “E”.

- f. *Fire/Rescue Service* - The City can provide an adequate LOS of Fire/Rescue service.
- g. *Police Service* - The Police Department states that 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.

8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
 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.
 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.
 11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.
 12. **Compatibility with Existing Zoning Classification:** The existing zoning classification will be amended upon approval of the land use amendment to a classification permitted by the new land use designation.
 13. **Will the proposed land use change impact schools?** Although the project will allow for a maximum of 104 houses, the applicant is proposing a lesser amount of 71. The applicant will need to provide a Finding of Adequate Capacity letter from the Volusia County School Board.
 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 (Category 2) – i.e. “where the majority of the new, higher intensity growth will take place.” Based on these criteria, a significant increase in density is not appropriate but changes in keeping with the surrounding development pattern would be acceptable. – *Consistent; the increase in density is appropriate based on the surrounding properties and location.*
 - 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.” – *Consistent; subject property is located at the intersection of E. Taylor Rd. and S. Blue Lake Ave., and provides access to both Interstate 4 and the Downtown.*
- E. **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, Urban Low Intensity, is consistent with the surrounding area, and is not expected to create land use incompatibilities.
- F. **STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation to the City's Urban Low Intensity.

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

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Future Land Use	Proposed Future Land Use	Net Change
	Theoretical Maximum		
Dwelling Units	26	104	+78
Non-residential (retail, square feet)	N/A	N/A	N/A
1. Population	67	268	+201
2. PM Peak Hour Trips/Daily Trips	26/249	105/995	+79/+746
3. Sanitary Sewer (gallons/day)	5,200	20,800	+15,600
4. Potable Water (gallons/day)	7,800	31,200	+23,400
5. Solid Waste (pounds/person)	84	334	+250
6. Stormwater Drainage	TBD	TBD	TBD
7. Recreation/Open Space (comm. use)	.31	1.23	+0.92

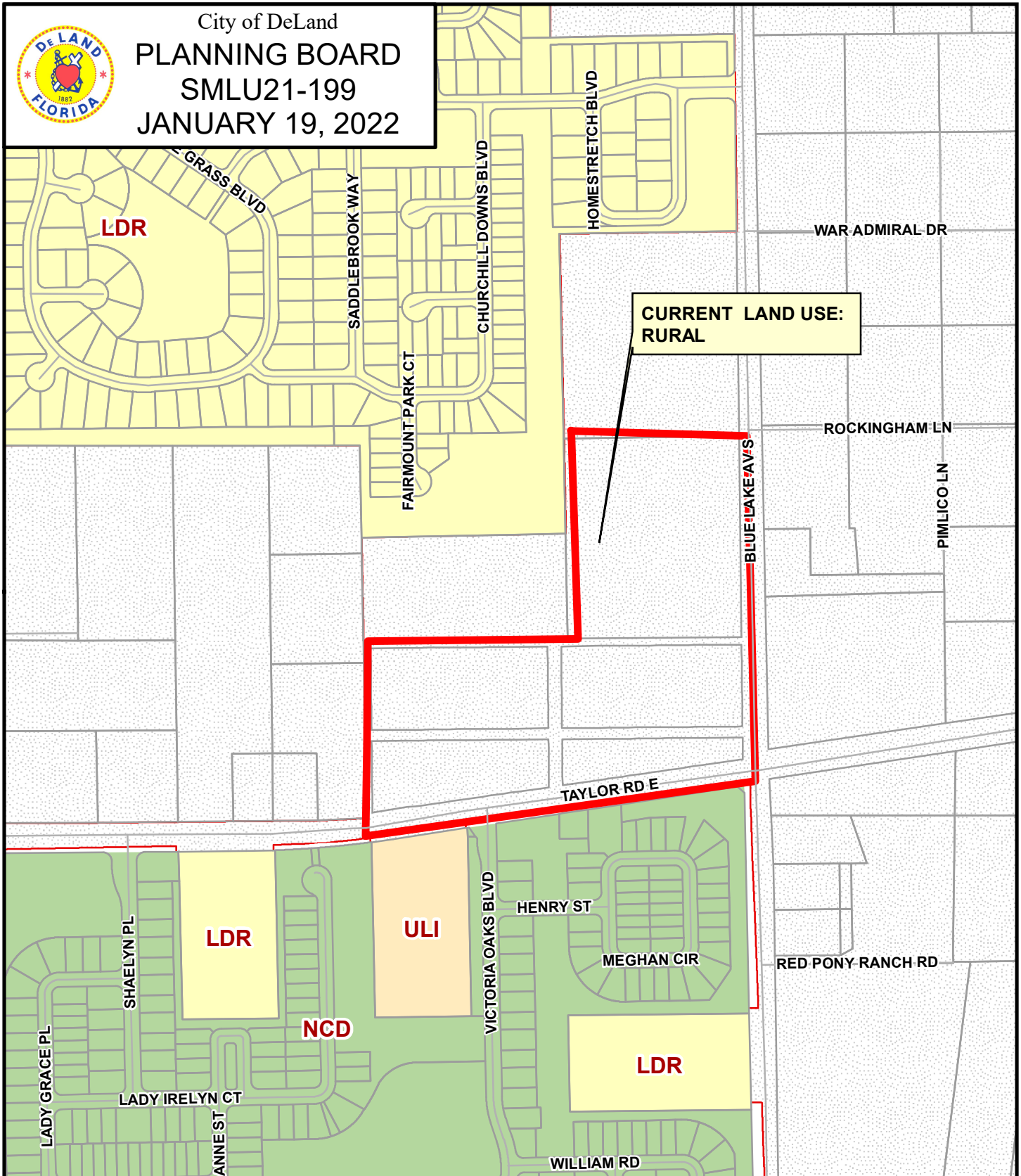
Notes:

- | | |
|-------------------------|---|
| 1. Population: | 2.58 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 8th Edition: 1.01 PM peak hour trips per dwelling unit and 9.57 daily trips per dwelling unit; Single Family Homes (210) |
| 3. Sanitary Sewer: | 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 4. Potable Water: | 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial 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-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review. |
| 7. Rec. & Open Space: | 4.6 acres/1,000 persons (0.0046 acres/person) |

The proposed amendment results in increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.



City of DeLand
PLANNING BOARD
SMLU21-199
JANUARY 19, 2022



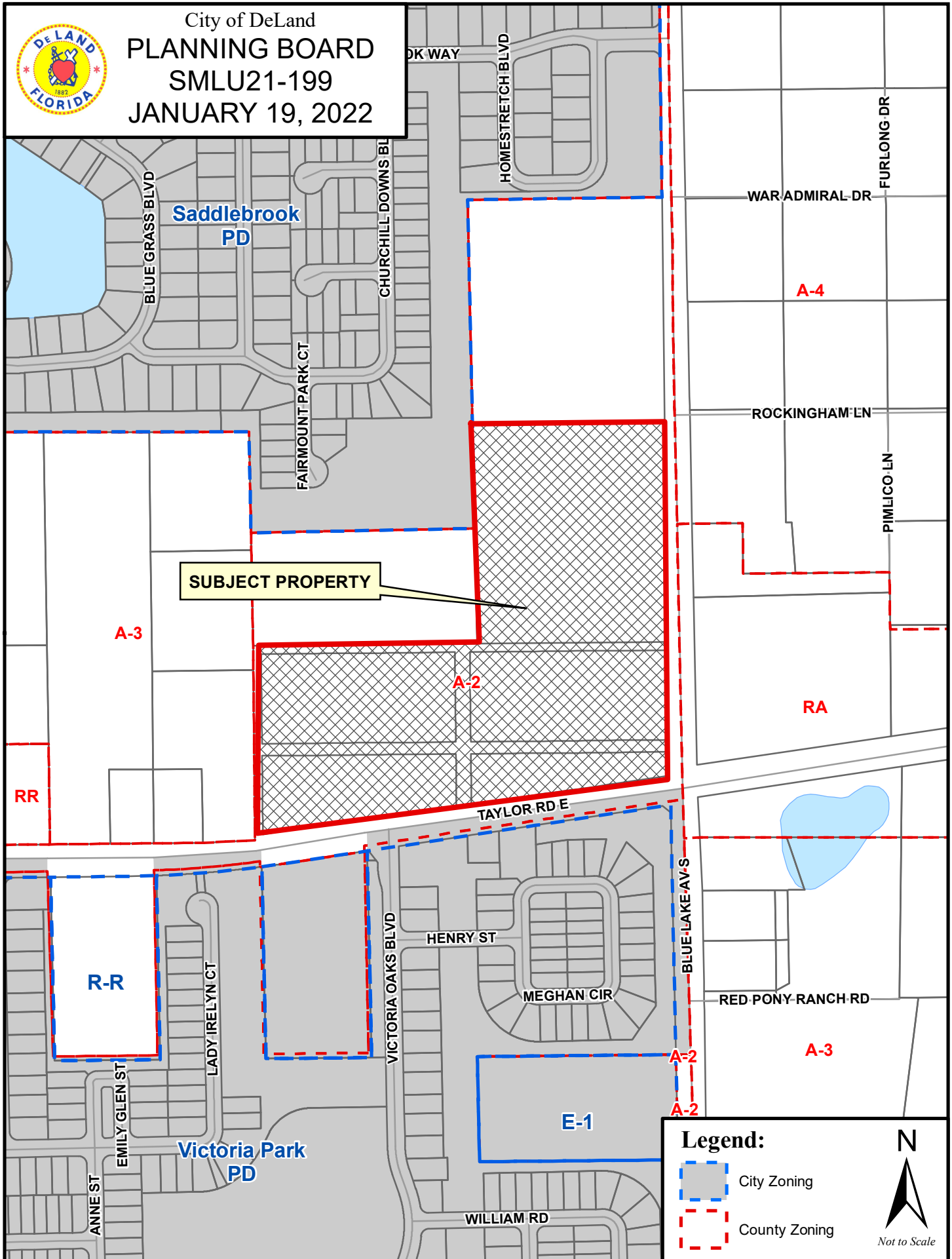
DeLand Future Land Use:

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



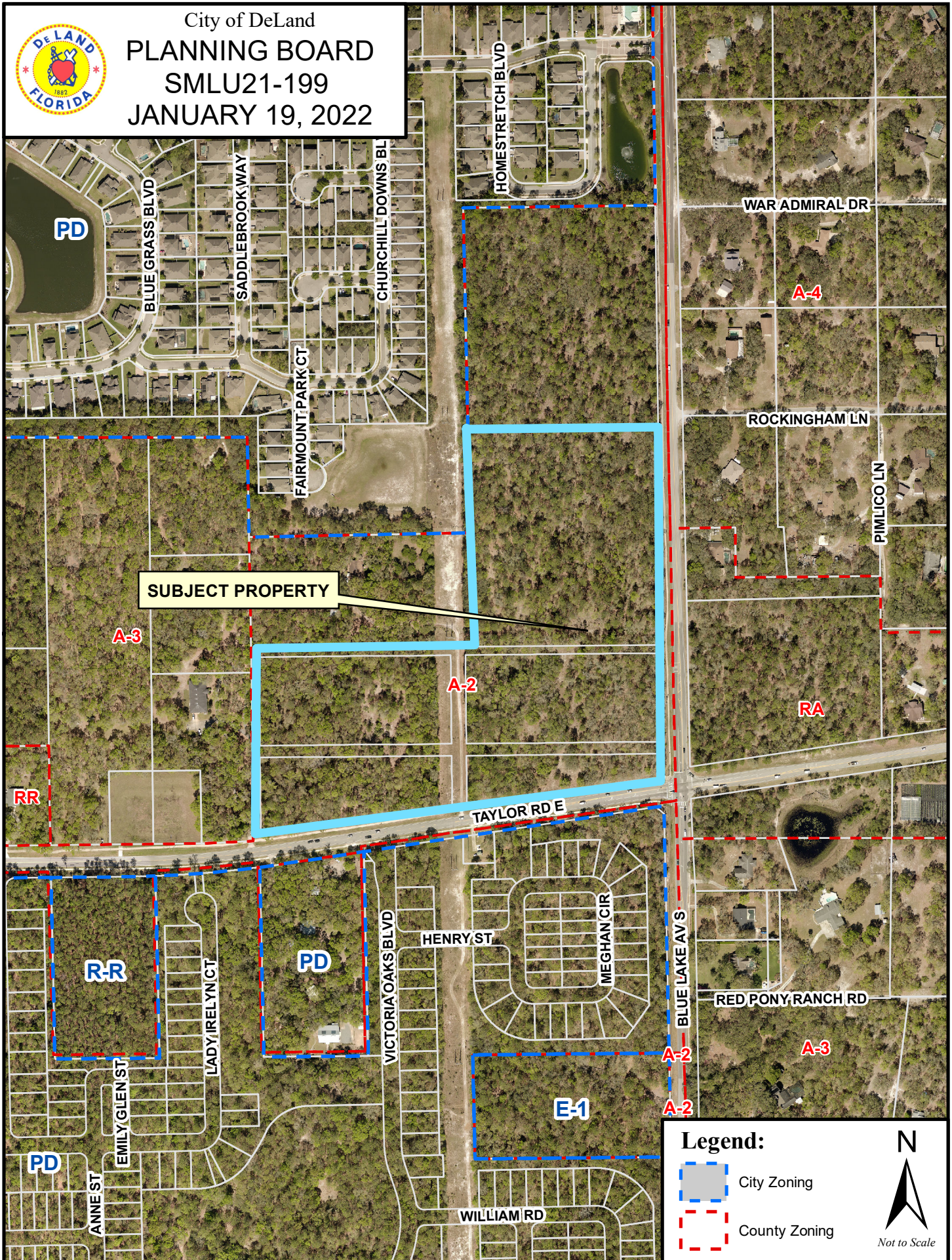


City of DeLand
PLANNING BOARD
SMLU21-199
JANUARY 19, 2022





City of DeLand
PLANNING BOARD
SMLU21-199
JANUARY 19, 2022



CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: First Reading of Ordinance Changing the Zoning from Volusia County's A-2, Rural Agriculture, to City of DeLand Taylor Ridge Planned Development, Located at the Northwest Corner of South Blue Lake Avenue and East Taylor Road, Approximately 26.01 Acres of Property.

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, Exhibit B-Taylor Ridge PD Redlined , Exhibit B- To PD Concept Plan, Staff Report - Z21-198, Aerial Map, Location & Zoning Map

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The applicant, Michael Woods of Cobb Cole, is requesting to amend the zoning designation of the subject properties from Volusia County's – A-2 (Rural Agriculture), to City of DeLand – Taylor Ridge PD. The subject property contains approximately 26.01 acres and is located at the northwest corner of S. Blue Lake Ave. & E. Taylor Rd. north of Beresford Avenue proposed extension, between Kepler Road and Blue Lake Avenue. The single-phased development will contain a total of 71 single-family residential lots. The conceptual plan proposes 40 lots that will be 50-ft wide (56%) and 31 lots that will be 60-ft wide (44%) A minimum of 4 parking spaces are required for each single-family home, (2 in garage and 2 in the driveway) with an additional 37 on-street parking spaces provided throughout the development for visitors. Access will be provided from S. Blue Lake Ave. as well as from E. Taylor Rd. The development agreement states that the project will utilize low impact development measures to protect environmental features.

To the north of the subject property is the Saddlebrook PD which contains lots 50-70' wide, with an average lot size of 6,000 sq. ft. To the immediate south is E. Taylor Rd. right-of-way, followed by the Victoria Park PD which contains lots 40-70' wide, with an average lot size from 5,000-8,000 sq. ft. To the east is S. Blue Lake Ave. right-of-way, followed by Volusia County RA (rural agriculture) property, having a minimum lot size of 2.5 acres. To the west is Volusia County A-3 (transitional agriculture), having a minimum lot size of 1 acre.

At their January 19, 2021 meeting, the Planning Board recommended approval of the rezone, with the recommendations presented in the Background section, in addition to the ones contained in the staff report. The applicant submitted a revised development agreement and concept plan to address the comments from the Planning Board. The revised documents are attached to this agenda.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan under Strategic Focus Area: Preparing for the Future/Sustainability Strategic Context: Recognizing that the city itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future.

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

SUSTAINABILITY:

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

FISCAL IMPACT:

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

RECOMMENDATION:

It is recommended that the City Commission approve the zoning designation of this property on first reading from Volusia County – A-2 (Rural Agriculture) to City of DeLand – Taylor Ridge PD. Second reading should be delayed until the corresponding land use amendment is adopted.

BACKGROUND/DISCUSSION:

Michael Woods, Cobb Cole, represents the developers of Taylor Ridge, who propose to construct a 71-lot residential subdivision. As currently designated, the properties for which the rezoning designations are sought will be combined to create a single property to be developed as Taylor Ridge PD. The applicants have applied for annexation of property, as well as a land use amendment to create the overall residential development (AN21-197, SMLU21-199).

Summary of development:

- Property will be developed in 1 phase
- 71 total units
 1. 50' wide – 40
 2. 60' wide – 31
- Uses – Single-family
- Parking –
 1. 4 (2 internal + 2 driveway)
 2. On-street – 37 spaces in various locations
- Monument signs – total of 2: one at each entrance
- Up to 4 model homes and 1 temporary sales lot
- Mixture of different design facades
- A minimum 15% of the net developable area will be preserved as Tree Protection Area, excluding right-of-way and on-site easements.
- Pre-existing utility easement 100' wide traverses the property
- A 25' wide access easement has been provided to the property to the north. This will enable a future connection.
- ROWs shall be 50' wide; internal roads to be dedicated to the city
- No on-site burning

At their January 19, 2021 meeting, the Planning Board recommended approval of the rezone, with the following recommendations. The applicant submitted a revised development agreement and concept plan to address the comments from the Planning Board. How each comment was addressed by the revised agreement is shown in parentheses.

1. Use F curb in areas where needed, and details as part of the PD Agreement.

(Response: The conceptual plan has been revised so that the roadway cross section provided for in the exhibit now requires an F curb in locations where parallel parking spaces are provided on the road. See the revised Concept Plan dated 1/26/2022)

2. Add section on Low Impact Development and provide details.

(Response: A new paragraph Q has been added to the DA to discuss the LID elements to be incorporated into the project. There are no off-site discharges nor existing wetlands to enhance, so the focus is on providing for plantings along the stormwater ponds (littoral if wet/Florida friendly if designed to remain dry) and providing for a possible bioswale option in two locations, subject to certain on-site conditions.)

3. Clarify in the PD agreement the design of the cul-de-sacs; dead ends not preferred.(Response: We understood that the Planning Board's focus on the cul-de-sac design was to be deferential to the fire marshal's review and approval and that we were to revise to a traditional cul-de-sac if he could not approve the turning)

4. Expand 20' access easement to 25' wide. Include in PD Agreement. (Response: The conceptual plan has been revised to reflect an easement running to the northern parcel that is located to the west of the utility easement. That easement has been expanded and is now 25' wide.)

5. Provide detailed requirements for landscaping/buffers section of the PD Agreement.(Response: Paragraph H 10 has been revised to refer to the Conceptual Plan while also providing a table for the buffer widths. Do note that the document provides for a depth of at least 118 feet along Taylor, but that is *inclusive* of the planned stormwater ponds.)

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S A-2, RURAL AGRICULTURE TO TAYLOR RIDGE PD, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF SOUTH BLUE LAKE AVENUE AND EAST TAYLOR ROAD; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 26.01 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Michael Woods, Esq., (hereinafter referred to as "Applicant"), on behalf of the owner, Stewart Family Properties, LLC, owns approximately 26.01 +/- acres of land located at the northwest corner of South Blue Lake Avenue and East Taylor Road, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from Volusia County's A-2, Rural Agriculture to Taylor Ridge PD, Planned Development; and

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

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

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

WHEREAS, the proposed development plan is consistent with the Urban Low Intensity Future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Volusia County's A-2, Rural Agriculture to City of DeLand's Taylor Ridge PD, Planned Development District, on the property located at the northwest corner of South Blue Lake Avenue and East Taylor Road.

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 Taylor Ridge RD, Planned Development District.

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

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

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

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

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

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

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

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

Section 11. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 12. This Ordinance shall become effective immediately upon its adoption.

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

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

LEGAL DESCRIPTION

Parcel 1:

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Taylor Road, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less and Except Road Right of Ways.

also described as:

All of Blocks 1 and 2, and that portion of Blocks 3 and 4, lying North of Taylor Road, Carroll and Marshall Addition to Deland, according to the map thereof as recorded in Map Book 9, Page 22, Public Records of Volusia County, Florida, Less and Except Road Right of Ways.

Parcel 2:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less Road Right of Way.

CONTAINING: 26.011 acres, more or less

1 "EXHIBIT B"

2 PLANNED DEVELOPMENT AGREEMENT

3 IN THE CITY COMMISSION OF THE

4 CITY OF DELAND, FLORIDA

5 IN RE: Case # Z21-____, Application of

6 HANOVER LAND COMPANY, LLC

7 ORDINANCE # 20____-____

8
9 ORDER AND RESOLUTION

10 GRANTING A REQUEST FOR CHANGE OF ZONING FROM COUNTY A-2 TO

11 TAYLOR RIDGE PD

12
13 The application of Hanover Land Company, LLC, hereinafter, "Applicant", for
14 rezoning was heard by and before the City Commission, DeLand Florida, on
15 _____, 20____, Based upon the verified Application and other supporting
16 documents, maps, charts, overlays, other evidence and instruments; the advice, report,
17 and recommendations of the Community Development, and other Departments and
18 agencies of DeLand, Florida; and the testimony adduced and evidence received at the
19 Public Hearing on this Application by the Planning Board on January 19,
20 2022, and otherwise being fully advised, the City Commission does hereby find and
21 determine as follows:

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A. That the application of Hanover Land Company, LLC was duly and properly
 herein on _____, 2021 as required by law.

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

C. That the Applicant is the Contract Purchaser of a 26.01 +/- acre parcel of which is the subject of this application and which land is situated in DeLand, Florida.

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

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

F. That the owners of the properties, Tom B. Stewart EST & Mary S. Howarth Stewart Family Properties, LLC, agree with the provisions of the Developmentment.

1 FINDINGS REGARDING REZONING

2
3 A. That the applicant has applied for a change of zoning from the present
4 zoning classification of the parcels described in Exhibit "A" from County A-2 to Taylor
5 Ridge PD (Planned Development).
6

7 B. That the said rezoning to a PD is consistent with both the City of DeLand
8 Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose
9 of the City of DeLand Development Regulations Ordinance No. 2013-11, as amended,
10 and does promote the public health, safety, morals, general welfare and orderly growth
11 of the area affected by the rezoning request.
12

13 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF
14 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY
15 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA,
16 THIS ____ DAY OF _____, 20____, AS FOLLOWS:
17

18 A. That the Application of Hanover Land Company, LLC, a Florida limited
19 liability company, for the rezoning of the subject parcels ~~are~~is hereby granted.
20

21 B. That the zoning classification of the subject parcels described in Exhibit "A"
22 attached hereto is hereby amended from County A-2 to Taylor Ridge PD as described in
23 Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11,
24 as amended.

1
2 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
3 show the rezoning of said parcels to Taylor Ridge PD.
4

5 D. That the City of DeLand, Land Development Regulations Ordinance No.
6 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
7 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
8 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
9 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
10 2013-11, as amended, shall govern with respect to any matter not covered by the
11 "Development Agreement". The City of DeLand will ensure overall compliance with this
12 Ordinance.
13

14 E. Unless otherwise provided for herein the City of DeLand, Land
15 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
16 the same manner as the R-1 zoning classification.
17

18 F. Except as otherwise stated herein, nothing in the Development Agreement
19 is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
20 other City Ordinances.
21
22

1 DEVELOPMENT AGREEMENT-AMENDMENT

2

3 A. Development Concept. The properties shall be developed as Taylor Ridge

4 PD, substantially in accordance with the Planned Development Plan. The Planned

5 Development Plan shall govern the development of the property as a PD and shall

6 regulate the future land use of this parcel.

7

8 B. Planned Development Plan. The Planned Development Plan shall consist

9 of the Development Plan Map prepared by Kelly, Collins & Gentry, Inc., and dated

10 December 10, 2021 and this Development Agreement. The Planned Development

11 PlanMap is hereby approved and incorporated in this OrdinanceDevelopment Agreement

12 by reference as Exhibit "B". The Planned Development Plan shall be filed and retained

13 for public inspection in the Planning Department and it shall constitute a supplement to

14 the Official Zoning Map of the City of DeLand.

15

16 C. Amendments. All amendments of the Planned Development Plan, other

17 than those deemed by the Planning Department to be minor amendments as set out in

18 Land Development Regulations Ordinance No. 2013-11, as amended, shall require the

19 review and recommendation of the Planning Board and action by the City Commission in

20 the same manner as a rezoning of the parcel.

21

22 D. Subdivision Approval. After the Planned Development Plan is recorded, and

23 prior to any construction, including clearing and landfill, a final plat of the area to be

24 subdivided, consisting of a single phase, shall be submitted for review and approval in

1 the manner required by Article 13 of the City of DeLand Land Development Regulations,
2 Ordinance No. 2013-11, as amended.

3
4 E. Unified Ownership. The applicant or his successors shall maintain unified
5 ownership ~~of the individual phases~~ of the subject parcels until after issuance of the Final
6 Subdivision Plat Development Order ~~for a particular phase~~.

7
8 F. Phases of Development. Development of the Property shall be
9 accomplished in a single phase. ~~Mass-grading of the site may only occur over the~~
10 ~~development area included in a particular phase, as approved by the City during the~~
11 ~~subdivision review process, but not over the Tree Protection Areas or any portion of the~~
12 ~~parcel not included within an approved phase. Mass-graded areas will be stabilized with~~
13 ~~vegetative cover.~~

14
15 G. Land Uses Within the PD. ~~The development of the parcels shall be~~
16 ~~consistent with the uses prescribed for each area within the proposed Taylor Ridge PD.~~

17 The location and size of said land use areas are shown on the Development Plan Map,
18 Exhibit "B". The following land uses shall be allowed as permitted principal uses and
19 structures along with their customary accessory uses and structures:

20 Permitted Uses within Residential Areas:

21 1. Single-Family Residences:

22 Single-family dwellings, except mobile homes, and their customary
23 accessory uses

24 Family day care home.

Mini and neighborhood parks.

Community uses including but not limited to passive recreation areas with gazebo.

H. Development Standards. All development for the property shall rely upon the standards set forth below as identified on the Planned Development Plan. Where this document is silent, the R-1 Zoning regulations shall apply.

1. Single-Family Residences:

a. Maximum unit count: 71

	50' Lots	60' Lots
1. Minimum lot area:	5,750 sq. ft.	6,900 sq. ft.
2. Minimum lot width:*	50 ft.	60 ft.
3. Minimum lot length:	115 ft.	115 ft.
4. Minimum building setbacks:		
a. Front yard to garage face/door:	25 ft.	25 ft.
b. Front yard to structure:	15 ft.	15 ft.
c. Rear yard:	20 ft.	20 ft.
d. Side yard:	5 ft.	5 ft.
e. Side street	15 ft.	15 ft.
5. Min. screen enclosure setbacks:		
f. Rear yard screen enclosure	5 ft.	5 ft.
g. Side yard screen enclosure	5 ft.	5 ft.
Side street screen enclosure:	15 ft.	15 ft.

6. Min. pool and accessory structure setbacks:		
h. Side setback for pools and accessory structures:	5 ft.	5 ft.
i. Side street setback for pools and accessory structures:	15 ft.	15 ft.
j. Rear setback for pools and accessory structures:	5 ft.	5 ft.
7. Minimum floor area:	1300 sq. ft.	1300 sq. ft.
8. Maximum lot coverage:	65%	65%
9. Maximum building height:	35 ft.	35 ft.
10. Maximum number of lots:	40	34 Subject only to total lot limit of 71

* The minimum lot width ~~for and~~ area must be 15% greater than the standard for an interior lot.

+ Lots fronting a curve must be at least 50 feet wide at the street line.

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

3. Parking Standards

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

2. On-Street Parking:

Commented [DE1]: Is this supposed to relate to corner lots or lots adjacent to entry roads? This statement is not clear in where it applies when you look at where the asterisk is in the table above.

- a. On-street parking, as illustrated on Exhibit "B", shall be provided in various locations within the Property.
 - b. No less than 37 on-street parking spaces shall be provided.
 - c. On-street parallel parking is 8.5 feet by 22 feet measured to back of drop curb (~~minimum eight feet (8') of asphalt and up to one half foot (0.5') of drop curb 2-feet-of-curb-plus 6.5-feet-of-asphalt~~).
 - d. Perpendicular parking spaces are sized 9 feet by 20 feet.
 - e. Cross sections of the roadway illustrating typical design for parking on one or both sides of the street are included in Exhibit "B".
4. Sidewalks: Sidewalks shall be provided throughout the subdivision and along its exterior roadways pursuant to the terms and obligations of Section 33-90.04 of the City's Land Development Code.
5. Subdivision Entryways: Entryways into the subdivision shall screen the sides of any proposed single-family dwellings by one of the following methods or combination of methods: 1) Perimeter roadway buffers shall be extended along any roadway entrance into the subdivision, a minimum distance of 100 feet complying with Buffer Standard "B"; 2) stormwater facilities ~~with perimeter landscaping and with~~ fountain ~~and with perimeter landscaping sufficient to obscure the view of adjacent dwellings; or 3)~~ signage, complying with Section 33-75.04(e).
6. Signage: Signage for the subdivision shall be provided per the Land Development Regulations. One monument sign identifying the subdivision shall be placed at the entrance along ~~East~~ Taylor Road and one monument sign identifying the subdivision shall be placed at the entrance along ~~South~~.

Blue Lake Avenue. The entrance along ~~East~~ Taylor Road shall be designated as the primary entrance.

7. Open Space. Open Space and Common Area shall meet the requirements of the Land Development Regulations Ordinance No. 2013-11, and are as provided in the ~~Conceptual Plan~~Planned Development Map.

8. Design. The homes within the development shall have~~City shall encourage~~ a mixture of design facades ~~within the single-family home phases of the development,~~ and the ~~Developer shall avoid a repeating sequence of designs and shall not utilize the~~ same façade and home design shall not be used on lots within three (3) single-family lots of each other on the same side of the street, nor may the same façade and home design be used directly across the street from each other. The property owners' association shall ensure that an individual lot owner seeking building permits shall demonstrate compliance with this Section as part of the construction permit submittal for a lot.

9. Model Homes and Temporary Sales Offices. ~~The Developer may designate and construct u~~Up to four (4) lots as M~~odel H~~omes and one (1) lot as home for a ~~T~~emporary S~~ales O~~ffices as identified on the Planning Development Plan may be ~~constructed~~. Construction of the model homes and a Model Home and/or T~~emporary S~~ales O~~ffice may commence upon approval of a preliminary plat and final construction plans and completion of a stabilized access to the model homes and temporary sales office for emergency vehicles and the provision of acceptable water supply for fire protection during construction in conjunction with the construction of infrastructure improvements for said phase, h~~owever, neither the model homes nor the temporary sales office may be occupied nor otherwise issued a temporary or~~ a final certificate of occupancy ~~for said Model Home and/or Temporary Sales Office shall not be issued until~~~~

final plat approval for said phase and acceptance of the roadway and all water and sewer infrastructure with its infrastructure by the City of DeLand.

10. Exterior Buffer/Landscaping. Notwithstanding the landscape requirements provided for herein along the Subdivision Entryways, the perimeter buffers of the subdivision shall comply with the landscape buffer width and planting requirements provided for in Section 33-92.02 of the City of DeLand Land Development Code. As shown on Exhibit "A", the buffer widths shall be as follows:

<u>Westernmost Edge of Property</u>	<u>No less than 20 feet buffer width</u>
<u>Northern Buffer, from Westernmost Edge to the powerline easement</u>	<u>No less than 41 feet buffer width</u>
<u>Western Buffer, along the eastern edge of the powerline easement</u>	<u>No less than 27 feet buffer width</u>
<u>Northernmost Edge of Property</u>	<u>No less than 57 feet buffer width</u>
<u>Easternmost Edge of Property (along Blue Lake Road)</u>	<u>No less than 45 feet buffer width</u>
<u>Southernmost Edge of Property (along Taylor Road)</u>	<u>No less than 118 feet buffer width (inclusive of stormwater ponds)</u>

Commented [KS2]: Provide the min. planting requirements. OR refer to "Type B" where abutting residential and "Type D" where abutting the ROW.

Commented [KS3]: Is this correct? The legal descriptions attached to this document are labeled "Exhibit A".

Commented [KS4]: Per Ordinance 2019-10, the min. width between subdivisions is 25'.

Commented [DE5]: Need to define minimum width of vegetative buffer here.

11. Compliance. In the event that future development cannot comply with the standards set forth herein, then said entitlements shall be processed through an amendment to this Development Agreement which will comply with state law as for the rezoning of property.

I. Environmental Considerations. The development shall comply with the

1 requirements for preservation of environmental resources as set forth in the Land
2 Development Regulations Ordinance No. 2013-11, as amended. This includes
3 compliance with the Land Development Regulations regarding analysis, preservation and
4 mitigation for historic trees. Tree Protection Areas (TPAs) preserving a minimum of 15%
5 of the net developable area, which excludes required right-of-way dedication areas and
6 on-site easements, shall be required and maintained as shown on Exhibit "B". Tree
7 Protection Areas are proposed as shown on Exhibit "B" and may be modified based upon
8 an updated tree survey so long as the minimum 15% of net developable areas is
9 preserved and the ultimate configuration is finalized at final site plan. Nothing shall
10 prevent the grading of Tree Protection Areas prior to creation of said areas, but any
11 portion of the property with grading shall require replanting as provided for in the Land
12 Development Regulations.

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

22 1. The City shall grant mitigation credit for Live Oak trees measuring 2" DBH
23 to 5" DBH and maintained in TPAs. If said provision regarding 2"-5" Live Oak trees within
24 the TPAs is utilized, the City will require an additional conservation easement to prevent

1 the future removal of said trees as the default provisions of the Land Development Code
2 only protects trees 6" DBH or larger. Credit for preservation of these 2"-5" Live Oak trees
3 shall be based on an actual tree survey rather than a statistical analysis.

4 2. Due to the City's recognition that Laurel Oaks larger than 20" DBH are
5 nearing the end of their lifespan, any Laurel Oak 20" DBH or larger removed from the
6 Property during development will require reduced replacement of one 3" caliper canopy
7 tree for each Laurel Oak removed. Each 3" caliper canopy tree shall receive 2" DBH
8 credit towards tree replacement calculations.

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

15 4. A tree survey is required as part of the review process for the project. The
16 survey shall be conducted based on the following standards:

- 17 a. The Applicant will survey all specimen and historic trees.
- 18 b. For non-specimen or non-historic trees, the Applicant will engage an
19 arborist to identify statistically significant sample area(s). Sample areas are
20 to be identified based upon cover types of species. The sample area for
21 each cover type must have an area that is at least 10 percent of its total
22 area and may not be less than one acre in size. The Applicant's arborist
23 shall provide the City Forester with the proposed sample areas for review,
24 comment and approval. The proportionate area of each statistically

significant sample area will be calculated as a percentage of the overall property area.

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

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

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

6. Each lot must have at a minimum one front yard tree and one tree for every 2,500 square feet of lot area.

J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for

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

5
6 K. Stormwater Drainage. Provision for stormwater retention shall be in
7 accordance with the Land Development Regulations Ordinance No. 2013-11, as
8 amended. All stormwater retention systems will be designed to meet all required
9 governmental regulations.

10
11
12 L. Access and Transportation System Improvements. All access and
13 transportation system improvements shall be provided in accordance with the Land
14 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be
15 developed in substantial accordance with the following access and transportation system
16 improvements:

17 1. Access Points. Access to the site will be from ~~East~~ Taylor Road and
18 ~~South~~ Blue Lake Avenue. The Planned Development Plan indicates the anticipated
19 connection locations; however, the final locations may vary due to final engineering
20 design and permitting considerations.

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

24 3. Private Access Easement. A private access easement no less than

1 twenty five feet (25') in width shall be granted to the adjoining property owner in the
2 location depicted on the Planned Development Map.

3
4 M. Internal Roadways. All rights-of-way will be a minimum of fifty (50) feet
5 wide, and constructed in accordance with the Land Development Regulations, Ordinance
6 No. 2013-11, as amended. All internal roads will be dedicated to the eCity. The Ddead
7 end parking area shown on the Planned Development Map will be accessible to
8 accommodate fire trucks and garbage trucks, as determined by the City Engineer.

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

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

22 With respect to the enforcement of said agreements, covenants, easements or
23 restrictions entered into between the Applicant and the owners or occupiers of property
24 within the Taylor Ridge PD, the City of DeLand shall only enforce the provisions of the

1 "Development Agreement" and City of DeLand Land Development Regulations
2 Ordinance No. 2013-11, as amended, whichever is applicable, and not the private
3 agreements entered into between the aforementioned parties.

4
5 O. Reverter Provision: The terms of this Development Agreement shall be
6 vested upon issuance of a final development order for the first phase of the development,
7 which shall occur within five (5) years from the effective date of the ~~is~~ ordinance which
8 adopts the Planned Development Plan unless the City Commission, for good cause
9 shown, extends the time period indicated in this paragraph. If not vested by said date,
10 the Planned Development Plan shall expire and will be of no further force or effect and
11 no development shall occur on the subject property until it is rezoned. ~~‡~~The City
12 Commission may rezone the subject property as may be necessary or appropriate to
13 protect adjoining properties or the public health, safety and welfare, if the Planned
14 Development Plan expires unless the City Commission, for good cause shown, shall
15 extend the time period indicated in this paragraph.

16
17 P. On-Site Burning of Cleared Vegetation Prohibited: Vegetation and other
18 biomass cleared from the Property during development may not be incinerated on-site.

19
20 ~~Q.~~ Q. LID – Low Impact Design Elements: The following Low Impact Development
21 elements shall be provided:

- 22 1. Stormwater Plantings. All stormwater ponds shall utilize supplemental
23 plantings to enhance the functionality and/or aesthetics of the
24 stormwater system. Littoral plantings shall be utilized if viability is likely

1 – i.e. if a stormwater pond is designed to remain wet. If a pond is
2 designed to remain dry and littoral plantings are unlikely to survive, the
3 supplemental plantings shall be Florida Friendly plants.

4 2. Swales. If the stormwater design provides for surface connectivity
5 between the two proposed ponds at the southeast corner of the project,
6 a bioswale will be provided. Furthermore, if a surface swale is required
7 within the amenity tract, a bioswale will be provided so long as there is
8 no negative impact to existing historic trees on the amenity tract. The
9 swales will act as an amenity with Florida friendly plants that require no
10 fertilizers or irrigation and rocks to help control erosion.

11 3. Maintenance Requirements. Unless specifically dedicated to the City of
12 DeLand, the maintenance of Low Impact Design Elements shall not be
13 the responsibility of the City of DeLand.

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

21 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
22 Court and recorded within forty-five (45) days following execution of the document by the
23 City Commission, in the Official Records of Volusia County, Florida. One copy of the
24 document, bearing the book and page number of the Official Record in which the

1 document was recorded, shall be submitted to the Planning Department for placement in
2 the public file. The date of recording of this document shall constitute the effective date
3 of the Taylor Ridge PD or its subsequent amendments. The applicant shall pay all filing
4 costs for recording documents.

5
6 DONE and ORDERED by the City Commission, City of DeLand, Florida, this ____
7 day of _____, 20____.

8
9 [remainder of page left blank]

1 ATTEST: City Commission of DeLand Florida
2

3
4 Michael P. Pleus Robert F. Apgar
5 City Manager Mayor
6

7 STATE OF FLORIDA

8 CITY OF DELAND
9

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

15 NOTARY PUBLIC, STATE OF FLORIDA
16

17 Type or Print Name:
18

19 Commission No.: _____
20

My Commission Expires: _____

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WITNESSES:

APPLICANT
HANOVER LAND COMPANY, LLC
a Florida limited liability company

Printed Name

Printed Name

By: _____
ANDREW J. OROSZ, Vice President

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

Commission No.: _____
My Commission Expires: _____

1 WITNESSES: OWNER:
2 Stewart Family Properties, LLC
3
4
5
6 _____ By: _____
7
8 Name: _____
9
10 Printed Name
11
12 _____ By: _____
13
14 Name: _____
15
16 Printed Name
17
18
19
20 STATE OF FLORIDA
21 COUNTY OF _____
22
23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 20____, by
25 _____, &
26 _____, of Stewart Family Properties, LLC, who are _____
27 personally known to me or _____ who has produced _____ as identification.
28
29 NOTARY PUBLIC, STATE OF FLORIDA
30 Type or Print Name:
31 _____
32 Commission No.: _____
33 My Commission Expires: _____

1 WITNESSES:

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10
11 Printed Name

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16
17 Printed Name

18
19 STATE OF FLORIDA

20 COUNTY OF _____

21
22
23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 2024⁴², by _____,
25 _____ of CENTRAL FLORIDA INVESTMENT CO, LLC, who is _____
26 personally known to me or _____ who has produced _____ as identification.
27

28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

30 _____
31 Commission No.: _____

32 My Commission Expires: _____

OWNER:

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

By: _____

Print Name: _____

Commented [DE6]: These entities are different than what is listed as the owners above. Please verify which are correct and revise one place or the other.

1 WITNESSES:

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10
11 Printed Name

12
13 _____

14
15
16
17 Printed Name

18
19
20 STATE OF FLORIDA

21 COUNTY OF _____

22
23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 2024⁴², by _____,
25 _____ of CMM INVESTMENTS, LLC, who is _____ personally known to me
26 or _____ who has produced _____ as identification.

OWNER:

CMM INVESTMENTS, LLC,

a Florida limited liability company

By: _____

Print Name: _____

Commented [DE7]: Same comment as above.

27
28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

30
31 _____
Commission No.: _____

32 My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Taylor Road, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less and Except Road Right of Ways.

also described as:

All of Blocks 1 and 2, and that portion of Blocks 3 and 4, lying North of Taylor Road, Carroll and Marshall Addition to Deland, according to the map thereof as recorded in Map Book 9, Page 22, Public Records of Volusia County, Florida, Less and Except Road Right of Ways.

Parcel 2:

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 22, Township 17 South, Range 30 East, Volusia County, Florida, Less Road Right of Way.

CONTAINING: 26.011 acres, more or less

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EXHIBIT "B"
PLANNED DEVELOPMENT PLAN

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

January 19, 2022

APPLICATION NO.: Z21-198

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

REQUEST: Amend the existing zoning designation from Volusia County's A-2 to City of DeLand's Taylor Ridge PD

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 corner of S. Blue Lake Ave. & E. Taylor Rd.
Parcel Size:	± 26.01 acres
Land Use:	Volusia County Rural
Existing Zoning:	Volusia County A-2 – Rural Agriculture
Existing Use:	Undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: Rural; LDR	VC: A-2; Saddlebrook PD
South:	VC: Rural; New Community Development	Bridle Oaks PD; Victoria Park PD
East:	VC: Rural	VC: A-3
West:	VC: Urban Low Intensity	VC: RA; VC: A-4

B. ANALYSIS:

The proposed development consists of ± 26.01 acres of vacant, wooded land, located on the northwest corner of S. Blue Lake Ave. & E. Taylor Rd. The applicant is requesting to rezone the subject property from Volusia County's A-2, Rural Agriculture, to City of DeLand's Taylor Ridge Planned Development. A portion of the subject property was originally platted in 1925 as the Carroll & Marshall Plat, which consisted of 200 residential lots, approximately 25' wide and 140' deep. The Taylor Ridge PD will be a residential planned development, consisting of 71 single-family lots.

The applicant has submitted concurrent applications for an annexation (AN21-197) and for a future land use amendment (SMLU21-199) to change the future land use designation from Volusia County's Rural to City of DeLand's Urban Low Intensity.

There is a 100' wide power line easement that runs north to south at the center of the property which will remain clear. There is also an access easement for the abutting property to the west which provides the property owner of 1275 E. Taylor Rd. to reach the right-of-way. The applicant will continue to provide access for the abutting property via a 20' wide easement running to the west of the powerline easement. However, staff is requesting for a 25' wide easement. Widening the easement to 25' would allow for a future connection. Access to Taylor Ridge will be from S. Blue Lake Ave. and E. Taylor Rd.

The proposed PD Development Agreement allows a maximum of 71 single-family lots. The conceptual plan proposes 40 lots that will be 50-ft wide (56%) and 31 lots that will be 60-ft wide (44%). Each parcel will be designed to accommodate 4 parking spaces (2 driveway spaces and 2 garage spaces). An additional 37 on-street parking spaces will be provided throughout the development for visitors.

Allowable impervious area is limited to 50% on a per-lot basis within the Development. The project will have an overall density of approximately 2.73 units per acre. In general, unless otherwise stated in the PD Agreement, the development standards will mirror the R-1 district regulations from the city's land development regulations.

As required by section 33-57.07(b) of the land development regulations, a minimum of 15% of the subject property will be dedicated as Tree Protection Area (TPA). The development will be required to maintain a minimum setback of 25' from abutting residential properties to the north and west.

Per Ordinance 2019-10, residential buffers along arterial or collector roads shall contain a berm along with the required plant material to screen the view of the roadway. If existing vegetation provides appropriate screening, a berm would not be required. Residential subdivisions along collector roads such as S. Blue Lake Ave., and arterial roads such as E. Taylor Rd., shall follow the Type D buffer standards. Additionally, E. Taylor Rd. is part of the Emerging Gateway Corridor which contains supplemental buffer standards that supersede the general landscape code requirements. The developer has also committed to providing recreational/community uses such as an amenity center, clubhouse, cabana, community garden or sport courts within the development.



On November 18, 2021, the Technical Review Committee recommended that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing remaining Staff comments.

The applicant submitted a revised version of the Planned Development Agreement on January 3, 2022, responding to prior Staff issues. Below are the remaining Staff comments after said resubmittal, along with a summary of the updated comments that remain.

THE FOLLOWING TRC COMMENTS REMAIN:

Planning Revised Comments:

1. Staff is requesting for a 25' access easement be provided to the neighboring property (Mr. & Mrs. Wise, 1275 E. Taylor Rd.) in lieu of the 20' one being provided. This would allow a connection for future development.

Engineering Revised Comments:

1. Page 8, #2 On-Street Parking: "On-Street parallel parking is 8.5 feet by 22 feet measured to back of drop curb (2 feet of curb plus 6.5 feet of asphalt)". Assuming Miami curb will be utilized for this subdivision, a minimum of an 8-foot wide parallel parking is required excluding 2 feet of curb.

Last comment from reviewer: Understood. Please remember that per City LDC, parallel parking is required to be 9' x 22'.

Forestry Revised Comments:

1. If you say "in excess of 6" DBH" does that include 6" DBH trees? They will need to be surveyed as well.

Last comment from reviewer: Now on Line 19.

2. Change "all trees in excess of 6 inches DBH" to "all trees 6" DBH and larger."

Fire Revised Comments:

1. No vertical construction or combustibles may be stored on the project until the infrastructure is complete.
The road and water utility must be inspected and approved by engineering /utilities and fire prevention before it may start.
2. Any deviation from the proposed plan would need to be reviewed and approved.
3. The apparatus information has to be uploaded in documents/attachments. Verify.

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 development abuts the Saddlebrook residential Planned Development as well as unincorporated County acreage estates to the west; the Victoria Park residential Planned Development to the south; and residential unincorporated County acreage to the north and east. These nearby plats to the south and west have lot sizes averaging around 50-70 ft. in width, with houses built roughly between the 2000's and 2010's. Proposed lot sizes in the subject development are of a similar range as those found in both Saddlebrook and Victoria Park; and at an overall density of 2.73 dwelling units per acre, it is of a similar intensity to Saddlebrook's 3.10 dwelling units per acre.

The development is consistent with the Comprehensive Plan, in that the underlying land use of Urban Low Intensity allows up to 4 dwelling units per acre.

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

The subject site is heavily wooded and the proposed development would reduce the tree coverage significantly. However, the PD Agreement and associated plan will ensure that tree preservation areas, buffering and other tree requirements meet the minimum requirements of the Land Development Regulations. The proposed development should not have any other negative impacts on the environment or natural resources on the site or in the surrounding area. An endangered species report will be required at time of the preliminary subdivision plat.

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

The infusion of newer homes in this project should have a positive impact on the general area and potentially raise overall values. Additionally, the subject property's proximity to a major transportation corridor will benefit the new residents of the development.

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 and will be provided by the City.

The City's Utilities Department has indicated that there is both water and sewer capacity to serve a development of this size.

Volusia County Schools provided a Finding of Adequate Capacity Letter, dated November 22, 2021. Per the letter, the student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. Currently, the DeLand planning area (west) for Freedom Elementary, DeLand Middle, and DeLand High is at or over 100% but below 115% for both elementary and middle school levels, and 120% for the high school level, for concurrency. Based on this, the school district has no objections to the proposed development plan.

Based on information provided in the Trip Generation Memo provided by the applicant and the ITE Trip Generation Manual (10th edition), 71 dwelling units would generate approximately 754 average daily trips; this is an increase of 470 trips based on the current VC A-2 zoning district. A full Traffic Impact Analysis will not be required because the projected average daily trips is less than 1,000 trips.

The subject property is on S. Blue Lake Ave. to the east which is categorized as a major collector road. To the south of the subject property is E. Taylor Rd., which is categorized as a minor arterial road.

The portion of S. Blue Lake Ave. roadway affected by the proposed development currently operates at a Daily LOS of “C”, per the latest Volusia County Traffic Counts, with an Allowable LOS of “E”. This segment can handle an additional 5,400 daily trips before reaching capacity.

The portion of E. Taylor Rd. roadway affected by the proposed development currently operates at a Daily LOS of “C” per latest Volusia County Traffic Counts, with an Allowable LOS of “E”. This segment can handle an additional 6,270 daily trips before failing.

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

The subject property abuts less dense, rural, unincorporated residential/agricultural land as well as incorporated developments that are similar to the proposed Taylor Ridge PD. The proposed development is within the city’s Urban Core; according to the DeLand 2050 Land Use guide, this area is the key area to focus development, and maintain a strong job base, taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.

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 development abuts the Saddlebrook residential Planned Development as well as unincorporated County acreage estates to the west; the Victoria Park residential Planned Development to the south; and residential unincorporated County acreage to the north and east. These nearby plats to the south and west have similar lot sizes, with houses built roughly between the 2000’s and 2010’s. The infusion of newer homes in this project should have a positive impact on the general area and potentially raise overall values.

Additionally, staff has requested the applicant widen the easement that provides access to the north; this would allow for a connection in the future for properties to the north, thus adding value.

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

There is no indication at this time that the new proposal will create additional impacts upon public health, safety or welfare, as all provided public services have the capacity needed to accommodate the proposed development. Impacts, if any, to the surrounding County roadway network will be required to be mitigated proportionally by the developer.

C. CONCLUSION:

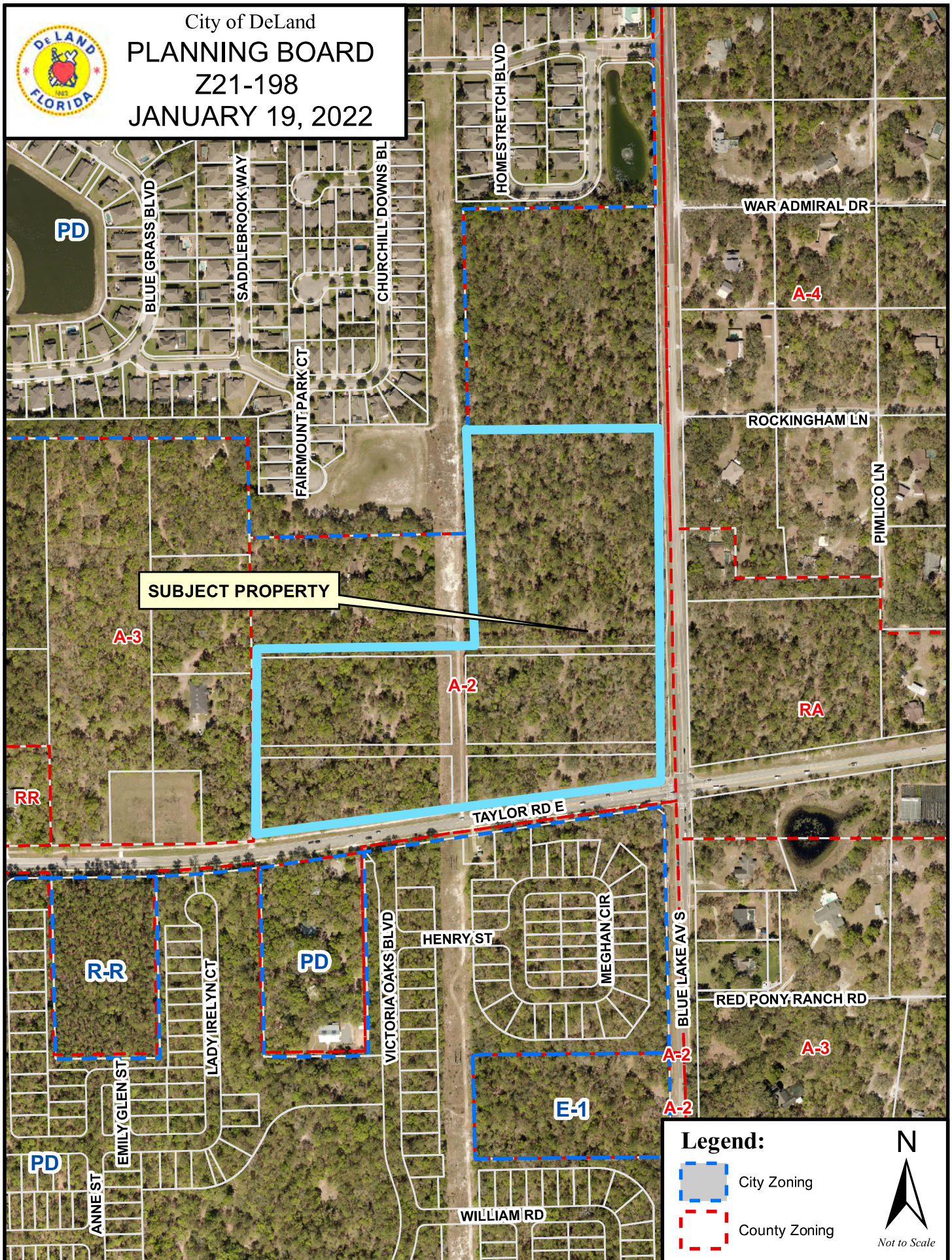
The Applicant is proposing a rezoning from Volusia County's A-2 to a Planned Development in order to develop the subject property for 71 detached, single-family units. Submittal of a plat will be required to ensure the provisions of the Planned Development Agreement are satisfied, as determined by TRC Staff.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation for approval, from Volusia County's A-2 to "Taylor Ridge PD", subject to addressing all comments from Staff and the Planning Board.

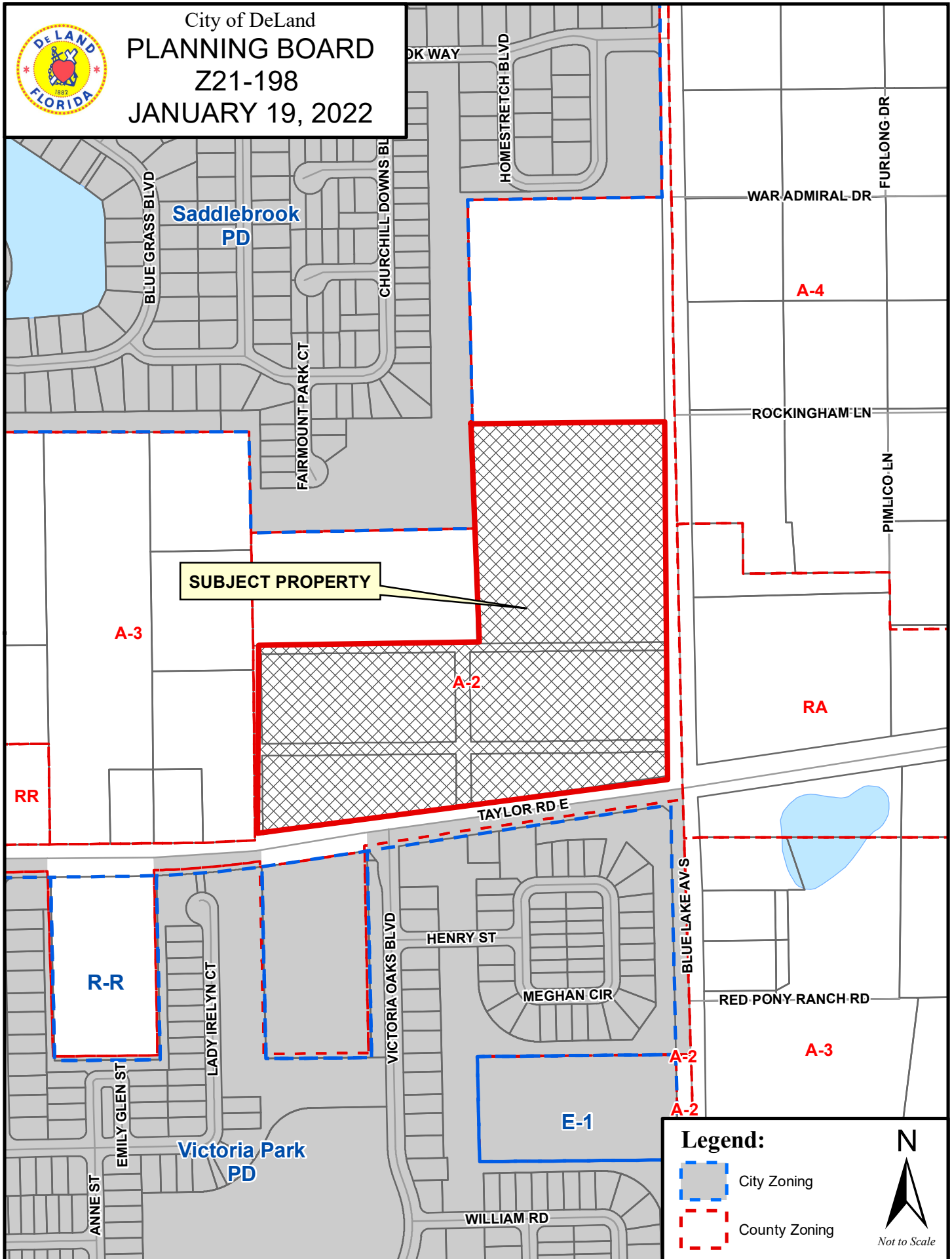


City of DeLand
PLANNING BOARD
Z21-198
JANUARY 19, 2022





City of DeLand
PLANNING BOARD
Z21-198
JANUARY 19, 2022



CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: First Reading of Ordinance Changing the Zoning of Approximately 2.09 Acres of Property, Located at 425 South Woodland Boulevard, from City of DeLand's C-2, General Commercial and R-1, Single Family to 425 South Planned Development.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, Exhibit B-Planned Development Agreement , Concept Elevations for 425 South PD, Staff Report Z21-202 at 425 S. Woodland, Zoning and Location Map, Aerial

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The applicant, Lee Munizzi, LAM Development, proposes to develop a 2-story office/business building and the associated parking, stormwater retention and open space on the property. This request is to amend the zoning designations for property from C-2 (General Commercial) and R-1 (Single-family Residential) to 425 South PD for property located at 425 S. Woodland Boulevard. As outlined in the development agreement, the permitted uses for this site are: Commercial building to include condominiums for retail, professional offices and related business uses; Parking area for guests, employees and vendors; Common area and sidewalks. The development will take place in a single phase of construction. At the January 19, 2022 meeting, the Planning Board recommended approval of the rezoning as submitted and to establish a Floor Area Ratio (FAR) for the development. The FAR has been set at 0.25. (Note: the underlying land use category, Mixed Commercial, allows for a FAR of 0.75.) The applicant had previously addressed comments from the Technical Review Committee prior to the document being submitted to the Planning Board.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The priorities for 2021-22 include:

Improve our gateways.

Bringing new businesses to DeLand As outlined in the city's strategic plan under: Strategic Focus Area:

Regional high value job creation.New business development (business recruitment and site development). Action Steps: 3. Provide assistance to fill vacant industrial/commercial sites.

Spring Hill

Downtown DeLand.

Airport.

Industrial areas.

Gateway areas.Identify and pursue strategies to expand the downtown beyond its current boundaries. Strategic Focus Area: Institute Smart Growth principles:Community consistent growth Action Steps:

Encourage use of Planned Development Agreements in zonings.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Commercial development of this property, and inclusion of offices and retail units onto the city's tax rolls will generate increased funding for city services.

RECOMMENDATION:

It is recommended that the City Commission approve on first reading the zoning designation of this property from C-2 (General Commercial) and R-1 (Single-family Residential) to 425 S. Woodland PD. The agreement will be brought back to the Commission for second reading upon receiving a final document with the applicants' signatures.

BACKGROUND/DISCUSSION:

Refer to staff report.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM CITY OF DELAND'S C-2, GENERAL COMMERCIAL AND R-1, SINGLE FAMILY TO 425 SOUTH PD, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT 425 SOUTH WOODLAND BOULEVARD; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 2.09 +/- 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, LAM Development (hereinafter referred to as "Applicant"), owns approximately 2.09 +/- acres of land located at 425 South Woodland Boulevard, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from City of DeLand's C-2, General Commercial and R-1, Single Family Residential to 425 South PD, Planned Development; and

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

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

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

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

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from City of DeLand's C-2, General Commercial and R-1, Single Family Residential to 425 South PD, Planned Development District, on the property located at 425 South Woodland Boulevard.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as 425 South PD, Planned Development District.

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

Section 4. The approved Development Plan for 425 South PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit "B" and by this reference made a part hereof.

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

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

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

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

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

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

Section 11. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 12. This Ordinance shall become effective immediately upon its adoption.

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

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Exhibit "A"
Legal Description

ALL OF LOTS 7 AND 10, AND LOTS 1, 4, 5, 8, AND 9, EXCEPT THE EAST 150 FEET, BLOCK 19,
HOWRYS ADDITION TO DELAND, ACCORDING TO THE MAP IN MAP BOOK 22, PAGE 1, PUBLIC RECORDS
OF VOLUSIA COUNTY, FLORIDA, AND OR 5167, PG. 1563, AND OR 7455, PG. 2098.

PD PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case No. Z21-202, Application of

LAM Development, LLC

ORDINANCE # _____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM C-2 AND R-1 TO

COMMERCIAL PD (PLANNED DEVELOPMENT)

The application of LAM Development, LLC (hereinafter, "Applicant"), for rezoning was heard by and before the City Commission, DeLand Florida, on January 19, 2022. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on January 19, 2022, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of LAM Development, LLC was duly and properly filed herein on Oct 6, 2021 as required by law.

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

C. That the applicant is the *Owner* of a **2.09-acre** (approx.) parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

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

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

1 FINDINGS REGARDING REZONING

2

3 A. That the Applicant has applied for a change of zoning from the present

4 zoning classification(s) of the parcel described in Exhibit "A" from **C-2** and **R-1** to **PD**

5 (Planned Development).

6

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

8 Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of

9 the City of DeLand Land Development Regulations Ordinance # 2013-11, as amended,

10 and does promote the public health, safety, morals, general welfare and orderly growth

11 of the area affected by the rezoning request.

12

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

14 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY

15 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA,

16 THIS 19th DAY OF JANUARY, A.D., 2022, AS FOLLOWS:

17

18 A. That the Application of LAM Development, LLC for the rezoning of the

19 subject parcel is hereby granted.

20

21 B. That the zoning classification of the subject parcel described in Exhibit "A"

22 attached hereto is hereby amended from **C-2** and **R-1** to **PD** as described in Article VII of

23 the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

24

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcel to the “**425 South**” PD.

3
4 D. That the City of DeLand Land Development Regulations Ordinance # 2013-
5 11, as amended, is consistent with the provisions of the "Development Agreement" as
6 hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance # 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 02-09, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement." The City of DeLand, will ensure overall compliance with this
11 Ordinance.

12
13 E. Unless otherwise provided for herein the City of DeLand, Land
14 Development Regulations Ordinance # 2013-11, as amended, shall apply to the PD in
15 the same manner as proximate properties bearing a PD zoning classification which are
16 used for substantially the same purposes as this PD.

17
18 F. Nothing in this Ordinance shall abridge the requirements of any City of
19 DeLand Ordinance other than Ordinance 2013-11, as amended. Timing and review
20 procedures contained in this Order and Resolution may be modified to comply with the
21 City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.
22 Further, nothing in the Development Agreement is intended to abridge the requirements
23 of Ordinance No. 2013-11, as amended, and any other City Ordinances.

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3. Subdivision Approval. **[intentionally omitted]**.
4. Final Site Plan Approval. After the Planned Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article 12 of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

1 B. Unified Ownership. The Applicant or his successors shall maintain unified
2 ownership of the subject parcel until after issuance of the Final Site Plan Development
3 Order.

4
5 C. Phases of Development. There shall be only one (1) phase of development
6 for the subject project.

7
8 D. Land Uses Within the PD. The development of the parcel shall be consistent
9 with the uses prescribed for each area within the proposed PD. The location and size of
10 said land use areas are shown on the Development Plan Map, Exhibit "B". The following
11 land uses shall be allowed as permitted principal uses and structures along with their
12 customary accessory uses and structures:

- 13 (1) Commercial building to include condominiums for retail, professional
14 offices, and related business uses;
15 (2) Parking area for guests, employees, and vendors; and
16 (3) Common Area and sidewalks as depicted in Exhibit "B"—sidewalk to be
17 included within front landscape buffer as depicted in Exhibit "B"; and
18 (4) signage (as depicted in Exhibit "B") within the front landscape buffer.

19 E. Development Standards. The PD shall abide by and require compliance
20 with the following minimum site design regulations:

- | | | |
|----|---|------------------------------------|
| 21 | 1. <i>Minimum lot area:</i> | 2.08 Acres |
| 22 | 2. <i>Minimum lot width and/or depth:</i> | 130 ft. x 452 ft. |
| 23 | 3. <i>Minimum yard size (building)</i> | |
| 24 | a. <i>Front yard:</i> | 20 ft. |
| 25 | b. <i>Rear yard:</i> | 25 ft. Abutting Residential |

1	c. Side yard:	10 ft.
2	d. Waterfront yard:	N/A
3	4. Minimum floor area ratio:	15,174 sq. ft. / 90,514 sq.
4		ft = 0.25 FAR
5		
6	5. Maximum lot coverage:	70%
7	6. Maximum building height:	35 ft.
8	7. Landscape buffer requirements	
9	a. Front:	20 ft.
10	b. Side:	10 ft.
11	c. Rear:	20 ft.
12	8. Perimeter building setbacks:	10 ft.
13	9. Minimum building separation:	Per LDR
14	10. Off-street parking requirements:	Per LDR
15	11. Signage requirements:	Per LDR
16	12. Open Space and/or Common Area requirements meeting the Land	
17	Development Regulations Ordinance # 2013-11.	
18		

19 F. Environmental Considerations. The PD shall abide by and require
20 compliance with the requirements of the Land Development Regulations Ordinance #
21 2013-11, as amended.

22
23 G. Sewage Disposal and Potable Water. Provision for sewage disposal and
24 potable water needs of the PD will be provided in accordance with the Comprehensive
25 Plan, Ordinance No.1990-04, as amended, the Land Development Regulations
26 Ordinance No. 2009-09, as amended, and State of Florida Administrative Code 64E-6.

27
28 H. Stormwater Drainage. Provision for stormwater retention shall be in

1 accordance with the Land Development Regulations Ordinance # 2013-11, as amended.

2
3 I. Access and Transportation System Improvements. All access and
4 transportation system improvements shall be provided in accordance with the Land
5 Development Regulations, Ord. 02-09, as amended. The parcel shall be developed in
6 substantial accordance with the following access and transportation system
7 improvements:

8 1. Access. A full access driveway onto South Woodland Boulevard
9 shall service the subject site.

10 2. Transportation System Improvements. A full access driveway
11 approved by the Florida Department of Transportation ("FDOT") shall service the subject
12 site.

13 J. Internal Roadways. As depicted in Exhibit "B" - The general site plan
14 demonstrates the minimum internal roadway and parking area that is privately maintained
15 that will service the site.

16 K. Building or Property Owners Association. It is the intent of the Applicant to
17 create a Condominium Association for the PD. The charter and by-laws of said
18 Association and any other agreements, covenants, easements or restrictions shall be
19 furnished to the City of DeLand at the time of creation. The applicant shall be responsible
20 for recording said information in the Public Records of Volusia County, Florida. Also, the
21 applicant shall bear and pay all costs for recording all of the aforementioned documents.

22 With respect to the enforcement of said agreements, covenants, easements or
23 restrictions entered into between the applicant and the owners or occupiers of property
24 within the **PD**, the City of DeLand shall only enforce the provisions of the "Development

1 Agreement" and City of DeLand Land Development Regulations Ordinance # 2013-11,
2 as amended, whichever is applicable, and not the private agreements entered into
3 between the aforementioned parties.

4
5 M. Reverter Provision: The City Commission may rezone any portion of the
6 project which has not secured a Final Development Order on or before 5 years from the
7 effective date of this ordinance as may be necessary or appropriate to protect adjoining
8 properties or the public health, safety and welfare, unless the City Commission, for good
9 cause shown, shall extend the time period indicated in this paragraph.

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

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

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

ATTEST: City Commission of DeLand Florida

Michael Plues
City Manager

Robert Apgar
Mayor

STATE OF FLORIDA
CITY OF DELAND

The foregoing instrument was acknowledged before me this _____ day
of _____ (mo/yr), by Michael Plues and Robert Apgar, 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: _____

1
2 WITNESSES:
3
4

5 _____
6 Lee Munizzi,
7 as Manager for LAM Development, LLC
8 *Applicant's Name, Title & Corporation*

9
10 _____
11 *Applicant's Name, Title & Corporation*
12

13
14 _____
15 *Owner of Property (if other than applicant)*
16
17
18
19

20 The foregoing instrument was acknowledged before me this _____ day
21 of _____, by LEE MUNIZZI, who is personally known
22 to me or who has produced Driver's License as identification.
23
24
25

26 NOTARY PUBLIC, STATE OF FLORIDA

27 Type or Print Name:

28 _____
29 Commission No.: _____

30 My Commission Expires: _____
31

32 *Revised February 7, 2022 u/p/zone/pd_doc*
33

EXHIBIT “A”

DEPICTION OF PARCEL

BOUNDARY SURVEY
FOR
LAM DEVELOPMENT, LLC

SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

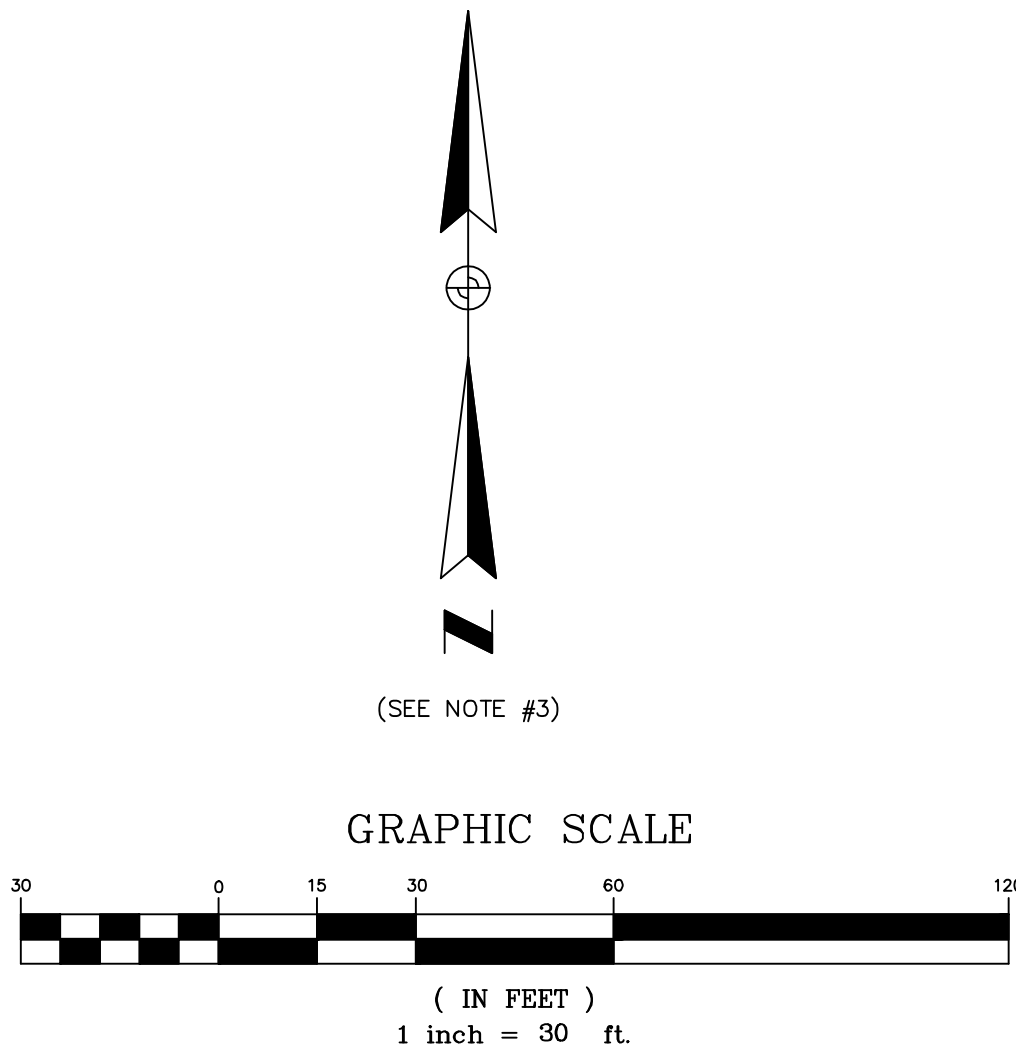
EXHIBIT "A"

SURVEYOR'S NOTES

- 1.) SURVEYOR HAS NOT ABSTRACTED LANDS SHOWN HEREON FOR EASEMENTS, RIGHTS-OF-WAY, OR ANY OTHER MATTER OF RECORD WHICH MIGHT AFFECT THE TITLE OR USE OF SAID LANDS.
- 2.) NO UNDERGROUND INSTALLATIONS OR VISIBLE IMPROVEMENTS LOCATED OTHER THAN SHOWN.
- 3.) BEARINGS ARE BASED ON THE EAST R/W LINE OF WOODLAND BLVD. ASSUMED AS N.89°31'20"W. PER PAST.
- 4.) THE PROPERTY DESCRIPTION WAS PROVIDED TO THE SURVEYOR BY THE CLIENT.
- 5.) THE MONIUMENTED AND OCCUPIED PROPERTY LINES WERE HELD TO FOR THIS SURVEY.
- 6.) THE SURVEYOR BELIEVES THAT IT SHOULD HAVE LESSED OUT THE EAST 175' NOT 150' DUE TO FIELD MEASUREMENTS.
- 7.) HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM FIRM, I HAVE DETERMINED THAT THE SUBJECT PROPERTY LIES IN ZONE "X", NOT A SPECIAL FLOOD AREA PER FIRM PANEL # 12127C0470 H, DATED 2/19/2014, VOLUSIA COUNTY, FLORIDA.

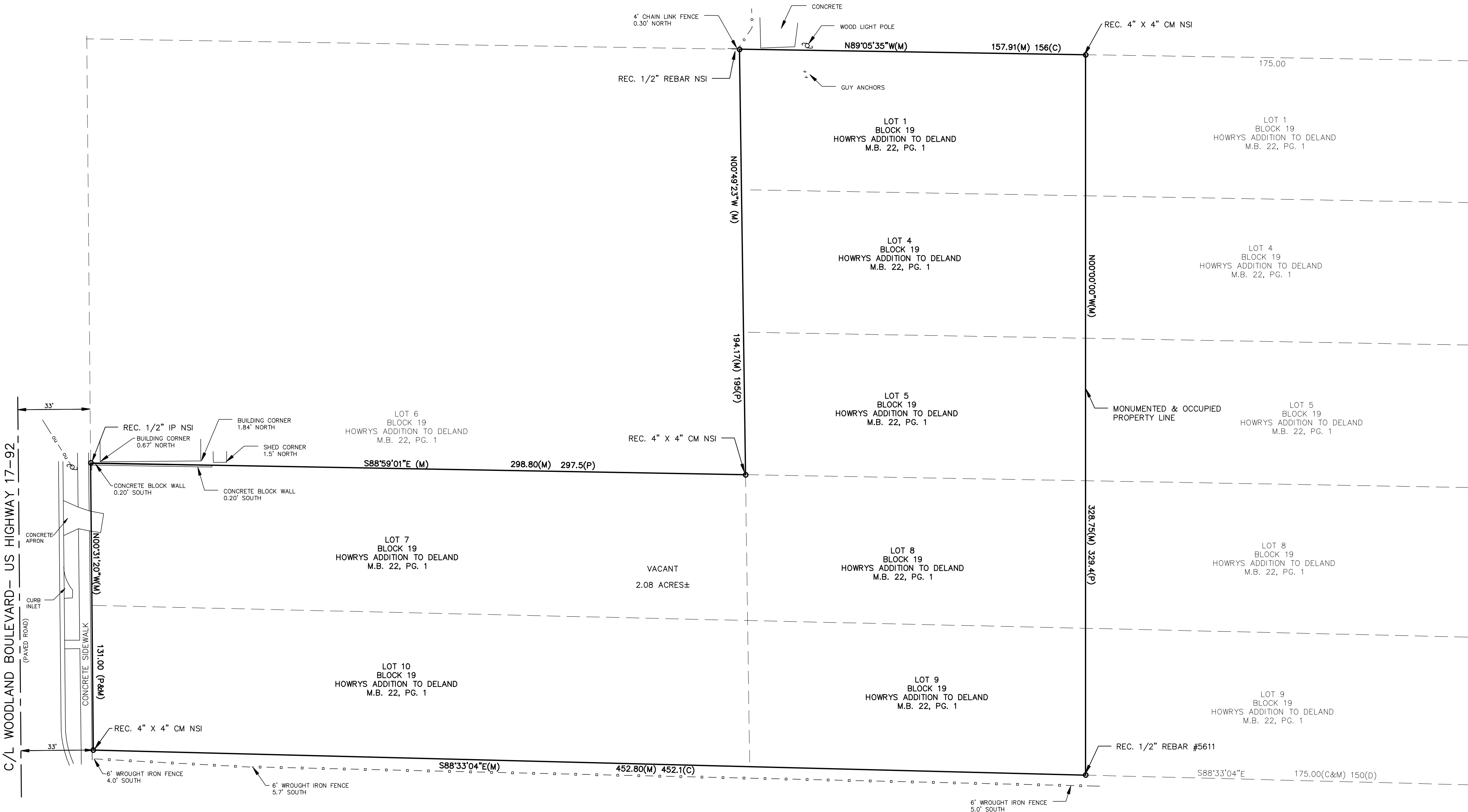
REAL PROPERTY DESCRIPTION

ALL OF LOTS 7 AND 10, AND LOTS 1, 4, 5, 8, AND 9, EXCEPT THE EAST 150 FEET, BLOCK 19, HOWRYS ADDITION TO DELAND, ACCORDING TO THE MAP IN MAP BOOK 22, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND OR 5167, PG. 1563, AND OR 7455, PG. 2098.



ABBREVIATION LEGEND

N = NORTH
S = SOUTH
E = EAST
W = WEST
SEC. = SECTION
FND. = FOUND
CONC. MON. = CONCRETE MONUMENT
COR. = CORNER
NO. = NUMBER
P.B. = PLAT BOOK
PG. = PAGE
PP. = PAGES
REF. = REFERENCE
MEAS. = MEASURED
INFO. = INFORMATION
N.T.S. = NOT TO SCALE
C/L = CENTER LINE
ELEV. = ELEVATION
CONC. = CONCRETE
INV. = INVERT
NO # = NO IDENTIFICATION NUMBER
T = TOWNSHIP
R = RANGE
MSL = MEAN SEA LEVEL
U.T. = UNDERGROUND TELEPHONE
W.L. = UNDERGROUND WATER LINE
R.L. = UNDERGROUND RECLAIMED WATER LINE
R.C.P. = REINFORCED CONCRETE PIPE
(D.O.T.) = DEPARTMENT OF TRANSPORTATION
(RAD.) = RADIAL
O.R. = OFFICAL RECORD
D.B. = DEED BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
W// = WITH
P.L.S. # 3144 = PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3144
TYP. = TYPICAL
PROP. = PROPERTY
R. = RADIUS
Δ = DELTA
L = ARC LENGTH
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
P.T. = POINT OF TANGENCY
TAN. = TANGENT
C. = CHORD
C.B. = CHORD BEARING
R/W = RIGHT-OF-WAY
(T) = TOP OF CURB
(B) = BOTTOM OF CURB
(A) = ACTUAL
(D) = PLAT
(D) = DESCRIPTION
(C) = COMPUTED
CALC. = CALCULATED
CCR # = CERTIFIED CORNER RECORD NUMBER
B.M. = BENCH MARK
O.U. = OVERHEAD UTILITY LINES
C.M.P. = CORRUGATED METAL PIPE
T.B.M. = TEMPORARY BENCH MARK
LB # = LICENSE BUSINESS NUMBER
(N.R.) = NON-RADIAL



CERTIFIED TO:

LAM DEVELOPMENT, LLC
RELIANT TITLE GROUP INC. dba VOLUISA TITLE SERVICES
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS SURVEY, AS SHOWN HEREON, MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Scott Bechir

SCOTT BECHIR, P.S.M.
FLORIDA REGISTRATION NUMBER 5807
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE	REVISION	REVIEWED BY:	CHECKED BY:



SCOTT'S SURVEYING SERVICES, INC.

LB # 7442

8 S. HWY. 17-92, SUITE 8-A
DEBARY, FLORIDA 32713
PH. (386) 668-7332 FAX 668-7337

COMPUTED BY: S.R.B. DRAWN BY: S.R.B. CHECKED BY: S.R.B. FIELD BY: B.W. DATE: 4/24/18

BOUNDARY SURVEY

FOR

LAM DEVELOPMENT, LLC

VOLUSIA COUNTY,

FLORIDA

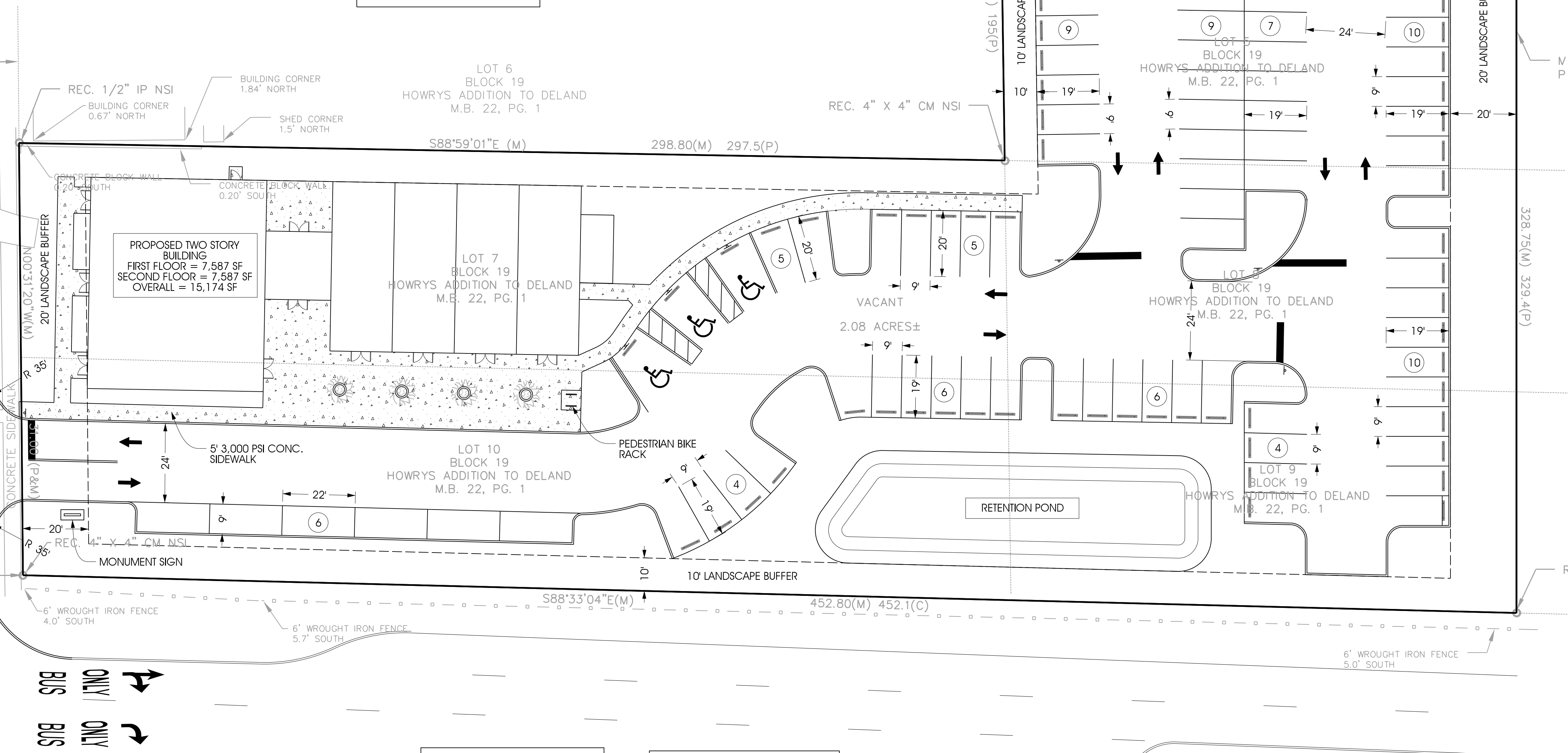
PROJECT NUMBER: 18-65
DATE: 4/26/18
SCALE: 1" = 30'
SHEET 1 OF 1

EXHIBIT “B”

PLANNED DEVELOPMENT PLAN

CURRENT ZONE = C-2

C/L WOODLAND BOULEVARD - US HIGHWAY 17-92



CURRENT ZONE = R-1

CURRENT ZONE = C-2

SITE DATA

EXISTING ZONING = C-2 (CITY OF DELAND)

TOTAL SITE AREA = 90,514 SF (2.08 AC)
TOTAL FOOTPRINT BUILDING = 7,587 SF
TOTAL PAVEMENT = 35,920 SF
TOTAL SIDEWALK = 4,254 SF

TOTAL IMPERVIOUS = 47,761 SF (52.77%)
TOTAL PERVIOUS = 42,753 SF (47.23%)

TOTAL STORMWATER POND = 13,456 SF

PARKING CALCULATION

PARKING REQUIREMENTS:

OFFICE/BUSINESS = 1 SPACE / 200 SF
RETAIL = 3 SPACES / 300 SF
1 SPACE / EVERY ADD'L 250 SF

OFFICE/BUSINESS = 7,587 SF / 200 SF = 38 SPACES
RETAIL = 7,587 SF FOR FIRST 300 SF = 3 SPACES
REMAINING 7,287 SF / 250 SF = 30 SPACES

TOTAL REQUIRED PARKING = 71 SPACES

PARKING PROVIDED:

REGULAR SPACES = 72 SPACES
PARALLEL SPACES = 6 SPACES
ADA SPACES = 3 SPACES

TOTAL PROPOSED SPACES = 81 SPACES

REQUIRED SETBACKS:

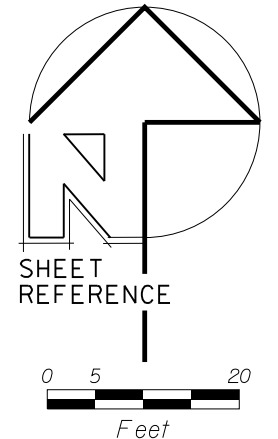
FRONT = 20 FT
SIDE = 25 FT (ABUTTING RESIDENTIAL)
SIDE = 20 FT (ABUTTING STREET)
SIDE = 10 FT (OTHER)
REAR = 25 FT (ABUTTING RESIDENTIAL)
REAR = 10 FT (OTHER)

LANDSCAPE BUFFER:

FRONT = 20 FT
SIDE = 10 FT (N)
SIDE = 10 FT (S)
REAR = 20 FT

FLOOR AREA RATIO CALCULATION:

15,174 SF / 90,514 SF = 0.168 FAR

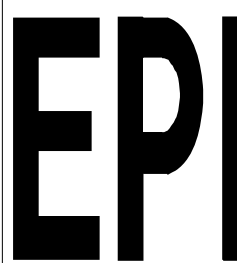


CURRENT ZONE = R-1

CURRENT ZONE = C-2

DELAND INTERMODAL
TRANSPORTATION FACILITY

EXHIBIT B

ENGINEERING	PLANNING	DESIGN	PERMITTING	REVISIONS:		SHEET TITLE: CONCEPT PLAN 5	PROJECT: 425 S. WOODLAND BLVD.	 ENGINEERED PERMITS, INC. 311 SOUTH WOODLAND BLVD. SUITE A DELAND, FL 32720 PHONE: 386-734-0830 FAX: 386-734-8225 CONF NO. 202596 EMAIL: ep@epieng.net	MICHAEL W. JUTIAK, P.E. P.L.C. Email: mjutiak@epieng.net	SHEET NO.
				DATE	DESCRIPTION					DATE



HOUSEMAN
ARCHITECTURE

931 S. SEMORAN BLVD. #204B WINTER PARK, FL 32792
321-972-8446 AR0017645

ALL IDEAS, DESIGNS, AND DETAILS REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF HOUSEMAN ARCHITECTURE, LLC, AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, OR DETAILS SHALL BE USED BY OR DISCLOSED TO ANYONE FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF HOUSEMAN ARCHITECTURE, LLC.



SOUTH ELEVATION



425 SOUTH

425 S. Woodland Boulevard
DeLand, FL 32720

SHEET NAME:
EXTERIOR ELEVATIONS

DATE	HISTORY	REV.
	CONCEPT PACKAGE	

PROJECT NO: SHEET NO:

20-005

A2.100



**HOUSEMAN
ARCHITECTURE**

931 S. SEMORAN BLVD. #204B WINTER PARK, FL 32792
321-972-8446 AR0017645

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PERMISSION OF **HOUSEMAN ARCHITECTURE, LLC**.



SOUTH ELEVATION | 1



NORTH ELEVATION | 2



425 SOUTH

425 S. Woodland Boulevard
DeLand, FL 32720

SHEET NAME:

EXTERIOR ELEVATIONS

DATE	HISTORY	REV.
	CONCEPT PACKAGE	

PROJECT NO:

SHEET NO:

20-005

A2.101



**HOUSEMAN
ARCHITECTURE**

931 S. SEMORAN BLVD. #204B WINTER PARK, FL 32792
321-972-8446 AR0017645

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PERMISSION OF **HOUSEMAN ARCHITECTURE, LLC**.



SOUTHWEST VIEW | 3



SOUTHEAST VIEW | 4



425 SOUTH

425 S. Woodland Boulevard
DeLand, FL 32720

SHEET NAME:

EXTERIOR ELEVATIONS

DATE	HISTORY	REV.
	CONCEPT PACKAGE	

PROJECT NO:

SHEET NO:

20-005

A2.102

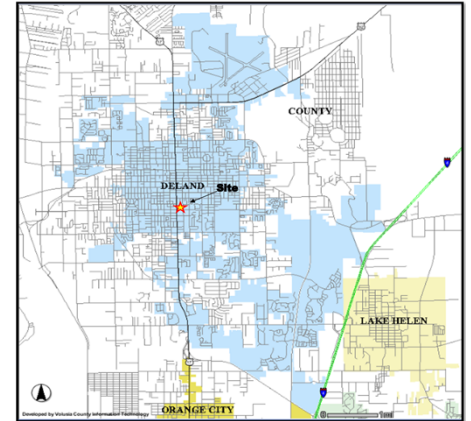
**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

July 21, 2021

A. APPLICATION NO.: Z21-202 425 S. Woodland,
LAM Development

APPLICANT: Lee Munizzi, LAM Development

REQUEST: The applicant is requesting to amend the zoning
From: C-2 (General Commercial)
R-1 (Single Family Residential)
To: 425 South PD



APPLICABLE ORDINANCES:

Article XII

ADMINISTRATION AND ENFORCEMENT

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

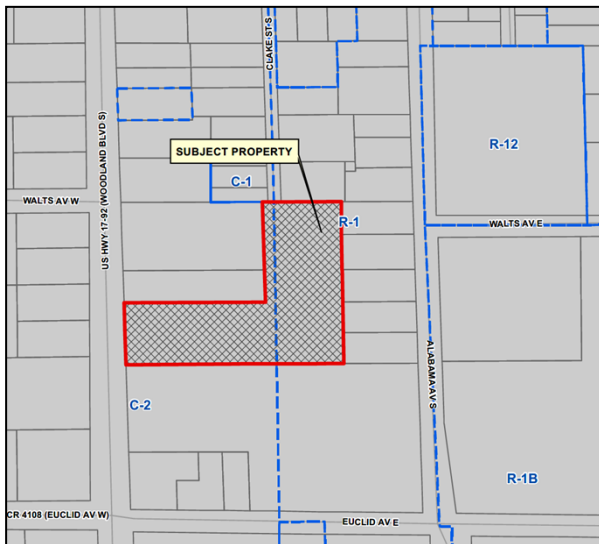
Location: 425 S. Woodland Blvd. (parcel id. 701601190070)

Parcel Size: 2.09 ± acres

Existing Use: Vacant, undeveloped

B. ANALYSIS:

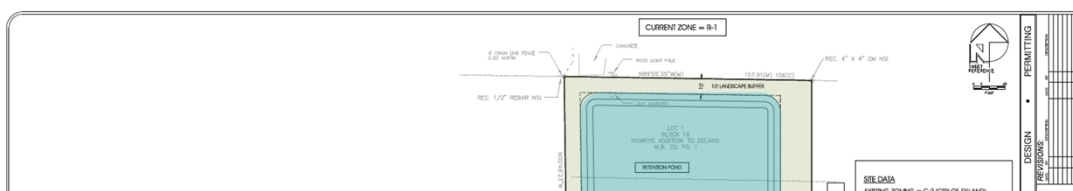
The site currently consists of a parcel that is situated such that it encompasses two different zoning designations, C-2 (General Commercial) and R-1 (Single family residential). The property has 2 different land use designations as well - Mixed Commercial and Medium Density Residential respectively. The request would provide a single zoning designation for the parcel. The PD zoning designation is permitted in all of the city's various land uses designations and this designation is requested in order to provide a consistent zoning category for the entire parcel.



The applicant proposes to develop a 2-story office/business building and the associated parking, stormwater retention and open space on the property. The development will take place in a single phase of construction.

As outlined in the development agreement the permitted uses for this site are as follows:

1. Commercial building to include condominiums for retail, professional offices and related business uses;
2. Parking area for guest, employees and vendors;
3. Common area and sidewalks.





Section 33-13
rezoning request:

n reviewing a

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 PD zoning designation is consistent with and permitted within all the established Land use designations for the City of DeLand. Therefore, a land use amendment would not be necessary.

The existing zoning designations are described as follows:

C-2—General Commercial District.

- (a) Statement of intent. The purpose of this zoning district is to provide for the general retail and service needs of the DeLand area. The uses that are permitted will draw from a wider area than the uses allowed in the neighborhood commercial zoning district.

R-1—Single-Family Dwelling District.

- (a) Statement of intent. The purpose and intent of the R-1 Single-Family Residential District is to provide medium density residential neighborhoods in an urban setting along with other limited nonresidential uses.

The proposed zoning designation is generally described as follows:

425 South PD – Planned Development

33-17.22. *PD—Planned Development District.*

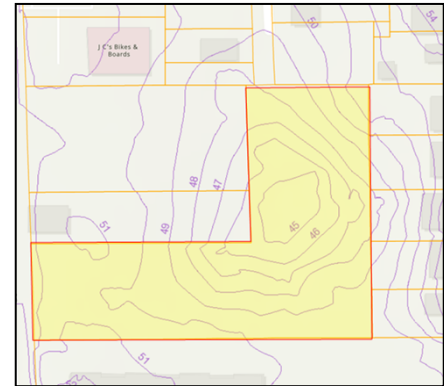
- (a) Statement of intent. The Planned Development District is intended to provide a method for consideration and approval of unique zoning districts for individual Planned Developments (PD) which are not provided for or allowed in the zoning districts otherwise established by this chapter. See also: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

A development agreement has been prepared outlining the unique zoning requirements by which the property will be developed. For the sake of comparison, the chart below lists some of the lot and building requirements of the existing and proposed zoning categories:

	C-2	R-1	PD
Min. lot area	9,000 sf	6,500 sf	90,605 sf
Min. width	75 ft	60 ft.	130 (452)
Setbacks:			
Front	20 ft	n/a	20
Rear	25 ft (resid.) 10 ft (others)	25 ft	25 ft (resid.)
Side	25 ft (resid.) 10 ft (others)	7.5 ft	10 ft (resid.)
Side-St.	20 ft	15 ft*	n/a
Max. lot coverage	60% (Mxd use) 70% (Hwy Com'l)	40%	70%
Max. bldg. height	80 ft	35 ft*	35 ft

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

Rezoning of the property will only amend the permitted uses of the property and not impact the environment or natural resources. The property is currently mostly vegetated, however, there are no water bodies, wetlands or other environmental features located on the property. The development stage of the property is where impacts to the environmental features should be analyzed.



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

The property is currently vacant and contributes only marginally to the tax base. The rezoning action will permit the eventual development of the commercial use that will have an impact upon the economy once the building is in operation and generating revenue. As is the case throughout the city, undeveloped properties in this area of Woodland Blvd. are being developed which will eventually impact the overall economy of the area in ways relative to their use.

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

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

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

This property has been in a vacant undeveloped state and does not appear to have previously been developed in recent years. Surrounding property includes residential and commercial use. Development of the ITF Facility, the use of the adjacent building as a restaurant and other growth in this section of Woodland Blvd. are indicative of progress and supportive of this rezoning.

6. Was there a mistake in the original classification?

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

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

The property's current zoning designation, C-1 (General Commercial), permits the uses proposed with the PD as well as a number of other uses including medical support, personal

service, hospitality, food service and residential uses. The planned development permits a limited number of uses. This does not, however, impact the area in general.

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

The rezoning request will not adversely impact health, safety or welfare. The property is located within the developed urban core and the property is positioned for commercial land uses. The proposed rezoning designation is consistent with the area and not anticipated to adversely impact the area in that regard.

C. CONCLUSION:

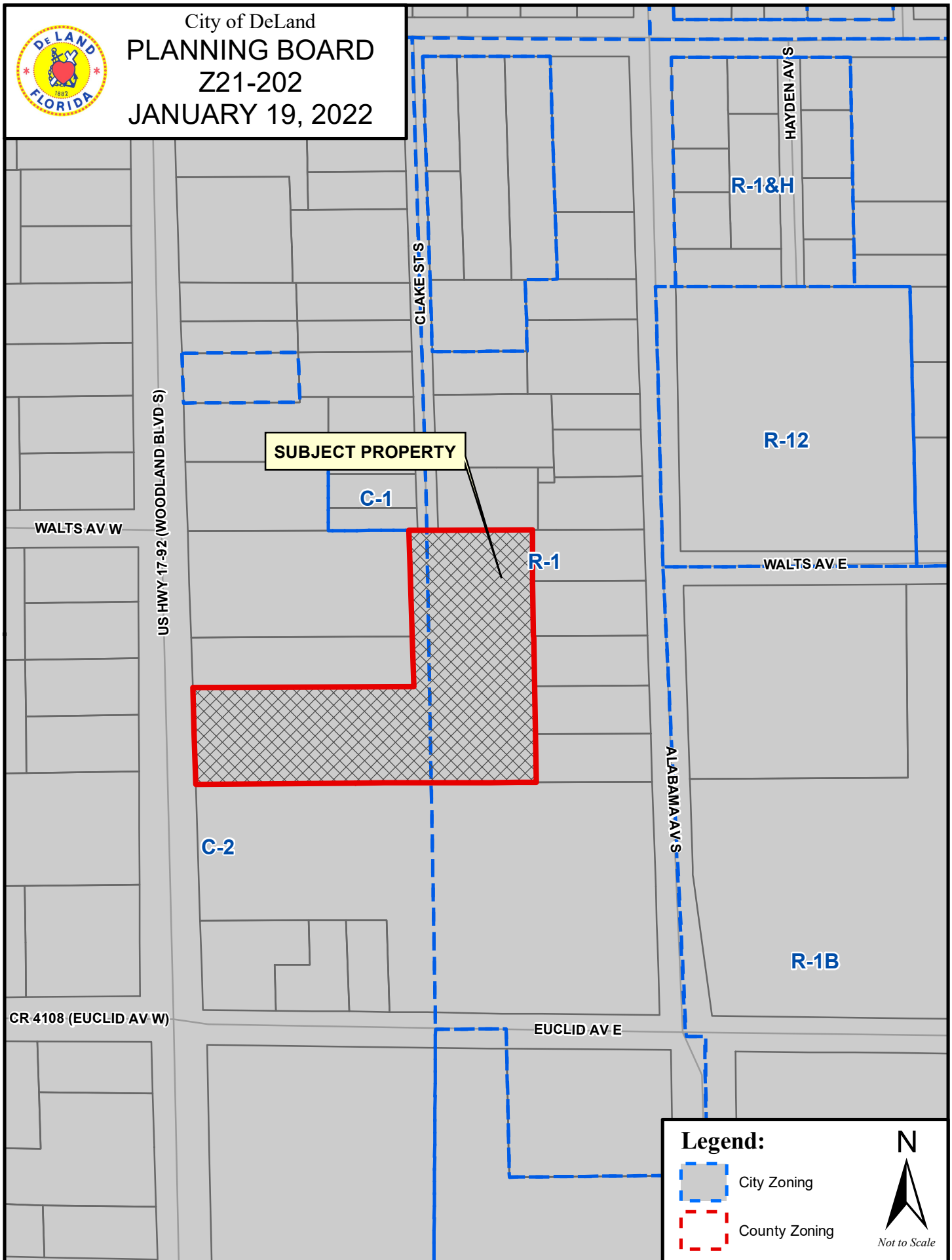
The concept/development plan shows a front landscape buffer that includes a sidewalk and a monument sign. Hardscape elements are typically not allowed in landscape buffers which are reserved for plant materials only. The agreement should be re-worded to include the additional elements. At the December 16, 2021 meeting of the TRC, the committee recommended approval of the request. This rezoning request aligns with the pattern of development in the surrounding area.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request. (*The City Commission will address the proposed rezoning for first reading at 7 p.m., February 21, 2022.*)



City of DeLand
PLANNING BOARD
Z21-202
JANUARY 19, 2022





City of DeLand
PLANNING BOARD
Z21-202
JANUARY 19, 2022



Legend:

-  City Zoning
-  County Zoning



CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: First Reading of Ordinance Amending Chapter 4 of the Code Relating to the Tethering of Dogs and Cats.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Ordinance, HB 177 2021 Tethering, CS_SB 650-2021 Tethering, SB 650 2021 Tethering-Staff Report

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

Approval of an Ordinance relating to the prohibition against the tethering of dogs and cats is requested.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The City has enacted provisions of the City Code relating to animal control and implements a code enforcement system with associated processes. Adding prohibitions to the current City system will not result in a substantial fiscal impact.

RECOMMENDATION:

It is recommended that the City Commission approve the Ordinance relating to the prohibition against the tethering of dogs and cats.

BACKGROUND/DISCUSSION:

In Chapter 4 of the City Code of Ordinances pertaining to animal control, the City Commission enacted provisions to protect animals from abuse and neglect.

The improper tethering of animals can cause grave harm or death to animals and there is a clear link between animals that are left tethered in one location without supervision and increased aggressiveness. Although Section 828.18, *Florida Statutes*, prohibits and makes a criminal offense actions that involve cruelty to animals, no specific prohibition exists in State law with regard to the tethering of dogs or cats and bills introduced in the Florida Legislature proposing to do so have failed (copies of the legislation and a legislative staff report are attached).

Although legislative proposals prohibiting the tethering of dogs and cats have failed, one legislative staff report

pertaining to a bill has noted that Section 828.27, *Florida Statutes*, provides that the governing body of a county or municipality may enact ordinances relating to animal control or cruelty and that about 23 of Florida's 67 counties have ordinances in place prohibiting a dog from being outside or tethered during periods of extreme weather conditions, such as extreme heat, freezing or near-freezing temperatures, during thunderstorms, lightning storms, tornado watches or warnings, or during tropical storm or hurricane watches or warnings. In Volusia County, the cities of Ponce Inlet and Deltona are 2 local governments which have enacted anti-tethering ordinances.

The proposed Ordinance provides, among other things, for a prohibition of the tethering of dogs and cats unless the activity is proven to fall within a certain activities, but does not apply to the use of a leash to walk or transport a dog or cat. A tether is a cord, rope, cable, or chain, or similar, which is used to restrain a dog or cat to a limited area, while tethering is restraining of a dog or cat by means of any type to any fixed object or structure such as a house, garage, dog house, fence, post, motor vehicle, trailer, shed, weight, ground anchor, tree, boat or the ground.

Under the proposed Ordinance, it would be prohibited for a person to tether a dog or a cat to a stationary object while outdoors or in a public park located in the City of DeLand unless the person charged proves that (more detail is prescribed in the proposed Ordinance):

- 1) That the dog or cat was in visible range of the owner or responsible party, which person must also be outside with the dog or cat at all times; provided, however, that the dog or cat owner, or responsible person, may leave a dog or a cat tethered outdoors on their property for a reasonable period not to exceed 30 minutes while such owner or responsible person performs a temporary task indoors on another section of the property. A dog or a cat may never be left tethered and unattended on unoccupied, vacant or abandoned property.
- 2) That the tether was connected with a swivel hook to the dog's or cat's buckle type collar or a body harness made of nylon or leather that is of sufficient size to adequately and safely restrain the dog or cat using a swivel hook.
- 3) That the tether was of a size and weight that was reasonably necessary to safely restrain the dog or cat (and not a heavy chain, cord, wire, or any other material not commonly intended to be used as a collar) without placing excessive strain or weight on the dog or cat.
- 4) That the dog or cat was not tethered outside in a period of extreme weather.
- 5) That the dog or cat had access to water, shelter, shade, and dry ground.
- 6) That the dog or cat was at least 6 months of age.
- 7) That the dog or cat was not sick, injured, or a female in heat, and was not vulnerable to being attached without the chance to escape to a protected area.
- 8) If there are multiple dogs and/or cats tethered at the same time, each animal was lawfully tethered separately.
- 9) That the tethering did not occur at a time in the hours beginning at dusk or prior to dawn.
- 10) That the tethering would not allow the dog or cat to reach a potentially dangerous object or area.

Exceptions to the prohibition are when a dog or cat is tethered in a manner that does not jeopardize its health, safety or well-being when lawfully:

- 1) Participating at an organized public event.
- 2) Actively engaging livestock or cultivation activities.
- 3) Being treated by a veterinarian or serviced by a groomer.
- 4) Being trained for or actively serving in a law enforcement capacity.
- 5) Being used for hunting.
- 6) Being cared for or used as part of a rescue operation.
- 7) Temporarily tethered while at a humane shelter or commercial boarding facility.
- 8) In accordance with the regulations of a camping or recreational area.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 4 “ANIMAL CONTROL” OF THE CODE OF ORDINANCES OF THE CITY OF DELAND; BY AMENDING SECTION 4-3 “DEFINITIONS”; BY ADDING A NEW SECTION 4-5.1 “PROHIBITING THE TETHERING OF DOGS AND CATS TO STATIONARY OBJECTS WHILE OUTDOORS; SUBJECT TO SPECIFIC EXCEPTIONS”; BY ADDING A NEW SECTION 4-5.2 “IMPLEMENTING ADMINISTRATIVE ACTIONS AND ENFORCEMENT/PENALTIES” PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand desires to protect animals from abuse and neglect; and

WHEREAS, improper tethering of animals can cause grave harm or death to animals; and

WHEREAS, the City Commission of the City of DeLand recognizes there is a clear link between animals that are left tethered in one location without supervision and increased aggressiveness; and

WHEREAS, although Section 828.12, *Florida Statutes*, prohibits and makes a criminal offense actions that involve cruelty to animals, no specific prohibition exists in State law with regard to the tethering of dogs or cats and bills introduced in the Florida Legislature proposing to do so have failed; and

WHEREAS, although legislative proposals prohibiting the tethering of dogs and cats have failed, one legislative staff report pertaining to a bill has noted that Section 828.27, *Florida Statutes*, provides that the governing body of a county or municipality may enact ordinances relating to animal control or cruelty and that about 23 of Florida’s 67 counties have ordinances in place prohibiting a dog from being outside or tethered during periods of extreme weather conditions, such as extreme heat, freezing or near-freezing temperatures, during thunderstorms, lightning storms, tornado watches or warnings, or during tropical storm or hurricane watches or warnings; and

WHEREAS, the City of DeLand notes that other cities have also enacted ordinances prohibiting the tethering of dogs and cats; and

WHEREAS, the City Commission of the City of DeLand has deemed approval of this Ordinance to be in the best interest of the residents and citizens of the City of DeLand and to further the public health, safety and welfare; and

WHEREAS, this Ordinance is enacted pursuant to the statutory and constitutional home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; and Chapter 166, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance as the legislative findings and intent of the City Commission the City staff report relating to this Ordinance as well as the recitals (whereas clauses) to this Ordinance.

(b). The Florida Animal Control Association (FACA) recognizes that the issue of tethering of animals is a growing concern throughout the State of Florida. The FACA recommended that jurisdictions consider quality of life, public safety, humane treatment and property rights when dealing with the issue of the tethering of animals and that living in “the Sunshine State” presents weather, parasite and other risks to animals kept outdoors. Specifically, the FACA recommends that certain concerns be considered in each community and that limiting tethering to a time limit poses enforcement challenges and, thus, tethered animals kept within a visual range or while the owner is actually outside may eliminate this challenge.

Section 2. Chapter 4 “Animal Control” of the Code of Ordinances of the City of DeLand is hereby amended by amending Section 4-3 “Definitions” by inserting the new underlined language in the existing definitions to be read in full as follows:

Sec. 4-3. – Definitions.

- (w) Tether shall mean a cord, rope, cable, or chain, or similar, which is used to restrain a dog or a cat to a limited area.
- (x) Tethering shall mean the restraining of a dog or a cat by the means of any type of to any fixed object or structure including, but not limited to, a house, garage, dog house, fence, post, motor vehicle, trailer, shed, weight, ground anchor, tree, boat or the ground. Tethering shall not include the use of a leash to walk a dog or a cat or as a form of restraint used in the transportation of a dog or a cat.

Section 3. Chapter 4 “Animal Control” of the Code of Ordinances of the City of DeLand is hereby amended by adding a new Section 4-5.1 “Prohibiting the Tethering dogs or cats to stationary objects while outdoors; subject to specific exceptions” by inserting the new underlined language to be read in full as follows:

Sec.4-5.1 Prohibiting the Tethering of dogs and cats to stationary objects while outdoors; subject to specific exceptions.

- (a). It is prohibited and unlawful for a person to tether a dog or a cat to a stationary object while outdoors in the City of DeLand unless the person charged with a violation proves by clear and convincing evidence that the exception set forth in Subsection (b) is applicable.
- (b). The prohibition set forth in Subsection (a) shall not apply if a person charged with a violation proves, by clear and convincing evidence, all of the following:
 - (1). That the dog or cat was in visible range of the owner or responsible party, which person must also be outside with the dog or cat at all times; provided, however, that the dog or cat owner, or responsible person, may leave a dog or a cat tethered outdoors on their property for a reasonable period not to exceed 30 minutes while such owner or responsible person performs a temporary task indoors or on another section of the property. A “temporary task” means a short-duration activity for which a dog or cat might need to be kept outside examples of which include cooking meals and bathing attending to the care of a child or children. In no event may the owner or responsible person leave the property while a dog or a cat is left tethered and unattended, outdoors. A dog or a cat may never be left tethered and unattended on unoccupied, vacant or abandoned property.
 - (2). That the tether was connected with a swivel hook to the dog's or cat's buckle-type collar or a body harness made of nylon or leather that is of sufficient size to adequately and safely restrain the dog or cat using a swivel hook. The swivel hook shall attach to the stationary object or trolley system and is intended to prevent injury to the dog or cat from becoming tangled with other animals or objects and was not attached to the stationary object or trolley in a way that the dog or cat could extend the tether over a fence or other similar object. The tether must, consistent with the above requirements, prevent the dog or cat from being able to jump over a fence while still attached to the tether (which could result in injury or death).
 - (3). That the tether was of a size and weight that was reasonably necessary to safely restrain the dog or cat (and not a heavy chain, cord, wire or any other material not commonly intended to be used

as a collar) without placing excessive strain or weight on the dog or cat, but, in any event, not exceeding 1/10 of the dog's or cat's weight and was a length that was at least either 5 times the length of the animal measured from the nose to the tip of its tail, or 10', whichever is greater, with a trolley cable not elevated more than 7' above the surface.

- (4). That the dog or cat was not tethered outside in a period of extreme weather, including, but not limited to, extreme heat (in excess of 85 degrees Fahrenheit) or cold (lower than 50 degrees Fahrenheit), thunderstorms, lightning, tornadoes, tropical storms, or hurricanes.
- (5). That the dog or cat had access to water, shelter, shade and dry ground. To that end, the tether must be secured in such a way that it cannot become entangled with other objects and deprive the dog or cat of water, shelter, shade and dry ground.
- (6). That the dog or cat was at least 6 months of age.
- (7). That the dog or cat was not sick, injured, or a female in heat, and was not vulnerable to being attacked by other dogs, cats or animals or people, without the chance to escape to a protected area.
- (8). If there are multiple dogs and/or cats tethered at the same time, that each animal was tethered separately consistent with all of the requirements of this Ordinance.
- (9). That the tethering did not occur at any time in the hours beginning at dusk or prior to dawn
- (10). That the tethering would not allow the dog or cat to reach a potentially dangerous object or area including, but not limited to, a window sill, edge of a pool, lake, river or canal, a fence, a porch, a tree, a post, a terrace railing or other object or area that poses a substantial risk of injury or strangulation to the dog or cat if the dog or cat jumps over, goes into or goes around the object or area.
- (c). The prohibition set forth in this Ordinance does not apply to tethering a dog or cat in a manner that does not jeopardize its health, safety, or well-being of the dog or cat when:
 - (1). Attending, or participating in, a legal, organized public event in which the dog or cat and the person are permitted attendees or participants.
 - (2). Actively engaging in conduct that is directly related to the business of shepherding or herding cattle or livestock or related to the

business of cultivating agricultural products and tethering is reasonably necessary for its safety.

- (3). Being treated by a veterinarian or serviced by a groomer.
- (4). Being trained for or actively serving in a law enforcement capacity.
- (5). Being lawfully used to actively hunt a species of wildlife during the hunting season for that species of wildlife.
- (6). Being cared for or used as part of a rescue operation during a natural or manmade disaster.
- (7). Temporarily tethered while being kept in a bona fide humane shelter or at a licensed commercial boarding facility.
- (8). Tethered in accordance with the lawful regulations of a licensed and lawful camping or recreational area.

Section 4. Chapter 4 “Animal Control” of the Code of Ordinances of the City of DeLand is hereby amended by adding a new Section 4-5.2 “Implementing Administrative Actions; Enforcement/Penalties” by inserting the new underlined language to be read in full as follows:

Sec.4-5.2 Implementing Administrative Actions; Enforcement/Penalties.

- (a). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.
- (b). Enforcement of the provisions shall be in accordance with the normative code enforcement processes and procedures of the City and the City may seek any legal remedy and initiate any code enforcement process resulting in any penalty as may be available to the City under controlling law.

Section 5. Savings. The prior actions of the City of DeLand relating to animal control activities of the City, as well as any and all related matters, are hereby ratified and affirmed.

Section 6. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 7. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 8. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions in Sections 2, 3, and 4 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that all other sections shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the *Code of Ordinances of the City of DeLand* to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 9. Effective Date. This Ordinance shall become effective immediately upon adoption.

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

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

Passed on first reading: _____, 2022.
Adopted on second reading: _____, 2022.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

HB 177

2021

1 A bill to be entitled
2 An act relating to tethering of domestic dogs and
3 cats; creating s. 828.132, F.S.; providing a
4 definition; providing requirements for tethering
5 domestic dogs and cats; providing applicability;
6 providing penalties; providing for enforcement;
7 providing an effective date.
8

9 Be It Enacted by the Legislature of the State of Florida:
10

11 Section 1. Section 828.132, Florida Statutes, is created
12 to read:

13 828.132 Tethering of domestic dogs and cats.—

14 (1) As used in this section, the term "tether" means to
15 tie a domestic dog or domestic cat to a stationary or inanimate
16 object with a rope, chain, or other means to restrict, confine,
17 or restrain its movement.

18 (2) (a) A person may not tether a domestic dog or domestic
19 cat unless the person is physically present with and attending
20 to the dog or cat and the dog or cat remains visible to the
21 person at all times while tethered.

22 (b) A person may not tether a domestic dog or domestic cat
23 outdoors during severe weather, including, but not limited to,
24 extreme heat or cold, thunderstorms, lightning, tornadoes,
25 tropical storms, or hurricanes.

Page 1 of 3

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb0177-00

26 (3) Paragraph (2)(a) does not apply to tethering a
27 domestic dog or domestic cat in a manner that does not
28 jeopardize its health, safety, or well-being when:

29 (a) Attending, or participating in, a legal, organized
30 public event in which the dog or cat and the person are
31 permitted attendees or participants;

32 (b) Actively engaging in conduct that is directly related
33 to the business of shepherding or herding cattle or livestock or
34 related to the business of cultivating agricultural products and
35 tethering is reasonably necessary for its safety;

36 (c) Being treated by a veterinarian or serviced by a
37 groomer;

38 (d) Being trained for or actively serving in a law
39 enforcement capacity;

40 (e) Being lawfully used to actively hunt a species of
41 wildlife in the state during the hunting season for that species
42 of wildlife;

43 (f) Being cared for as part of a rescue operation during a
44 natural or manmade disaster;

45 (g) Temporarily tethered while being kept in a bona fide
46 humane shelter or at a licensed commercial boarding facility; or

47 (h) Tethered in accordance with the regulations of a
48 camping or recreational area.

49 (4) A person who tethers a domestic dog or domestic cat in
50 violation of this section commits a noncriminal violation as

HB 177

2021

51 defined in s. 775.08(3) and is subject to the following
52 penalties:

53 (a) For a first offense, a written warning and notice to
54 comply within 30 calendar days.

55 (b) For a second offense, a fine of \$250.

56 (c) For a third and every subsequent offense, a fine of
57 \$500.

58 (5) This section shall be enforced pursuant to s. 828.073.

59 Section 2. This act shall take effect July 1, 2021.

By the Committee on Agriculture; and Senators Taddeo, Book, Rouson, Polsky, Cruz, Jones, Farmer, and Stewart

575-02381-21

2021650c1

A bill to be entitled

An act relating to tethering of domestic dogs and cats; creating s. 828.132, F.S.; defining the term "tether"; providing requirements for tethering domestic dogs and cats; providing applicability; providing penalties; authorizing enforcement of the act in accordance with specified provisions; providing construction; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 828.132, Florida Statutes, is created to read:

828.132 Tethering of domestic dogs and cats.—

(1) As used in this section, the term "tether" means to tie a domestic dog or domestic cat to a stationary or inanimate object with a rope, chain, or other means to restrict, confine, or restrain its movement.

(2) (a) A person may not tether a domestic dog or domestic cat unless the person is physically present with and attending to the dog or cat and the dog or cat remains visible to the person at all times while tethered.

(b) A person may not tether a domestic dog or domestic cat outdoors during severe weather, including, but not limited to, extreme heat or cold, thunderstorms, lightning, tornadoes, tropical storms, or hurricanes.

(3) This act does not apply to hunting dogs.

(4) Paragraph (2) (a) does not apply to tethering a domestic dog or domestic cat in a manner that does not jeopardize its

575-02381-21

2021650c1

health, safety, or well-being when:

(a) Attending, or participating in, a legal, organized public event in which the dog or cat and the person are permitted attendees or participants;

(b) Actively engaging in conduct that is directly related to the business of shepherding or herding cattle or livestock or related to the business of cultivating agricultural products and tethering is reasonably necessary for its safety;

(c) Being treated by a veterinarian or serviced by a groomer;

(d) Being trained for or actively serving in a law enforcement capacity;

(e) Being cared for as part of a rescue operation during a natural or manmade disaster;

(f) Temporarily tethered by any of the following entities for a period of time which is no longer than necessary to accomplish a task such as bathing, medical care, or any other short-term valid purpose for the safety of the animal, other animals, staff, or the public:

1. A public or private animal shelter.

2. A humane organization.

3. An animal control agency operated by a humane organization; by a county, municipality, or other incorporated political subdivision; or by a licensed commercial boarding facility;

(g) Temporarily tethered while being kept in a bona fide humane shelter or at a licensed commercial boarding facility; or

(h) Tethered in accordance with the regulations of a camping or recreational area.

575-02381-21

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59 (5) A person who tethers a domestic dog or domestic cat in
60 violation of this section commits a noncriminal violation as
61 defined in s. 775.08(3) and is subject to the following
62 penalties:

63 (a) For a first offense, a written warning and notice to
64 comply.

65 (b) For a second offense, a fine of \$250.

66 (c) For a third and every subsequent offense, a fine of
67 \$500.

68 (6) This section may be enforced pursuant to s. 828.073.

69 (7) This section may not be construed to limit the
70 authority of any local governmental entity to adopt or enforce
71 an ordinance that is more restrictive or that imposes greater
72 penalties than this section.

73 Section 2. This act shall take effect July 1, 2021.

The Florida Senate
BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Agriculture

BILL: CS/SB 650

INTRODUCER: Agriculture Committee and Senator Taddeo and others

SUBJECT: Tethering of Domestic Dogs and Cats

DATE: March 4, 2021

REVISED: _____

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Argote	Becker	AG	Fav/CS
2.			CA	
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

SB 650 prohibits the tethering of a domestic dog or a domestic cat to a stationary or inanimate object with a rope, chain, or other means to restrict, confine, or restrain its movement. The bill provides criteria for lawful attended tethering and prohibits the tethering of a dog or cat outdoors during severe weather conditions.

The bill provides for additional and increasing noncriminal penalties for a person who is found to be in violation of the bill's provisions. The bill allows for enforcement under s. 828.073, F.S.

The bill takes effect July 1, 2021.

II. Present Situation:

Animal Cruelty; Generally

Section 828.12, F.S., prohibits criminal offenses involving cruelty to animals.¹

Specifically, a person commits animal cruelty if he or she unnecessarily overloads, overdrives, torments, deprives of necessary sustenance or shelter, or unnecessarily mutilates, or kills any animal, or causes the same to be done, or carries in or upon any vehicle, or otherwise, any animal

¹ Section 828.12, F.S.

in a cruel or inhumane manner. Animal cruelty is a first degree misdemeanor, punishable by up to 1 year in jail and a fine of up to \$5,000.²

A person commits aggravated animal cruelty if he or she intentionally commits an act to any animal, or a person who owns or has the custody or control of any animal and fails to act, which results in the cruel death, or excessive or repeated infliction of unnecessary pain or suffering, or causes the same to be done. Aggravated animal cruelty is a third degree felony, punishable by up to 5 years in jail and a fine of up to \$10,000.³

A person who commits multiple acts of animal cruelty or aggravated animal cruelty against one animal may be charged with a separate offense for each act, or against more than one animal may be charged with a separate offense for each animal such cruelty was committed upon.

In addition, s. 828.13, F.S., provides that animal owners who abandon their animal to suffer injury or malnutrition or abandons any animal in a street, road, or public place without providing for the care, sustenance, protection, and shelter of such animal is guilty of a first degree misdemeanor.⁴

Further, s. 828.27, F.S., provides that the governing body of a county or municipality may enact ordinances relating to animal control or cruelty.⁵ Violation of such county ordinance is a civil infraction, with a maximum civil penalty not to exceed \$500. Twenty-three counties have ordinances in place prohibiting a dog from being outside or tethered during periods of extreme weather conditions, such as extreme heat, freezing or near-freezing temperatures, during thunderstorms, lightning storms, tornado watches or warnings, or during tropical storm or hurricane watches or warnings.⁶

Dog and Cat Safety During Extreme Weather Conditions

As a dangerous storm approaches, many residents flee to safer areas, and some leave their pets behind. During Hurricane Irma, the Palm Beach County Animal Care and Control director reported that many pets had been left chained to trees and parked cars, as their owner left them behind to “ride out the storm” on their own. At the time of the reporting, 49 dogs and two cats had been rescued by animal control officers.⁷

² A first degree misdemeanor is punishable by up to 1 year in jail and a fine of up to \$1,000, or any higher amount specifically authorized by statute. See sections 775.082 and 775.083, F.S.

³ A third degree felony is punishable by up to 5 years imprisonment and up to a \$5,000 fine, or any higher amount specifically authorized by statute. See sections 775.082 and 775.083, F.S.

⁴ Section 828.13, F.S.

⁵ Section 828.27, F.S.

⁶ Alachua, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Escambia, Franklin, Gilchrist, Hernando, Hillsborough, Lake, Leon, Manatee, Martin, Miami-Dade, Monroe, Nassau, Palm Beach, St. Lucie, Sarasota, and Wakulla County.

⁷ See DML NEWS, Pets Abandoned, Chained on Leashes, as Owners Flee Hurricane Irma, September 9, 2017, *available at* <https://dmlnews.com/pets-abandoned-chained-leashes-owners-flee-hurricane-irma/> (last visited March 2, 2021).

Animals Found In Distress

Under s. 828.073, F.S.,⁸ animals found in distress may be removed from its present custody or made the subject of an order to provide care, issued to its owner by the county court, any law enforcement officer, any animal control officer certified pursuant to s. 828.27, F.S.,⁹ or any agent of any county or of any society or association for the prevention of cruelty to animals appointed under s. 828.03, F.S.,¹⁰ and protected and disposed of appropriately and humanely.

Any law enforcement officer, any animal control officer, or any agent of any county or of any society or association for the prevention of cruelty to animals pursuant to s. 828.27, F.S., may lawfully take custody of any animal found neglected or cruelly treated by removing the animal from its present location or may order the owner of any animal found neglected or cruelly treated to provide certain care to the animal at the owner's expense without removal of the animal from its present location.

Subsequently, a petition seeking relief under this section shall be filed in the county court of the county in which the animal is found within 10 days after the animal is seized or an order to provide care is issued. The court is then required to schedule and commence a hearing on the petition within 30 days after the petition is filed to determine whether the owner, if known, is able to adequately provide for the animal and is fit to have custody of the animal. The hearing shall be concluded and the court order entered thereon within 60 days after the date the hearing is commenced.

If the court determines that the owner is able to provide adequately for, and have custody of, the animal, the order shall provide that the animal be claimed and removed by the owner within 7 days after the date of the order. Upon the court's judgment that the owner of the animal is unable or unfit to adequately provide for the animal, the court may follow guidelines pursuant to s. 828.073, F.S.¹¹

Hunting Dogs

Under s. 767.10, F.S., the Legislature finds that dangerous dogs are an increasingly serious and widespread threat to the safety and welfare of the people of this state because of unprovoked attacks which cause injury to persons and domestic animals, and such attacks are in part attributable to the failure of owners to confine and properly train and control their dogs.¹² Because of this growing problem, uniform requirements for the owners of dangerous dogs were imposed.¹³

Under s. 767.12(6), F.S., hunting dogs are exempt from the regulations imposed by s. 767.10, F.S., when engaged in any legal hunt or training procedure.¹⁴ Dogs engaged in training or

⁸ Section 828.073, F.S.

⁹ Section 828.27, F.S.

¹⁰ Section 828.03, F.S.

¹¹ Section 828.073, F.S.

¹² Section 767.10, F.S.

¹³ *Id.*

¹⁴ Section 767.12(6), F.S.

exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt when engaged in any legal procedures.¹⁵ However, such dogs at all other times in all other respects are subject to both s. 767.10, F.S., and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.¹⁶

Noncriminal Violations

The term “noncriminal violation” is defined as any offense that is punishable under the laws of this state, or that would be punishable if committed in the state, by no other penalty than a fine, forfeiture, or other civil penalty. A noncriminal violation does not constitute a crime, and conviction for a noncriminal violation shall not give rise to any legal disability based on a criminal offense.¹⁷

III. Effect of Proposed Changes:

Section 1 creates s. 828.132, F.S., to prohibit the tethering of a domestic dog or a domestic cat to a stationary or inanimate object with a rope, chain, or other means to restrict, confine, or restrain its movement.

The bill prohibits the tethering of a domestic dog or a domestic cat unless the person is physically present with and attending to the dog or cat. The dog or cat must remain visible to the person at all times while tethered. This section does not apply when a dog or cat is tethered in a manner that does not jeopardize its health, safety, or well-being when:

- Attending, or participating in, a legal, organized public event in which the dog or cat and the person are permitted attendees or participants;
- Actively engaging in conduct that is directly related to the business of shepherding or herding cattle or livestock or related to the business of cultivating agricultural products and tethering is reasonably necessary for its safety;
- Being treated by a veterinarian or serviced by a groomer;
- Being trained for or actively serving in a law enforcement capacity;
- Being cared for as part of a rescue operation during a natural or manmade disaster;
- Temporarily tethered by any of the following entities for the period of time necessary to accomplish a task such as bathing, medical care, or any other short-term valid purpose for the safety of the animal, other animals, staff, or the public:
 - A public or private animal shelter.
 - A humane organization.
 - An animal control agency operated by a humane organization; by a county, municipality, or other incorporated political subdivision; or by a licensed commercial boarding facility.
- Temporarily tethered while being kept in a bona fide humane shelter or at a licensed commercial boarding facility; or
- Tethered in accordance with the regulations of a camping or recreational area.

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ Section 775.08(3), F.S.

The bill also provides that a person may not tether a domestic dog or cat outdoors during severe weather conditions. The bill does not apply to hunting dogs.

A person who tethers a dog or cat in violation of the provisions set forth within this bill commits a noncriminal violation as defined in s. 775.08(3), F.S., and is subject to the following penalties:

- For a first offense, a written warning and notice to comply;
- For a second offense, a fine of \$250; and
- For a third and every subsequent offense, a fine of \$500.

Section 2 provides that this act shall take effect July 1, 2021.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

The bill creates a noncriminal penalty of up to \$500, which may increase revenue if the provisions set forth by this bill are violated.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill creates section 828.132 of the Florida Statutes.

IX. Additional Information:

- A. **Committee Substitute – Statement of Changes:**
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Agriculture on March 3, 2021:

The committee substitute specifies the entities that are authorized to temporarily tether a domestic dog or domestic cat for the period of time necessary to accomplish a task such as bathing, medical care, or any other short-term valid purpose for the safety of the animal, other animals, staff, or the public. These entities include: a public or private animal shelter; a humane organization; or an animal control agency operated by a humane organization, a county, municipality, or other incorporated political subdivision.

The committee substitute removes the requirement that compliance must be met within 30 days for a first offense. It also clarifies that the bill does not apply to hunting dogs. It specifies that the bill may not be construed to limit the authority of any local governmental entity to adopt or enforce an ordinance that is more restrictive or that imposes greater penalties than what is outlined in this bill.

- B. **Amendments:**

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Resolution Approving Final Plat, Woodland Village.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Resolution, Woodland Village final plat

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The applicant, Kimberly Buck, P.E. for owner Starlight Homes Florida LLC, is requesting approval of the final plat for the Woodland Village subdivision located at 204 Mohawk Ave. The subdivision will contain 89 single-family lots on 24.509 acres. The adopted PD agreement allows for lot sizes ranging from 40 to 55 ft. in width. All lots in the proposed subdivision meet the minimum dimensions and lot area standards for the PD. The subdivision also includes common areas such as guest parking facilities, a pocket park with tot-lot, and a landscaped walking trail circling the stormwater pond. Access to the subdivision will be via E. Mercers Fernery Rd., and additional right-of-way has also been dedicated for the widening of both Mercers Fernery Rd. and Flower Dr.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of the final plat will allow the developer to sell the lots and construct new homes on said lots. As the project is developed, properties will be added to the City's tax roll with subsequent demand for city services.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The applicant, Kimberly Buck, P.E. for owner Starlight Homes Florida LLC, has submitted a final plat for Woodland Village. A development order for the original preliminary plat (#PSB-19-56) of 91 single-family lots was issued on June 16, 2020. An application (#PSB21-174) to modify the preliminary plat (and subsequently reduce the number of lots down to 89) was approved on December 30, 2021. The preliminary plat allows the developer to construct the infrastructure. As the infrastructure construction nears completion, final plats are submitted for sections where the developer intends to initiate construction of single-family homes.

The Technical Review Committee (TRC) reviewed the final plat (#FSB21-145) at their November 18, 2021 meeting. All remaining comments from the TRC Staff have since been addressed. There may also be additional comments from the City Surveyor and Legal Department pending.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE FINAL SUBDIVISION PLAT FOR WOODLAND
VILLAGE, LOCATED AT 204 MOHAWK AVENUE; PROVIDING FOR
CONDITIONS AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Kimberly Buck, P.E, on behalf of the owner, Starlight Homes Florida, LLC, has submitted a proper and complete application under Chapter 33, Article 13, of the City of DeLand Code of Ordinances (hereinafter the “Code”) for the final plat approval for Woodland Village; and

WHEREAS, the applicant intends to develop the subject property into 89 single-family residential subdivision; and

WHEREAS, on November 18, 2021, the Technical Review Committee recommended approval of the final subdivision plat for Woodland Village with conditions.

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

Section 1. The City Commission hereby approves the final subdivision plat for Woodland Village, located at 204 Mohawk Avenue, on the following conditions:

Planning Dept. revised comments:

1. On Pg. 2 - Width of Tract "B" on eastern boundary still needs labelling;
2. On Pg. 3 - Width of Tract "D" on eastern boundary still missing; and label for arrows showing distance between ROW of cul-de-sac of Elm Canopy Ct. & southern boundary; and
3. The applicant shall comply with any and all comments and or revisions from the City Surveyor, City Engineer, and City Attorney.

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

PASSED AND DULY ADOPTED this 21st day of February, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

WOODLAND VILLAGE

SHEET 1 OF 3

A REPLAT REPLATTING A PORTION OF LOT 7, ALL OF LOTS 8 THROUGH 23 AND A PORTION OF WAVERLY AVENUE AND ALL OF OAK STREET E.L. KICKLIGHTER SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 93 LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION

A TRACT OF LAND, LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°09'17" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 1776.75 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 6280, PAGE 3097 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN NORTH 01°00'42" WEST, ALONG THE EAST LINE OF SAID LANDS, 329.05 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTH QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 89°11'53" EAST, ALONG THE NORTH LINE OF THE SOUTH QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 32.88 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°55'22" WEST, 164.02 FEET TO A POINT LYING ON THE SOUTH LINE OF THE PLAT OF EDWARD V. GALVIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 50 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°14'29" EAST, ALONG SAID SOUTH LINE OF THE PLAT OF EDWARD V. GALVIN SUBDIVISION, 855.00 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF EDWARD V. GALVIN SUBDIVISION; THENCE RUN NORTH 00°55'22" WEST, ALONG THE EAST LINE OF SAID PLAT, 144.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GRACE AVENUE; THENCE DEPARTING SAID EAST LINE, RUN NORTH 89°20'31" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GRACE AVENUE, 303.32 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PALMETTO DRIVE; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 01°01'45" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF PALMETTO DRIVE, 638.26 FEET TO A POINT ON THE NORTH LINE OF DELAND BUSINESS AND INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGE 131 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN SOUTH 89°41'49" WEST, ALONG SAID NORTH LINE OF DELAND BUSINESS AND INDUSTRIAL PARK, 316.63 FEET TO THE NORTHWEST CORNER OF SAID DELAND BUSINESS AND INDUSTRIAL PARK; THENCE RUN SOUTH 00°54'17" EAST, ALONG SAID WEST LINE OF DELAND BUSINESS AND INDUSTRIAL PARK, 668.20 FEET TO A POINT ON THE NORTH LINE OF BERMAN COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 50, PAGE 72 OF SAID PUBLIC RECORDS, AND THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN SOUTH 89°11'30" WEST, ALONG SAID NORTH LINE OF BERMAN COMMERCIAL SUBDIVISION, AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 662.06 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE RUN NORTH 00°58'16" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND THE EAST RIGHT-OF-WAY LINE OF FLOWER DRIVE, (A 25.00 FOOT RIGHT-OF-WAY), A DISTANCE OF 667.30 FEET TO A POINT LYING ON AFORESAID SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 AND THE NORTH RIGHT-OF-WAY LINE OF E. MERCERS FERNERY ROAD; THENCE RUN SOUTH 89°09'17" WEST, ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 33 AND THE NORTH RIGHT-OF-WAY LINE OF E. MERCERS FERNERY ROAD, 212.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND, LIES IN THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA, AND CONTAINS 24.509 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

(1) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST, BEING NORTH 89°09'17" EAST.

(2) —■— DENOTES A PERMANENT REFERENCE MONUMENT (P.R.M.) A SET 4" X 4" CONCRETE MONUMENT WITH A DISK STAMPED L.S. # 4044.

(3) —●— DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED L.S. # 4044.

(4) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

(5) COORDINATES VALUES SHOWN HEREON, ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE) NAD 1983 DATUM.

(6) ALL MEASUREMENTS REFER TO HORIZONTAL PLANE AND IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.37/12 = 3.280833333333$ EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS.

(7) TRACTS "I" AND "J", (RIGHT-OF-WAY DEDICATION), SHALL BE OWNED AND MAINTAINED BY THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

(8) TRACTS "B", "C", "D", AND "E", (TREE PROTECTION AREAS), SHALL BE OWNED AND MAINTAINED BY THE WOODLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.

(9) TRACT "F", (PARK), SHALL BE OWNED AND MAINTAINED BY THE WOODLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.

(10) TRACT "G", (RETENTION POND), SHALL BE OWNED AND MAINTAINED BY WOODLAND VILLAGE HOMEOWNERS ASSOCIATION, INC. WITH A DRAINAGE EASEMENT DEDICATED TO THE CITY OF DELAND.

(11) TRACT "H", (WETLAND PRESERVATION AREA), SHALL BE OWNED AND MAINTAINED BY THE WOODLAND VILLAGE HOMEOWNERS ASSOCIATION, INC.

(12) TRACT "A", (LIFT STATION), SHALL BE OWNED AND MAINTAINED BY THE CITY OF DELAND.

(13) THERE IS A 5.00 FOOT WIDE UTILITY EASEMENT ALONG ALL FRONT LOT LINES AND TRACTS, ADJACENT TO ALL INTERIOR RIGHTS-OF-WAYS.

(14) THIS PLAT IS CREATING 89 LOTS.

(15) THE 3.00 FOOT WIDE SIDEWALK EASEMENT SHOWN HEREON IS DEDICATED TO THE CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

(16) THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR WOODLAND VILLAGE WILL BE RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY AS PART OF THE PLAT PROCESS, AND SHOULD BE REVIEWED FOR INFORMATION ON ANY ADDITIONAL EASEMENTS.

NOTICE:

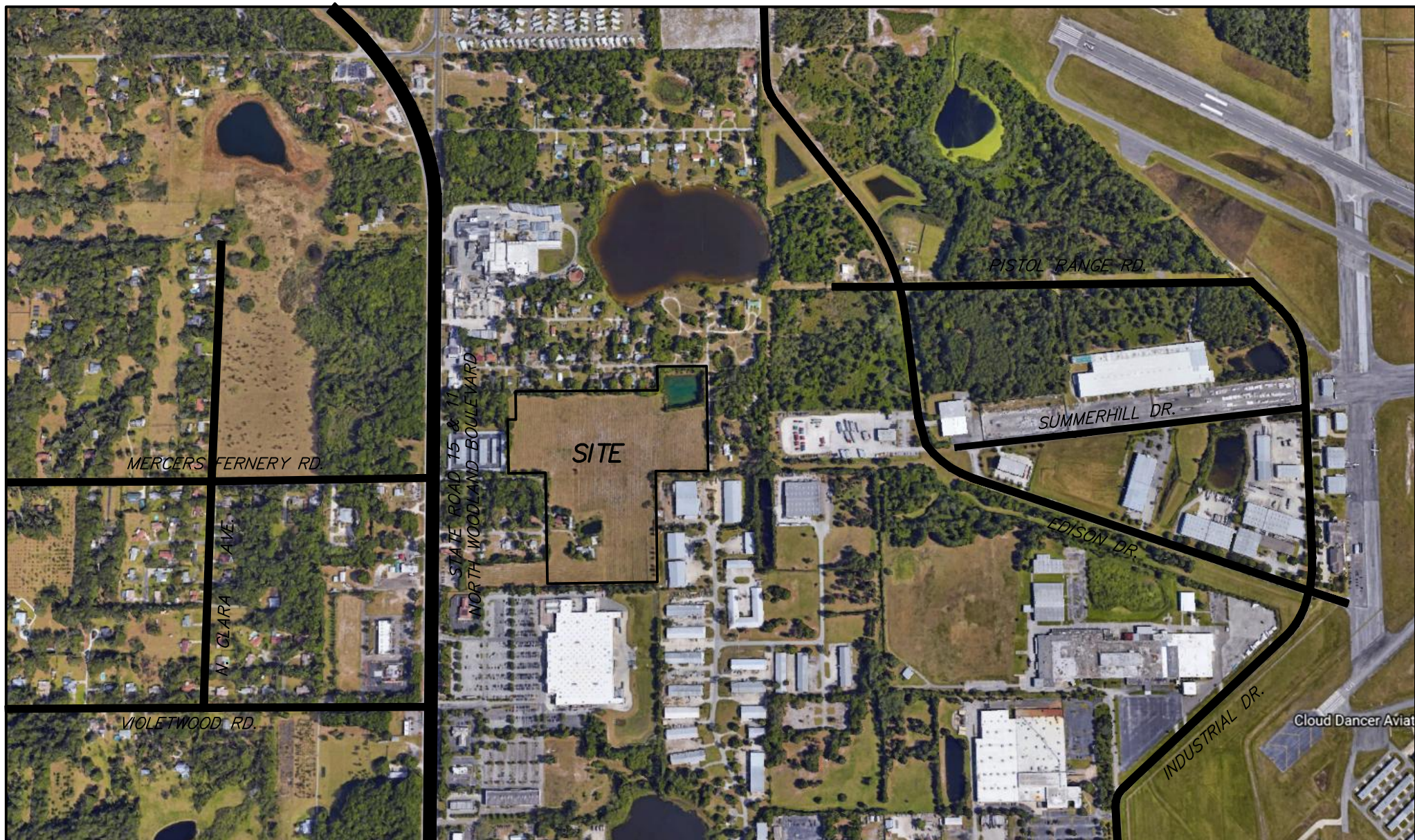
"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

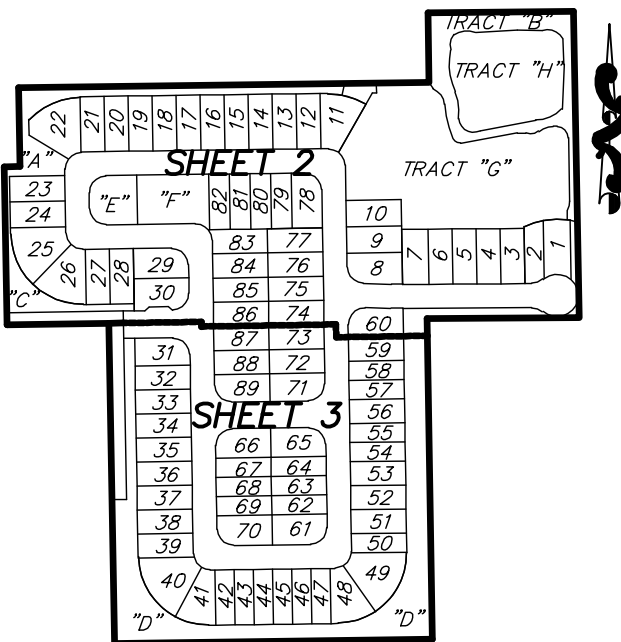


LOCATION MAP

SCALE: 1" = 800'

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - DETAIL SHEET
SHEET 3 - DETAIL SHEET



KEY SHEET

NOT TO SCALE

LEGEND

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY
O.R.B. - OFFICIAL RECORDS BOOK
(P) - PLATTED
R/W - RIGHT-OF-WAY
P.B. - PLAT BOOK
D.E. - DRAINAGE EASEMENT
PG. - PAGE(S)
N.R. - NOT RADIAL
P.I. - POINT OF INTERSECTION

■ - SET 4" X 4" CONCRETE MONUMENT W/DISK STAMPED PRM L.S. # 4044, UNLESS OTHERWISE NOTED.
● - SET NAIL AND DISK STAMPED PCP L.S. # 4044, UNLESS OTHERWISE NOTED.

CERTIFICATE OF APPROVAL BY CITY REGISTERED SURVEYOR

THIS IS TO CERTIFY, That on _____ this _____
plat was approved.

By: JEFF W. BARNES, P.S.M. NO. 5576
City Registered Surveyor

MAP BOOK: _____ PAGE: _____

WOODLAND VILLAGE DEDICATION

KNOWN ALL MEN BY THESE PRESENTS, That the limited liability company named below, being the owner in fee simple of the lands described in the attached plat, entitled WOODLAND VILLAGE, located in the City of DeLand, Volusia County, Florida, does hereby dedicate said lands and plat for the uses and purposes therein expressed and hereby dedicate and convey Tracts "I" and "J" (Right-of-way Dedication), and Tract "A" (Lift Station), in fee simple to the City of DeLand and dedicates all streets and utility easements shown or described thereon to the perpetual use of the public.

Tracts B, C, D, and E (Tree Protection Areas), Tract H, (Wetland Preservation Area), Tract F (Park) and Tract G, (Retention Pond), are hereby dedicated to the Woodland Village Homeowners Association, Inc.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on this _____ day of _____ A.D. 2021.

STARLIGHT HOMES FLORIDA L.L.C.

A FOREIGN LIMITED LIABILITY COMPANY

Signed and sealed in the
presence of:

PRINTED NAME _____

PRINTED NAME _____ BY: _____

NOTARY PUBLIC: _____
Authorized Representative

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this day of _____, 2022, by _____ as _____ Authorized Representative of STARLIGHT HOMES FLORIDA L.L.C., on behalf of the company, who [] is personally known to me or [] has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOWN ALL MEN BY THESE PRESENTS, That the undersigned being a licensed and registered land surveyor, does hereby certify that on _____, 2022 he completed the surveying of the lands as shown in the accompanying plat, that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon and complies with the requirements of Chapter 177, Florida Statutes; and that said land is located in Volusia County, Florida.

Surveyor's Signature	Date
David A. White	LS 4044
Surveyor's Name (printed)	Surveyor's Registration Number
	LB 7808
	Certificate of Authorization Number

PEC - Surveying and Mapping, LLC
2100 Alafaya Trail, Suite 203, Oviedo, Florida, 32765

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES AND OTHER IMPROVEMENTS

I hereby certify that all streets, utilities and other required improvements have been installed in an acceptable manner and according to city specifications and standards and all applicable regulations in the Woodland Village Subdivision or that a guarantee of the installation of the required improvements in a manner according to Section 33-147 has been received.

City Engineer

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

The DeLand City Commission hereby approves the Final Plat for the Woodland Village Subdivision.

Mayor, DeLand _____ Date _____
(Seal)

CERTIFICATE OF CLERK

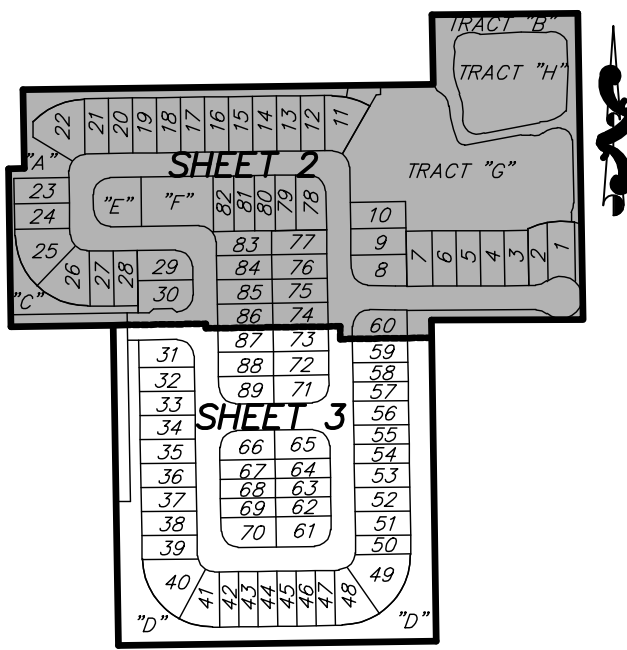
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was file for record on _____, at _____

Clerk of the Circuit Court _____ File Number _____
in and for Volusia County, Florida.

WOODLAND VILLAGE

A REPLAT
REPLATING A PORTION OF LOT 7, ALL OF LOTS 8 THROUGH 23
AND A PORTION OF WAVERLY AVENUE AND ALL OF OAK STREET
E.L. KICKLIGHTER SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 93
LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST CITY OF DELAND,
VOLUSIA COUNTY, FLORIDA

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C-1	37.00'	90°00'00"	58.12'	52.33'	N45°48'27"W
C-2	42.00'	90°00'00"	65.97'	59.40'	S45°48'27"E
C-3	42.00'	90°00'00"	65.97'	59.40'	S44°11'33"W
C-4	37.00'	90°00'00"	58.12'	52.33'	N45°48'27"W
C-7	716.35'	3°03'45"	38.29'	38.29'	S88°46'18"E
C-8	35.00'	89°42'33"	54.80'	49.37'	S44°02'49"W
C-9	35.00'	90°00'00"	54.98'	49.50'	S45°48'27"E
C-10	35.00'	90°00'00"	54.98'	49.50'	S45°48'27"E
C-11	35.00'	90°00'00"	54.98'	49.50'	S44°11'33"W
C-12	35.00'	90°00'00"	54.98'	49.50'	N45°48'27"W
C-13	35.00'	86°25'59"	52.80'	47.93'	N44°01'26"W
C-14	691.35'	3°03'45"	36.95'	36.95'	N88°46'18"E
C-15	35.00'	42°28'52"	25.95'	25.36'	S68°27'23"W
C-16	45.00'	26°24'46"	206.40'	67.51'	N01°23'10"W
C-17	35.00'	40°18'54"	24.63'	24.12'	N70°08'44"W
C-18	741.35'	3°03'45"	39.63'	39.62'	S88°46'18"E
C-19	35.00'	93°34'01"	67.16'	51.01'	N45°59'34"E
C-24	35.00'	90°00'00"	54.98'	49.50'	N45°48'27"W
C-25	35.00'	90°00'00"	54.98'	49.50'	S45°48'27"E
C-26	35.00'	90°00'00"	54.98'	49.50'	S44°11'33"W
C-27	35.00'	90°00'00"	54.98'	49.50'	S45°48'27"E
C-33	35.00'	45°00'00"	27.49'	26.79'	S68°18'27"E
C-34	35.00'	45°00'00"	27.49'	26.79'	S23°18'27"E
C-35	35.00'	37°41'46"	23.03'	22.61'	S18°02'26"W
C-36	35.00'	51°11'48"	31.27'	30.24'	S62°29'13"W
C-37	35.00'	1°06'26"	0.68'	0.68'	S88°38'20"W
C-38	35.00'	36°37'32"	22.37'	21.99'	N72°29'41"W
C-39	35.00'	53°22'28"	32.60'	31.44'	N27°29'41"W
C-40	45.00'	5°19'56"	4.19'	4.19'	S49°52'55"W
C-41	45.00'	78°13'37"	61.44'	56.78'	N88°20'18"W
C-42	45.00'	48°11'45"	37.85'	36.75'	N25°07'37"W

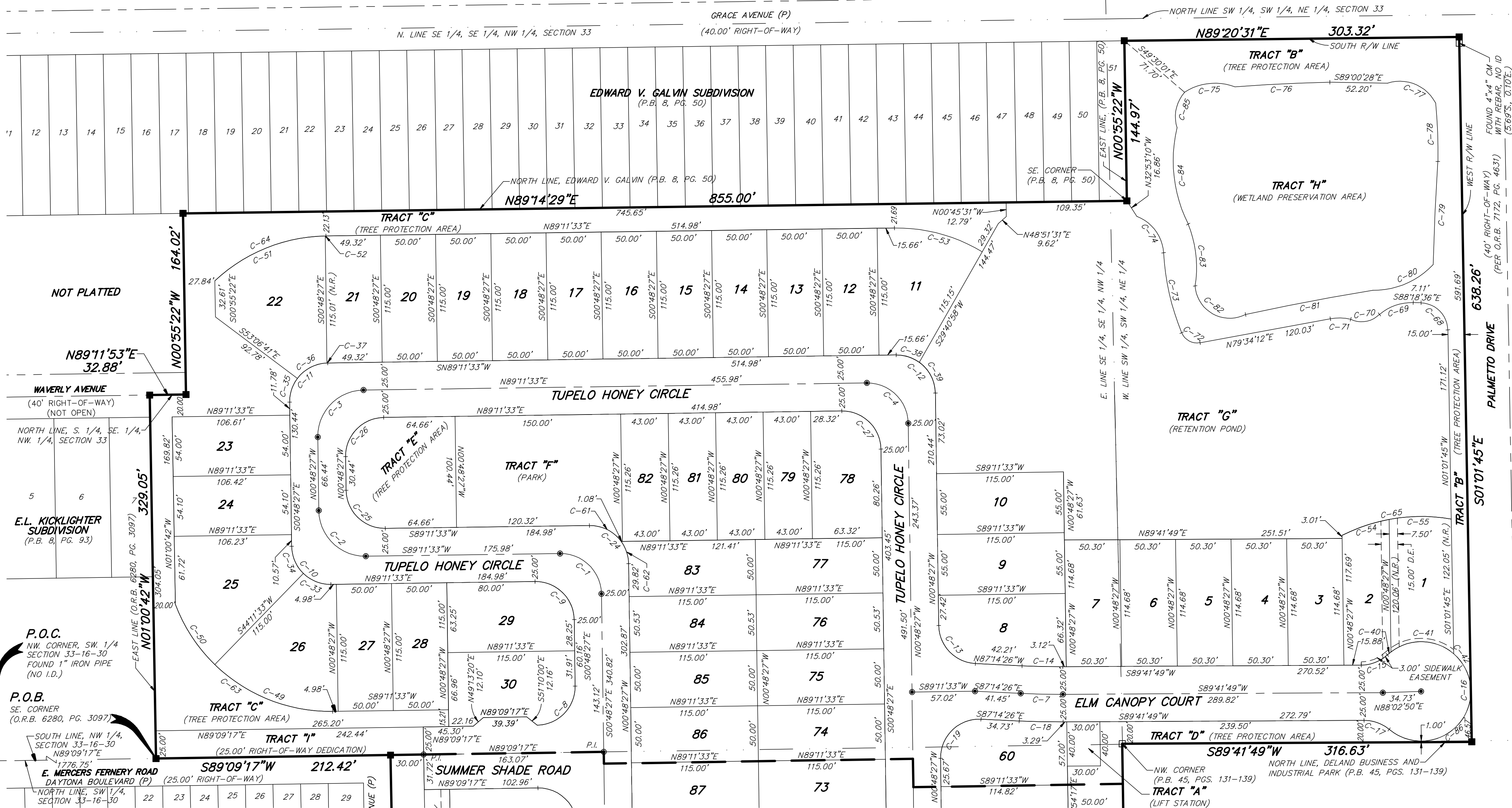


KEY SHEET
NOT TO SCALE



SCALE 1"=60'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C-49	150.00'	45°00'00"	117.81'	114.81'	N68°18'27"W
C-50	150.00'	25°03'34"	65.61'	65.08'	N33°16'40"W
C-51	150.00'	42°09'24"	110.37'	107.89'	N67°51'21"E
C-52	150.00'	01°53'30"	0.68'	0.68'	N89°03'48"E
C-53	150.00'	31°55'10"	83.57'	82.49'	S74°50'53"E
C-54	158.46'	16°20'08"	45.18'	45.03'	N71°15'58"E
C-55	158.46'	20°26'56"	56.55'	56.26'	N89°39'30"E
C-61	35.00'	54°47'05"	33.47'	32.21'	N63°24'54"W
C-62	35.00'	35°12'55"	21.51'	21.17'	N18°24'54"W
C-63	150.00'	70°03'34"	183.42'	172.20'	S55°46'40"E
C-64	150.00'	42°24'54"	111.04'	108.52'	S67°59'06"W
C-65	158.46'	36°47'04"	101.73'	99.99'	S81°29'26"W
C-68	25.00'	87°16'52"	38.08'	34.51'	N44°40'11"W
C-69	45.00'	42°14'41"	33.18'	32.43'	S70°34'03"W
C-70	22.83'	70°46'27"	28.20'	26.44'	N80°32'36"E
C-71	45.00'	23°39'17"	18.58'	18.45'	N88°36'09"W
C-72	15.00'	78°18'38"	20.50'	18.94'	S81°16'29"E
C-73	227.86'	18°44'00"	74.50'	74.17'	S12°49'10"E
C-74	37.50'	65°44'45"	43.03'	40.71'	N36°15'33"W
C-75	50.60'	54°02'30"	47.72'	45.98'	S83°57'22"W
C-76	1591.17'	3°05'59"	86.08'	86.07'	S87°10'29"W
C-77	36.31'	80°36'11"	51.08'	46.97'	N67°49'08"W
C-78	474.63'	6°24'57"	53.14'	53.11'	N02°15'22"W
C-79	2371.38'	2°15'37"	93.55'	93.54'	S02°33'45"W
C-80	73.97'	47°17'25"	61.05'	59.33'	N66°56'30"E
C-81	2431.72'	2°46'03"	117.46'	117.45'	S79°14'48"W
C-82	31.35'	113°34'33"	62.15'	52.46'	S60°26'18"E
C-83	105.32'	31°00'39"	57.01'	56.31'	N06°27'12"W
C-84	127.81'	40°04'13"	89.39'	87.57'	S06°37'18"E
C-85	33.26'	59°38'31"	34.63'	33.09'	S11°47'46"W
C-86	45.00'	131°02'27"	102.92'	81.91'	N64°29'29"E



PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

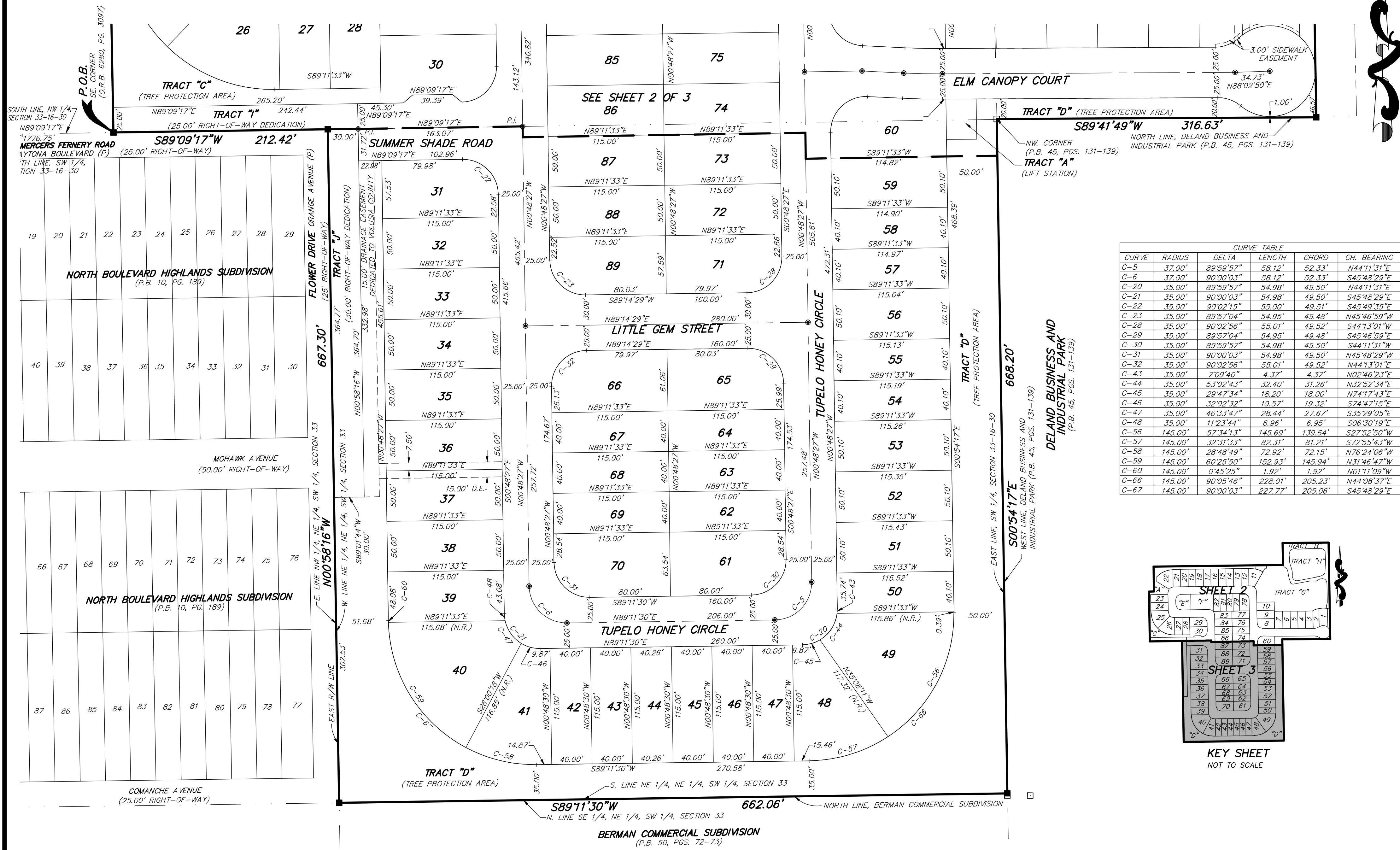
SEE SHEET 3 OF 3

WOODLAND VILLAGE

A REPLAT
REPLATING A PORTION OF LOT 7, ALL OF LOTS 8 THROUGH 23
AND A PORTION OF WAVERLY AVENUE AND ALL OF OAK STREET
E.L. KICKLIGHTER SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 93
LYING IN SECTION 33, TOWNSHIP 16 SOUTH, RANGE 30 EAST CITY OF DELAND,
VOLUSIA COUNTY, FLORIDA

SHEET 3 OF 3

MAP BOOK: — PAGE: —



CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Resolution Approving Preliminary Plat, Manchester Neighborhood PD Phase 1A.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Resolution, Staff Report Manchester PH 1A, Preliminary Plat Manchester PH 1A, Phase 1A - Final Plat (Draft), Aerial, Zoning and Location Map

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The applicant, Howard Lefkowitz, Manchester Communities, has submitted an application to develop Phase 1A of the residential portion of a mixed use development for the subject property. The subdivision is divided into Phase 1A and 1B. Phase 1A will include 95 attached, age-restricted townhome lots, an amenity/community center and a pool. The subject property is located on the west side of N. Stone St., north of W. Plymouth Ave.

Once Phase 1B is completed, the subdivision will be a combined total of 156 townhome lots. All lots in the proposed subdivision will be required to meet the minimum dimensions outlined in the Manchester PD Agreement. The dwellings will be 1-2-story buildings, of 2-4 units each. All units within 200' of the western property boundary will be limited to 1-story buildings only (maximum 28' in height). The units will be owned individually, with an association maintaining the common areas of the community, including the internal drive. The individual lots will be 100' x 40' in size. A 30-ft. landscape buffer with a 6-ft. vinyl fence will be provided between the project and the adjacent single-family lots to the west. Access will be via N. Stone St.; a secondary emergency access point will be from the property to W. Plymouth Ave. The comments contained in the staff report still need to be addressed, along with any comments from the Planning Board and any from City Commission. After complying with the comments, the developer will be allowed to begin construction of the infrastructure.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the preliminary plat for Phase 1A, subject to addressing Staff, Planning Board and any Commission comments.

BACKGROUND/DISCUSSION:

The following remaining comments still need to be addressed:

Forestry Dept. remaining comments:

1. Insufficient Landscape Data has been provided for review.
2. Please provide Mitigation and Maintenance Plan Referenced on this page.
3. Minimum coverage is calculated by inches DBH. If your site is 12.16 acres, you would need $((12.16 \text{ ac} \times 43,560 \text{ sf/ac})/2,500) \times 6 = 1,271"$ DBH total on site to meet minimum coverage requirements. I'm not sure were 423 DBH and 220 come from on your plan.
4. Please label as Tree Protection Area to be consistent with Code Language.
5. Please rename Tree Protection Area to be consistent with Code Language.
6. Remove the letter e from the end of deficit.
7. Our Code does not allow for Statistical Surveys. If you have not obtained approval to do this in your PD, remove reference to statistical surveys and provide actual data.
8. What measures are you proposing to preserve the 24" DBH Live Oak located between two buildings and adjacent to a sidewalk? That's not a lot of space for a tree that size. Depending on the date and accuracy of your survey, the tree may be historic.
9. Is this number or DBH? Either way, it doesn't match what is shown on the landscape plan
10. Please provide Tree Worksheets for the project
11. Items marked as *.33 or 30% Mitigation Requirement are actually one third DBH required. Divide these numbers by 3
 - 104/3 should be 35" DBH
 - 475/3 should be 158" DBH
12. These numbers will need to be updated when your tree survey and landscape plans are revised.
13. The majority of your landscape plan consists of Crape Myrtles as shown on Sheets LA2 and LA3. I'm not sure where the 223 oaks are; I couldn't find them on the landscape plan.
14. Sheet LA 2 has 3 magnolia and Sheet LA3 has 2. Where did the 40 trees come from?
15. Your landscape plan lists these species in caliper, which is not the same as DBH. A 3.5" caliper tree would receive 2.5" DBH credit, and a 4.5" caliper would receive 3.5" DBH credit, etc.
16. One tree times 0.71 acres plot would be 0.71 trees which would round back to 1, not zero. Also, where did the 20 come from?
17. Label this section as Southern Calculations and provide actual data.
18. I think that you carried over numbers from another plan. Check your formulas under each protected tree replacement calculation on the left side of the page.
19. Please run orange fence around all areas designated as "Natural Preservation Area" if you don't want to have to wrap each individual tree. Label these areas as Tree Protection Area if they will be used to meet this requirement.
20. Add label for T.P.A. or spell it out as a Tree Protection Area. Add note indicating that orange fencing will be placed around TPA.

At their January 19, 2022 meeting, the Planning Board recommended approval of the preliminary plat, with the following recommendations. The applicant submitted a revised development plan to address the comments from the Planning Board. How each comment was addressed by the revised development plan is shown in parentheses.

Planning Board Comments January 19, 2022:

1. Ensure lot dimensions are consistent with the PD; (awaiting applicant's response to comments)
2. Provide sidewalk access along access road; (awaiting applicant's response to comments)

Verify utility connections are to be either private or public. (awaiting applicant's response to comments)

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE PRELIMINARY SUBDIVISION PLAT FOR MANCHESTER NEIGHBORHOOD PD, PHASE 1A, LOCATED ON THE WEST SIDE OF NORTH STONE STREET, NORTH OF WEST PLYMOUTH AVENUE; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Howard Lefkowitz, of Manchester Communities, has submitted a proper and complete application under Chapter 33, Article 13 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for approval of a preliminary subdivision plat for Manchester Neighborhood PD, Phase 1A, located on the west side of north Stone Street, north of west Plymouth Avenue; and

WHEREAS, the applicant intends to develop Phase 1A, which will include 95 attached, age-restricted townhomes, lots, an amenity/community center, and a pool; and

WHEREAS, on January 19, 2022, the Planning Board recommended approval of the Preliminary Plat with conditions.

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

Section 1. The City Commission hereby approves the preliminary subdivision plat for Manchester Neighborhood PD, Phase 1A, located on the west side of north Stone Street, north of west Plymouth Avenue, on the following conditions:

Forestry Department comments:

1. Insufficient Landscape Data has been provided for review.
2. The applicant shall provide Mitigation and Maintenance Plan Referenced on this page.
3. Minimum coverage is calculated by inches DBH. If the site is 12.16 acres, the applicant would need $((12.16 \text{ ac} \times 43,560 \text{ sf/ac}) / 2,500) \times 6 = 1,271"$ DBH total on site to meet minimum coverage requirements. The applicant shall explain the 423 DBH and 220 on the plan.
4. The applicant shall label as Tree Protection Area to be consistent with Code Language.
5. The applicant shall remove the letter “e” from the end of deficit.
6. The City of DeLand’s Code does not allow for Statistical Surveys. If the applicant has not obtained approval to do this on their PD, then the applicant remove reference to statistical surveys and provide actual data.
7. The applicant shall explain the measures they are proposing to preserve the 24" DBH Live Oak located between two buildings and adjacent to a sidewalk? Depending on the date and accuracy of your survey, the tree may be historic.
8. Numbers shown as DBH need to be consistent between plans and landscape plan.
9. The applicant shall provide Tree Worksheets for the project
10. Items marked as *.33 or 30% Mitigation Requirement are actually one third DBH required. Divide these numbers by 3; 104/3 should be 35" DBH; 475/3 should be 158" DBH.
11. The applicant shall update the numbers when the tree survey and landscape plans are revised.

12. The majority of the landscape plan consists of Crape Myrtles as shown on Sheets LA2 and LA3. The applicant shall indicate where the 223 oaks are located on the landscape plan.
13. Sheet LA 2 has 3 magnolia and Sheet LA3 has 2. The applicant shall explain where did the 40 trees come from.
14. The landscape plan lists these species in caliper, which is not the same as DBH. A 3.5" caliper tree would receive 2.5" DBH credit, and a 4.5" caliper would receive 3.5" DBH credit, etc.
15. One tree times 0.71 acres plot would be 0.71 trees which would round back to 1, not zero. The applicant shall explain where did the 20 come from?
16. The applicant shall label this section as Southern Calculations and provide actual data.
17. The applicant shall check the formulas under each protected tree replacement calculation on the left side of the page.
18. The applicant shall run orange fence around all areas designated as "Natural Preservation Area"; if you don't want to have to wrap each individual tree. Label these areas as Tree Protection Area if they will be used to meet this requirement.
19. The applicant shall add label for T.P.A. or spell it out as a Tree Protection Area and add a note indicating that orange fencing will be placed around T.P.A.

Planning Board Comments:

1. Ensure lot dimensions are consistent with the Planned Development (PD)
2. Provide sidewalk access along access road.
3. Verify utility connections are to be either private or public.

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

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

PASSED AND DULY ADOPTED this 21st day of February, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

PLANNING STAFF REPORT
To
PLANNING BOARD

January 19, 2022

APPLICATION: PSB21-152

SUBJECT: Preliminary Plat for Manchester Phase 1A

1. Location: West side of N. Stone St., north of W. Plymouth Ave.

2. Applicant: Howard Lefkowitz, Manchester Communities

3. Size: +/- 12.16 acres

4. Existing Zoning & Land Use:
Land Use: Low Density Residential
Zoning: Manchester PD
Overlay: Community Health Overlay

5. Surrounding Conditions:

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: Urban Low Intensity	VC: A-3&M; VC: A-3
South:	VC: Commercial	VC: B-1&M
East:	Mixed-Office Residential	VC: P-1&M
West:	Low Density Residential; Mixed-Office Residential	Cascades PD; C-1

6. Applicable Regulations:
Sec. 33-146.05. *Subdivision of Land.*
Manchester Planned Development Agreement

7. Physical Characteristics:
The subject property is located on the west side of N. Stone St., north of W. Plymouth Ave. The north side of the property is sparsely wooded, and the south side of the property is heavily wooded with mature trees. The property lies outside of the 100-year floodplain and is clear of any wetlands.

8. Public Utilities and Service:

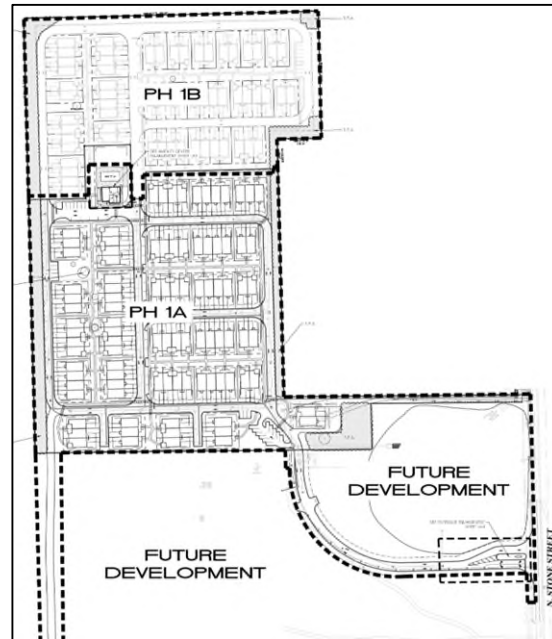
Water: The proposed development will be served by City potable water facilities.

Sewer: The proposed development will be served by City sanitary sewer facilities.

Irrigation: The proposed development will be served by City reclaimed water facilities.

9. Type of Development:

The proposed development is bordered by The Cascades residential PD to the west; transitional agriculture zoning to the north; assisted living & nursing facilities to the east; and medical uses to the south. The limits of the development were annexed into the City on July 26, 2006. (Ord. #2006-45) On April 23, 2021, the City Commission voted to approve a rezone for the subject property from the previously defunct Scarlet PD to the current Manchester PD (Ord. #2021-11). The northern 19.48 acres of the Manchester PD will be developed as residential townhomes. The southern 19.02 acres of the Manchester PD is labeled as “Future Tract” on the development plan. The Future Tract will allow for either additional residential units to be developed in a similar manner or for medical-support type uses, in-line with those listed and promoted by the Community Health Overlay (such as professional offices, clinics, nursing facilities, light retail, food services, etc.).



The applicant seeks to develop Phase 1A of the residential portion of the subject property. Phase 1A will include 95 attached, age-restricted townhome lots, an amenity/community center and a pool.

10. Analysis:

The residential portion will be gated-off from the rest of the development (future tract).

The future tract will allow for either additional residential units or for medical-support type uses, in-line with those listed and promoted by the Community Health Overlay (such as professional offices, clinics, nursing facilities, light retail, food services, etc.) Shared access for both sections of the PD will be off of S. Stone St., with a proposed emergency access-only drive (for the time-being) down to W. Plymouth Ave. Internal roadways will be private.

The total acreage of Phase 1A and Phase 1B equals to 19.48 acres. The code requires a minimum tree protection area of 15%. Therefore, the TPA must total at least 2.9 acres (15%). The applicant is splitting the 2.9 acres of total TPA amongst both phases, with Phase 1A providing 1 acre of TPA and Phase 1B providing 2 acres of TPA, providing a total of 3 acres of TPA in all (approximately 15.4% TPA).

The proposed plat is consistent with the adopted PD agreement, concept plan, and applicable land development regulations.

At the December 16, 2021 Technical Review Committee meeting, members recommended the Preliminary Plat be forwarded on to the Planning Board, subject to the addressing of Staff comments. The following Staff comments remain:

Forestry Revised Comments:

1. Insufficient Landscape Data has been provided for review.
2. Please provide Mitigation and Maintenance Plan Referenced on this page.
3. Minimum coverage is calculated by inches DBH. If your site is 12.16 acres, you would need $((12.16 \text{ ac} \times 43,560 \text{ sf/ac}) / 2,500) \times 6 = 1,271"$ DBH total on site to meet minimum coverage requirements. I'm not sure where 423 DBH and 220 come from on your plan.
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Recommendation:

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

L:\COMMDEV\PLANNING\SR\2021\SR-PSB21-152 Manchester 1A Preliminary Plat

MANCHESTER NEIGHBORHOOD PHASE 1A

CITY OF DELAND - VOLUSIA, COUNTY, FL
FINAL ENGINEERING PLANS



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	DESCRIPTION
1	11/11/2014	PRELIMINARY PLANS
2	11/11/2014	REVISED PER CITY COMMENTS
3	11/11/2014	REVISED PER CITY COMMENTS
4	11/11/2014	REVISED PER CITY COMMENTS
5	11/11/2014	REVISED PER CITY COMMENTS
6	11/11/2014	REVISED PER CITY COMMENTS
7	11/11/2014	REVISED PER CITY COMMENTS
8	11/11/2014	REVISED PER CITY COMMENTS
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99	11/11/2014	REVISED PER CITY COMMENTS
100	11/11/2014	REVISED PER CITY COMMENTS

MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
COVER SHEET

PROJECT NO. 201914
DESIGNED BY: HJMA
DRAWN BY: JML
CHECKED BY: RMH
CITY OF DELAND, FLORIDA
DATE: 11/11/2014

MANDATORY PRE-CONSTRUCTION MEETING NOTE:
NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.

DATE: 11/11/2014
BY: HJMA
FOR: CITY OF DELAND, FLORIDA
SHEET: C1 OF 36

DEVELOPER:
MANCHESTER COMMUNITIES, LLC
300 INTERCHANGE BLVD, SUITE D
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 673-5650
FAX NUMBER:
CONTACT PERSON: HOWARD LEFKOWITZ
e-mail: hlefkowitz@manchestercommunities.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 PERSON: HALUK KILIC, P.E.
e-mail: hkilic@zevcohen.com

SURVEYOR:
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE NUMBER: (386) 761-5385
FAX NUMBER: N/A
CONTACT PERSON: JOE ZAPERT, P.L.S.
e-mail: jzapert@sligerassociates.com

GEOTECHNICAL ENGINEER:
UNIVERSAL ENGINEERING SCIENCES, INC.
911 BEVILLE ROAD
SOUTH DAYTONA, FL 32119
PHONE NUMBER: (386) 756-1105
FAX NUMBER: (386) 760-4067
CONTACT PERSON: MICHAEL MOHNEY
e-mail: mmohney@universalengineering.com

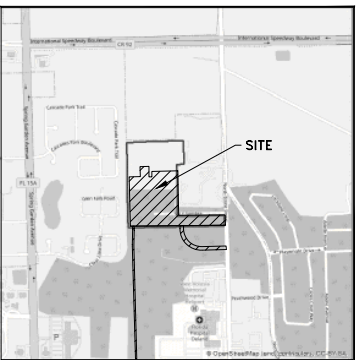
LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:
THIS PROJECT INCLUDES PHASE 1A CONSTRUCTION OF 95 SENIOR RESIDENTIAL TOWNHOME UNITS, AMENITY CENTER AND POOL, ALONG WITH ACCESS ROADS, DRIVEWAYS, DRAINAGE CONTROL, AND UTILITIES.

SITE INFORMATION:	
SITE ADDRESS:	801 SOL Y SOMIRRA, DELAND, FL 32720
TOTAL PD AREA:	38.5 AC
PROPOSED PROJECT AREA:	12.16 AC
TAX PARCEL, L.D. #:	700500000076, 700500000086, 700500000078
EXISTING ZONING:	PLANNED DEVELOPMENT (PD) (COMMUNITY HEALTH OVERLAY)
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD) (COMMUNITY HEALTH OVERLAY)
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	SENIOR RESIDENTIAL (TOWNHOMES)
EXISTING FUTURE LAND USE:	LOW DENSITY RESIDENTIAL (LDR)
UNIT/LOT COUNT:	95
MIN. LOT AREA:	1000 SF
MIN. LOT WIDTH:	25 FT
UNIT/LOT DENSITY:	8.0 DU/ PER ACRE
SETBACKS:	
FRONT:	15 FT
SIDE:	5 FT
REAR:	10 FT
BUILDING SEPARATION SIDE TO SIDE:	15 FT
BUILDING SEPARATION FRONT TO FRONT:	40 FT
REQUIRED LANDSCAPE BUFFER(S):	30 FT - ALONG WEST PROPERTY LINE (EXISTING RESIDENTIAL) 20 FT - ALONG NORTH AND EAST PROPERTY LINE
MINIMUM LIVING AREA:	600 SF
MAXIMUM BUILDING LOT COVERAGE:	65%
MAXIMUM BUILDING HEIGHT:	35 FT OR 28' FOR UNITS WITHIN 200' OF WESTERN BOUNDARY.
UTILITIES:	PROVIDED BY CITY OF DELAND

LAND USE TABLE:		
	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	0 AC	0%
UPLAND AREA	12.16 AC	100%
PROPOSED IMPROVEMENTS:		
BUILDING(S)	3.38 AC	27.80%
PAVEMENT & SIDEWALK	3.55 AC	28.19%
POND AREA(S)	2.84 AC	23.36%
LANDSCAPE/OPEN SPACE	2.39 AC	19.65%
TOTAL PAVEMENT	5.23 AC	43.01%
TOTAL IMPERVIOUS	6.93 AC	56.99%

PARKING CALCULATIONS:			
USE	PARKING REQUIREMENT	SF/UNITS	SPACES REQUIRED
SENIOR (TOWNHOMES)	(SEE ABOVE)	95 UNITS	
		TOTAL =	
PARKING SPACES PROVIDED:	(COVERED SPACES PHASE 1A)	95	
	OTHERS PHASE 1A (90°, 60° AND PARALLEL)	42	
TOTAL PARKING PROVIDED PHASE 1A:		137	
NOTE: 8 ADDITIONAL SPACES TO BE PROVIDED IN AMENITY AREA.			

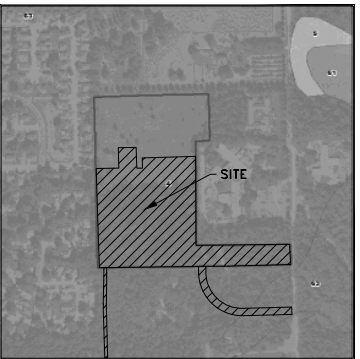


VICINITY MAP
SCALE: 1" = 800'



ZONING MAP
SCALE: 1" = 400'

CURRENT ZONING FOR THIS SITE IS: PD



SOILS MAP
SCALE: 1" = 400'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
4 ASTATULA-FINE SAND, 0 TO 8 PERCENT SLOPES; 5 ASTATULA-FINE SAND, 8 TO 17 PERCENT SLOPES; 6T - ST. JOHN FINE SAND; 63 - TAWNEES FINE SAND, 0 TO 5 PERCENT SLOPES



FLOOD ZONE MAP
SCALE: 1" = 400'

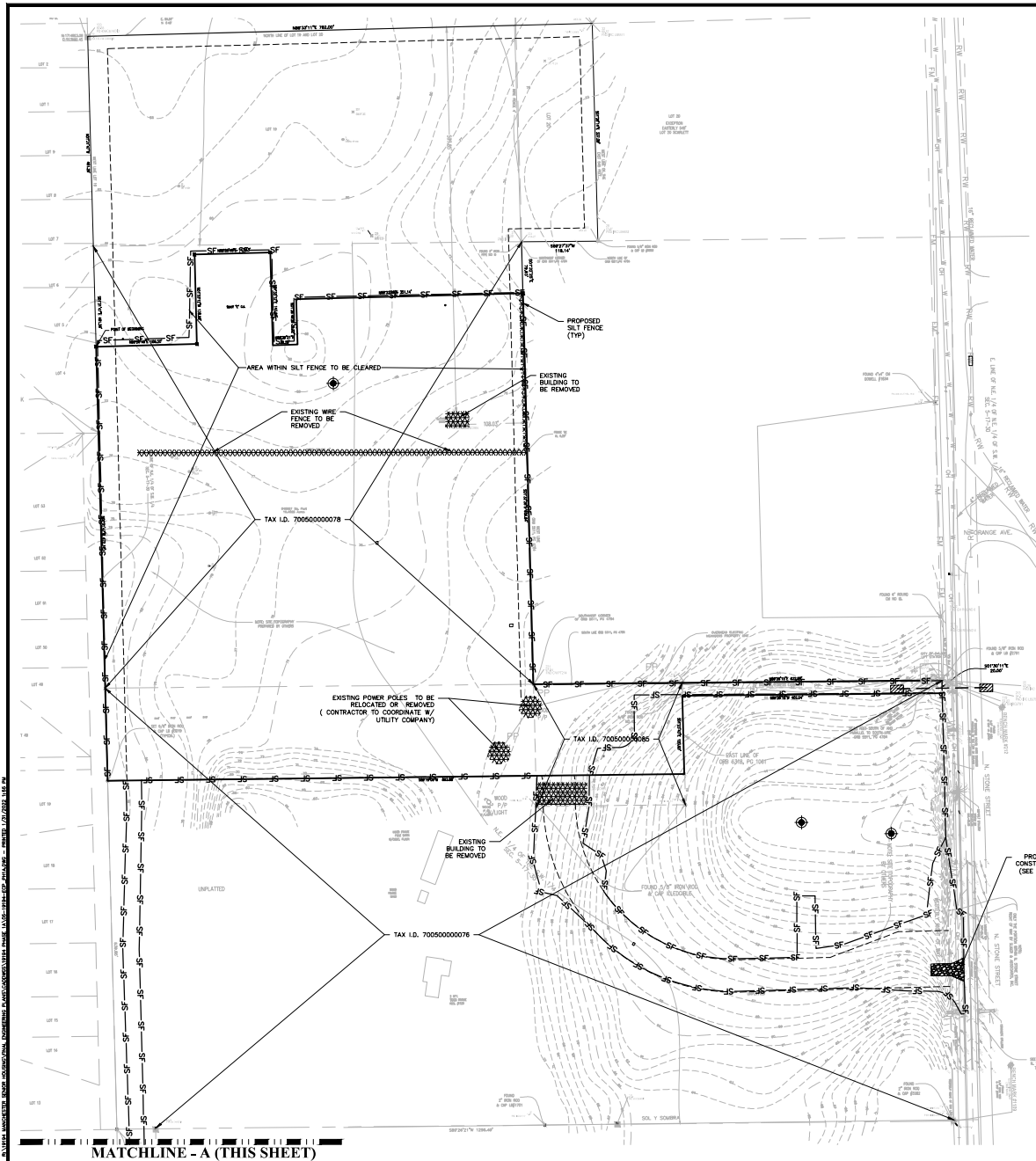
THE PROPERTY LIES IN:
FLOOD ZONE X PER FEMA MAPS 12127C0465H EFF. 2/19/2014

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

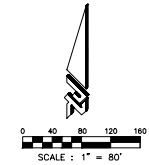
SANITARY SEWER CONSTRUCTION & DESIGN STANDARDS TESTING REQUIREMENTS

- THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AT ALL ONE FOOT INTERVALS. GRAIN SHALL BE COMPLETED TO THE MINIMUM FREQUENCY OF ONE SET OF TESTS EACH 300 FOOT LENGTH OF PIPE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. TEST RESULTS SHALL BE CLEARLY MARKED ON THE TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
- TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CITY. THE CITY CONTRACTOR SHALL PROVIDE A MINIMUM OF ONE SET OF TESTS EACH 300 FOOT LENGTH OF PIPE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. TEST RESULTS SHALL BE CLEARLY MARKED ON THE TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
- THE CITY OF DELAND RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM VACUUM TESTS AT ALL PROPOSED SEWER FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE CITY'S DESIGNATED SITE INSPECTOR AT LEAST 3 BUSINESS DAYS PRIOR TO COMMENCING ANY WORK. THE CITY CONTRACTOR SHALL PROVIDE A MINIMUM OF ONE SET OF TESTS EACH 300 FOOT LENGTH OF PIPE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. TEST RESULTS SHALL BE CLEARLY MARKED ON THE TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
- SANITARY SEWER FORCE MAINS SHALL BE PRESSURE TESTED TO 150 PSI FOR 2 HOURS WITH ALLOWABLE LEAKAGE BASED ON THE TABLE BELOW.

ALLOWABLE LEAKAGE PER 1000 FT. OF PIPELINE - CPH																	
AVERAGE TEST PRESSURE (PSI)		NOMINAL PIPE DIAMETER - INCHES														AVERAGE TEST PRESSURE (PSI)	
PRELIMINARY	4	6	8	10	12	14	16	20	24	30	36	42	48	54	60	64	PRELIMINARY
400	0.45	0.60	0.80	1.00	1.20	1.40	1.60	2.00	2.40	3.00	3.60	4.20	4.80	5.40	6.00	6.4	100
450	0.50	0.67	0.89	1.12	1.35	1.58	1.81	2.25	2.70	3.38	4.05	4.72	5.40	6.08	6.76	7.04	150
500	0.55	0.75	1.00	1.25	1.50	1.75	2.00	2.50	3.00	3.75	4.50	5.25	6.00	6.75	7.50	7.75	200
550	0.60	0.83	1.10	1.38	1.66	1.94	2.22	2.78	3.33	4.17	5.00	5.83	6.67	7.50	8.33	8.57	250
600	0.65	0.90	1.20	1.50	1.80	2.10	2.40	3.00	3.60	4.50	5.40	6.30	7.20	8.10	9.00	9.23	300
650	0.70	0.98	1.30	1.63	1.96	2.28	2.60	3.25	3.90	4.88	5.86	6.84	7.82	8.80	9.78	10.00	350
700	0.75	1.05	1.40	1.75	2.10	2.45	2.80	3.50	4.20	5.25	6.30	7.35	8.40	9.45	10.50	10.71	400
750	0.80	1.12	1.50	1.88	2.25	2.62	3.00	3.75	4.50	5.63	6.75	7.88	8.99	10.11	11.23	11.43	450
800	0.85	1.20	1.60	2.00	2.40	2.80	3.20	4.00	4.80	6.00	7.20	8.40	9.60	10.80	12.00	12.19	500
850	0.90	1.28	1.70	2.13	2.55	2.96	3.38	4.25	5.10	6.38	7.75	9.12	10.50	11.88	13.25	13.43	550
900	0.95	1.36	1.80	2.25	2.70	3.12	3.54	4.40	5.25	6.50	7.88	9.25	10.63	12.00	13.38	13.56	600
950	1.00	1.44	1.90	2.38	2.85	3.28	3.70	4.60	5.45	6.75	8.13	9.50	10.88	12.25	13.63	13.81	650
1000	1.05	1.52	2.00	2.50	3.00	3.42	3.84	4.80	5.65	7.00	8.38	9.75	11.13	12.50	13.88	14.06	700
1050	1.10	1.60	2.10	2.63	3.15	3.58	4.00	5.00	5.85	7.25	8.63	10.00	11.38	12.75	14.13	14.31	750
1100	1.15	1.68	2.20	2.75	3.30	3.72	4.14	5.20	6.05	7.50	8.88	10.25	11.63	13.00	14.38	14.56	800
1150	1.20	1.76	2.30	2.88	3.45	3.84	4.26	5.40	6.25	7.75	9.13	10.50	11.88	13.25	14.63	14.81	850
1200	1.25	1.84	2.40	3.00	3.60	3.96	4.38	5.60	6.45	8.00	9.38	10.75	12.13	13.50	14.70	14.89	900
1250	1.30	1.92	2.50	3.13	3.75	4.08	4.50	5.80	6.65	8.25	9.63	11.00	12.38	13.75	14.78	14.96	950
1300	1.35	2.00	2.60	3.25	3.90	4.20	4.62	6.00	6.85	8.50	9.88	11.25	12.63	14.00	14.87	15.03	1000
1350	1.40	2.08	2.70	3.38	4.05	4.32	4.74	6.20	7.05	8.75	10.13	11.50	12.88	14.25	14.98	15.09	1050
1400	1.45	2.16	2.80	3.50	4.20	4.44	4.86	6.40	7.25	9.00	10.38	11.75	13.13	14.50	15.09	15.15	1100
1450	1.50	2.24	2.90	3.63	4.35	4.56	4.98	6.60	7.45	9.25	10.58	11.90	13.38	14.63	15.19	15.21	1150
1500	1.55	2.32	3.00	3.75	4.50	4.68	5.10	6.80	7.65	9.50	10.78	12.13	13.63	14.75	15.29	15.27	1200
1550	1.60	2.40	3.10	3.88	4.65	4.80	5.22	7.00	7.85	9.75	10.98	12.38	13.88	14.88	15.38	15.33	1250
1600	1.65	2.48	3.20	4.00	4.80	4.92	5.34	7.20	8.05	10.00	11.18	12.63	14.13	15.00	15.48	15.39	1300
1650	1.70	2.56	3.30	4.13	4.95	5.04	5.46	7.40	8.25	10.25	11.38	12.88	14.38	15.13	15.58	15.45	1350
1700	1.75	2.64	3.40	4.25	5.10	5.16	5.58	7.60	8.45	10.50	11.58	13.13	14.63	15.25	15.68	15.51	1400
1750	1.80	2.72	3.50	4.38	5.25	5.28	5.70	7.80	8.65	10.75	11.78	13.38	14.88	15.38	15.78	15.57	1450
1800	1.85	2.80	3.60	4.50	5.40	5.40	5.82	8.00	8.85	11.00	11.98	13.63	15.13	15.50	15.88	15.63	1500
1850	1.90	2.88	3.70	4.63	5.55	5.52	5.94	8.20	9.05	11.25	12.18	13.88	15.38	15.63	15.98	15.69	1550
1900	1.95	2.96	3.80	4.75	5.70	5.64	6.06	8.40	9.25	11.50	12.38	14.13	15.63	15.75	16.08	15.75	1600
1950	2.00	3.04	3.90	4.88	5.85	5.76	6.18	8.60	9.45	11.75	12.58	14.38	15.88	15.88	16.18	15.81	1650
2000	2.05	3.12	4.00	5.00	6.00	5.88	6.30	8.80	9.65	12.00	12.78	14.63	16.13	16.00	16.28	15.87	1700
2050	2.10	3.20	4.10	5.13	6.15	6.00	6.42	9.00	9.85	12.25	12.98	14.88	16.38	16.13	16.38	15.93	1750
2100	2.15	3.28	4.20	5.25	6.30	6.12	6.54	9.20	10.05	12.50	13.18	15.13	16.63	16.25	16.48	16.00	1800
2150	2.20	3.36	4.30	5.38	6.45	6.24	6.66	9.40	10.25	12.75	13.38	15.38	16.88	16.38	16.58	16.06	1850
2200	2.25	3.44	4.40	5.50	6.60	6.36	6.78	9.60	10.45	13.00	13.58	15.63	17.13	16.50	16.68	16.13	1900
2250	2.30	3.52	4.50	5.63	6.75	6.48	6.90	9.80	10.65	13.25	13.78	15.88	17.38	16.63	16.78	16.19	1950
2300	2.35	3.60	4.60	5.75	6.90	6.60	7.02	10.00	10.85	13.50	13.98	16.13	17.63	16.75	16.88	16.25	2000
2350	2.40	3.68	4.70	5.88	7.05	6.72	7.14	10.20	11.05	13.75	14.18	16.38	17.88	16.88	16.98	16.31	2050
2400	2.45	3.76	4.80	6.00	7.20	6.84	7.26	10.40	11.25	14.00	14.38	16.63	18.13	16.90	17.08	16.37	2100
2450	2.50	3.84	4.90	6.13	7.35	6.96	7.38	10.60	11.45	14.25	14.58	16.88	18.38	17.00	17.18	16.43	2150
2500	2.55	3.92	5.00	6.25	7.50	7.08	7.50	10.80	11.65	14.50	14.78	17.13	18.63	17.13	17.28	16.49	2200
2550	2.60	4.00	5.10	6.38	7.65	7.20	7.62	11.00	11.85	14.75	14.98	17.38	18.88	17.25	17.38	16.55	2250
2600	2.65	4.08	5.20	6.50	7.80	7.32	7.74	11.20	12.05	15.00	15.18	17.63	19.13	17.38	17.48	16.61	2300
2650	2.70	4.16	5.30	6.63	7.95	7.44	7.86	11.40	12.25	15.25	15.38	17.88	19.38	17.50	17.58	16.67	2350
2700	2.75	4.24	5.40	6.75	8.10	7.56	7.98	11.60	12.45	15.50	15.58	18.13	19.63	17.63	17.68	16.73	2400
2750	2.80	4.32	5.50	6.88	8.25	7.68	8.10	11.80	12.65	15.75	15.78	18.38	19.88	17.75	17.78	16.79	2450
2800	2.85	4.40	5.60	7.00	8.40	7.80	8.22	12.00	12.85	16.00	15.98	18.63	20.13	17.88	17.88	16.85	2500
2850	2.90	4.48	5.70	7.13	8.55	7.92	8.34	12.20	13.05	16.25	16.18	18.88	20.38	17.90	17.98	16.91	2550
2900	2.95	4.56	5.80	7.25	8.70	8.04	8.46	12.40	13.25	16.50	16.38	19.13	20.63	18.00	18.08	16.97	2600
2950	3.00	4.64	5.90	7.38	8.85	8.16	8.58	12.60	13.45	16.75	16.58	19.38	20.88	18.13	18.18	17.03	2650
3000	3.05	4.72	6.00	7.50	9.00	8.28	8.70	12.80	13.65	17.00	16.78	19.63	21.13	18.25	18.28	17.09	2700
3050	3.10	4.80	6.10	7.63	9.15	8.40	8.82	13.00	13.85	17.25	16.98	19.88	21.38	18.38	18.38	17.15	2750
3100	3.15	4.88	6.20	7.75	9.30	8.52	8.94	13.20	14.05	17.50	17.18	20.13	21.63	18.50	18.48	17.21	2800
3150	3.20	4.96	6.30	7.88	9.45	8.64	9.06	13.40	14.25	17.75	17.38	20.38	21.88	18.63	18.58	17.27	2850
3200	3.25	5.04	6.40	8.00	9.60	8.76	9.18	13.60	14.45	18.00	17.58	20.63	22.13	18.75	18.68	17.33	2900
3250	3.30	5.12	6.50	8.13	9.75	8.88	9.30	13.80	14.65	18.25	17.78	20.88	22.38	18.88	18.78	17.39	2950
3300	3.35	5.20	6.60	8.25	9.90	9.00	9.42	14.00	14.85	18.50	17.98	21.13	22.63	19.00	18.88	17.45	3000
3350	3.40	5.28	6.70	8.38	10.05	9.12	9.54	14.20	15.05	18.75	18.18	21.38	22.88	19.13	18.98	17.51	3050
3400	3.45	5.36	6.80	8.50	10.20	9.24	9.66	14.40	15.25	19.00	18.38	21.63	23.13	19.25	19.08	17.57	3100
3450	3.50	5.44	6.90	8.63	10.35	9.36	9.78	14.60	15.45	19.25	18.58	21.88	23.38	19.38	19.18	17.63	3150
3500	3.55	5.52	7.00	8.75	10.50	9.48	9.90	14.80	15.65	19.50	18.78	22.13	23.63	19.50	19.28	17.69	3200
3550	3.60	5.60	7.10	8.88	10.65	9.60	10.02	15.00	15.85	19.75	18.98	22.38	23.88	19.63	19.38	17.75	3250
3600	3.65	5.68	7.20	9.00	10.80	9.72	10.14	15.20	16.05	20.00	19.18	22.63	24.13	19.75	19.48	17.81	3300
3650	3.70	5.76	7.30	9.13	10.95	9.84	10.26	15.40	16.25	20.25	19.38	22.88	24.38	19.88	19.58	17.87	3350
3700	3.75	5.84	7.40	9.25	11.10	9.96	10.38	15.60	16.45	20.50	19.58	23.13	24.63	20.00	19.68	17.93	3400
3750	3.80	5.92	7.50	9.38	11.25	10.08	10.50	15.80	16.65	20.75	19.78	23.38	24.88	20.13	19.78	17.99	3450
3800	3.85	6.00	7.60	9.50	11.40	10.20	10.62	16.00	16.85	21.00	19.98	23.63	25.13	20.25	19.88	18.05	3500
3850	3.90	6.08	7.70	9.63	11.55	10.32	10.74	16.20	17.05	21.25	20.18	23.88	25.38	20.38	19.98	18.11	3550
3900	3.95	6.16	7.80	9.75	11.70	10.44	10.86										



MATCHLINE - A (THIS SHEET)



LEGEND:

- SF — PROPOSED SILT FENCE
- X — PROPOSED TEMPORARY CONSTRUCTION FENCE
- SOIL BORING LOCATION (REFER TO GEOTECHNICAL REPORT)
- [Hatched Box] PROPOSED DEMOLITION

NOTES:
 1. THE EMERGENCY ACCESS FROM W. PLYMOUTH AVE. CAN ONLY BE USED AS A TEMPORARY ACCESS UNTIL BUILDING CONSTRUCTION STARTS. IT MUST BE INSPECTED AND APPROVED FOR EMERGENCY ACCESS ONLY BEFORE ANY BUILDING PERMITS WILL BE ALLOWED.

TAX I.D. 700500000076

PROPOSED SILT FENCE (TYP)

WEST PLYMOUTH AVENUE

SITE INFORMATION:	
SITE ADDRESS:	801 SOL. Y. SOMRA, DELAND, FL 32709
TOTAL PD AREA:	38.5 AC
PROPOSED PROJECT AREA:	12.16 AC
TAX PARCEL I.D. #	700500000076, 700500000085, 700500000078
EXISTING ZONING:	PLANNED DEVELOPMENT (PD) (COMMUNITY HEALTH OVERLAY)
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD) (COMMUNITY HEALTH OVERLAY)



CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/20/2014	JAC	PRELIMINARY PLAN
2	11/20/2014	JAC	REVISIONS TO PRELIMINARY PLAN
3	11/20/2014	JAC	REVISIONS TO PRELIMINARY PLAN
4	11/20/2014	JAC	REVISIONS TO PRELIMINARY PLAN
5	11/20/2014	JAC	REVISIONS TO PRELIMINARY PLAN
6	11/20/2014	JAC	REVISIONS TO PRELIMINARY PLAN
7	11/20/2014	JAC	REVISIONS TO PRELIMINARY PLAN

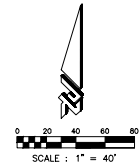
**MANCHESTER NEIGHBORHOOD
 PHASE 1A
 FINAL ENGINEERING PLANS
 DEMOLITION & EROSION
 CONTROL PLAN**

PROJECT NO. 2019194
 DESIGNED BY: HJMA
 DRAFTED BY: JAC
 CHECKED BY: RMH

DRAWING FILE: 05/10/14/03_PHA
 SHEET: 001, 002, 003, 004
 SHEET: 00000000

DATE: 11/20/2014
 TIME: 11:00 AM
 SHEET: 001 OF 004

SHEET C5 OF 36

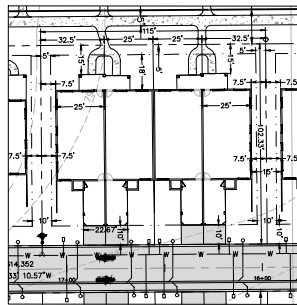
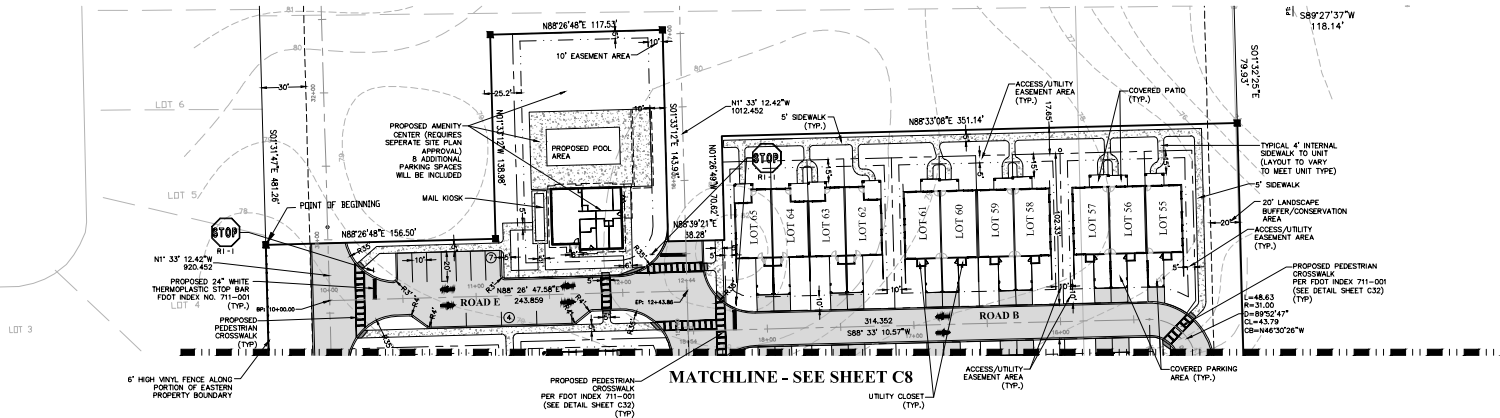


LEGEND:

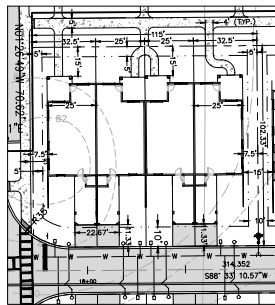
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED STREET LIGHT

NOTES:

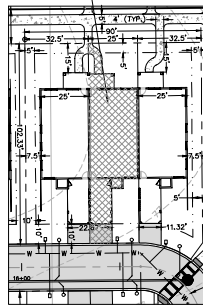
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FOOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 15 MPH.
3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.
4. INDIVIDUAL LOT COVERAGE: 97.33' X 25' = 2433.25 S.F. IMPROVEMENT AREA=1702 S.F. = 67.06% (80% MAX.)



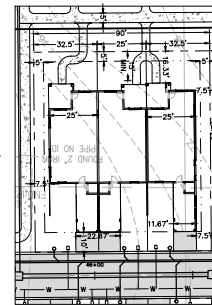
MODEL A QUADRIPLEX
TYPICAL LAYOUT



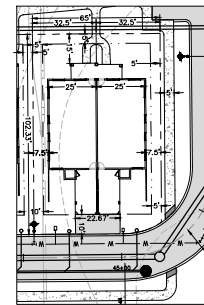
MODEL B QUADRIPLEX
TYPICAL LAYOUT



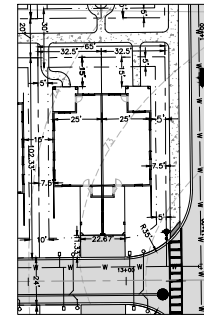
MODEL A TRIPLEX
TYPICAL LAYOUT



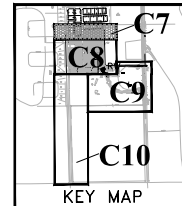
MODEL B TRIPLEX
TYPICAL LAYOUT



MODEL A DUPLEX
TYPICAL LAYOUT



MODEL B DUPLEX
TYPICAL LAYOUT



KEY MAP



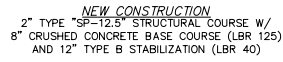
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/20/2014	JAC	PRELIMINARY DESIGN
2	12/22/2014	JAC	REVISED PER CITY COMMENTS DATED 12/18/14
3	1/23/2015	JAC	REVISED PER CITY COMMENTS DATED 1/16/15
4	1/23/2015	JAC	REVISED PER CITY COMMENTS DATED 1/16/15
5	1/23/2015	JAC	REVISED PER CITY COMMENTS DATED 1/16/15
6	1/23/2015	JAC	REVISED PER CITY COMMENTS DATED 1/16/15
7	1/23/2015	JAC	REVISED PER CITY COMMENTS DATED 1/16/15
8	1/23/2015	JAC	REVISED PER CITY COMMENTS DATED 1/16/15
9	1/23/2015	JAC	REVISED PER CITY COMMENTS DATED 1/16/15
10	1/23/2015	JAC	REVISED PER CITY COMMENTS DATED 1/16/15

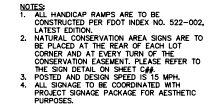
**MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
&
GEOMETRY, SIGNAGE &
STRIPING PLAN**

PROJECT NO. 2014-1014
DESIGNED BY: HJMA
DRAWN BY: JAC
CHECKED BY: RMH
DATE: 11/20/2014

PROJECT NO. 2014-1014
DESIGNED BY: HJMA
DRAWN BY: JAC
CHECKED BY: RMH
DATE: 11/20/2014

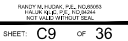


MATCHLINE - SEE SHEET C10



**MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE &
STRIPING PLAN**

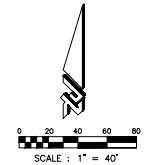

 Digitally signed
 by Haluk Kilic
 Date: 2022.01.31
 14:24:57-05'00



MATCHLINE - B

MATCHLINE - A

MATCHLINE - SEE SHEET ##



LEGEND:

-  PROPOSED ASPHALT PAVEMENT
-  PROPOSED CONCRETE
-  PROPOSED RECYCLED ASPHALT

- NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FOOT RAMP NO. 522-002, LATEST EDITION.
 2. POSTED AND DESIGN SPEED IS 15 MPH.
 3. ALL SIGNAGE TO BE COORDINATED WITH PROJECT SIGNAGE PACKAGE FOR AESTHETIC PURPOSES.

WEST PLYMOUTH AVENUE

20' SECONDARY/EMERGENCY ACCESS LOCATION (STABILIZED ROADWAY)

EMERGENCY ACCESS GATE W/NOX KEY PAD LOCK (NOT SIREN ACTIVATED)

SECONDARY/EMERGENCY DRIVEWAY LOCATION

UNPLATTED

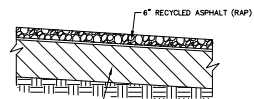
EASEMENT TWO (20' WIDE NON-EXCLUSIVE PERPETUAL ACCESS EASEMENT LOCATION) (STABILIZED ROADWAY)

20' SECONDARY/EMERGENCY ACCESS LOCATION (STABILIZED ROADWAY)

ROUND 5/8" IRON ROD & CAP (ILLEGIBLE)

20' SECONDARY/EMERGENCY ACCESS LOCATION (STABILIZED ROADWAY)

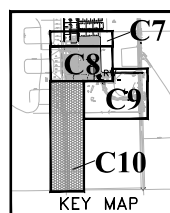
MATCHLINE - SEE SHEET C9



TYPICAL STABILIZED ROADWAY SECTION
NOT TO SCALE

MATCHLINE - B

MATCHLINE - A



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	10/20/2011	JAC	INITIAL DESIGN
2	11/20/2011	JAC	REVISED PER CITY COMMENTS DATED 11/20/11
3	11/20/2011	JAC	REVISED PER CITY COMMENTS DATED 11/20/11
4	11/20/2011	JAC	REVISED PER CITY COMMENTS DATED 11/20/11
5	11/20/2011	JAC	REVISED PER CITY COMMENTS DATED 11/20/11
6	11/20/2011	JAC	REVISED PER CITY COMMENTS DATED 11/20/11
7	11/20/2011	JAC	REVISED PER CITY COMMENTS DATED 11/20/11

MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
&
GEOMETRY, SIGNAGE &
STRIPING PLAN

PROJECT NO. 20-1014
DESIGNED BY: HJLM
DRAFTED BY: JML
CHECKED BY: RMH

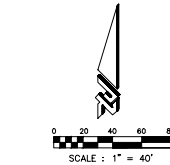
DRAWING FILE: 2014-1014-01A
DATE: 10/20/2011
SHEET: 36 OF 36

DATE: 10/20/2011
TIME: 10:00 AM
BY: JML
CHECKED BY: RMH

SHEET: C10 OF 36

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-1	MES (30") - INDEX NO. 435-001	48.79	46.00 (S) 30" RCP
ST-2	TYPE D INLET - INDEX NO. 425-052	53.74	47.58 (W) 24" RCP 47.00 (N) 30" RCP
ST-3	TYPE D INLET - INDEX NO. 425-052	55.18	48.41 (W) 18" RCP 48.41 (E) 24" RCP
ST-4	TYPE C INLET - INDEX NO. 425-052	57.41	52.98 (E) 18" RCP
ST-5	MES (48") - INDEX NO. 435-001	50.96	46.00 (W) 54" RCP
ST-6	TYPE C INLET - INDEX NO. 425-052	65.40	61.90 (N) 18" RCP
ST-7	TYPE C INLET RISER WITH 60"x60" TYPE J BOTTOM - INDEX NO. 425-010 & 052	71.20	63.83 (NW) 48" RCP 65.00 (E) 36" RCP 59.46 (S) 18" RCP
ST-8	MANHOLE (72" DIA.) - INDEX NO. 425-001	74.22	68.27 (W) 36" RCP 64.80 (SE) 48" RCP 67.20 (N) 42" RCP
ST-9	TYPE C INLET RISER WITH 60"x60" TYPE J BOTTOM - INDEX NO. 425-010 & 052	74.46	68.78 (E) 36" RCP 68.78 (W) 36" RCP
ST-10	TYPE C INLET RISER WITH 60"x60" TYPE J BOTTOM - INDEX NO. 425-010 & 052	75.18	69.50 (E) 36" RCP 69.50 (W) 36" RCP
ST-11	TYPE C INLET RISER WITH 60"x60" TYPE J BOTTOM - INDEX NO. 425-010 & 052	75.69	69.99 (E) 36" RCP 70.71 (W) 24" RCP 70.62 (N) 30" RCP
ST-12	TYPE D INLET - INDEX NO. 425-052	76.62	71.67 (E) 24" RCP 71.67 (NW) 24" RCP
ST-13	MANHOLE (48" DIA.) - INDEX NO. 425-001	76.97	71.97 (SE) 24" RCP 71.97 (N) 24" RCP
ST-14	TYPE D INLET - INDEX NO. 425-052	77.46	73.51 (S) 24" RCP 72.91 (N) 24" RCP
ST-15	TYPE D INLET - INDEX NO. 425-052	78.50	73.56 (S) 24" RCP 73.56 (E) 12" HP
ST-16	15" YARD DRAIN WITH CIRCULAR GRATE	77.80	74.21 (W) 12" HP
ST-17	TYPE D INLET - INDEX NO. 425-052	79.38	74.45 (S) 24" RCP 74.45 (N) 18" RCP
ST-18	TYPE D INLET - INDEX NO. 425-052	76.54	71.32 (S) 30" RCP 71.32 (N) 24" RCP 73.00 (W) 12" HP 71.76 (E) 12" HP
ST-18A	15" YARD DRAIN WITH CIRCULAR GRATE	76.70	73.57 (E) 12" HP
ST-18B	15" YARD DRAIN WITH CIRCULAR GRATE	75.90	72.90 (W) 12" HP

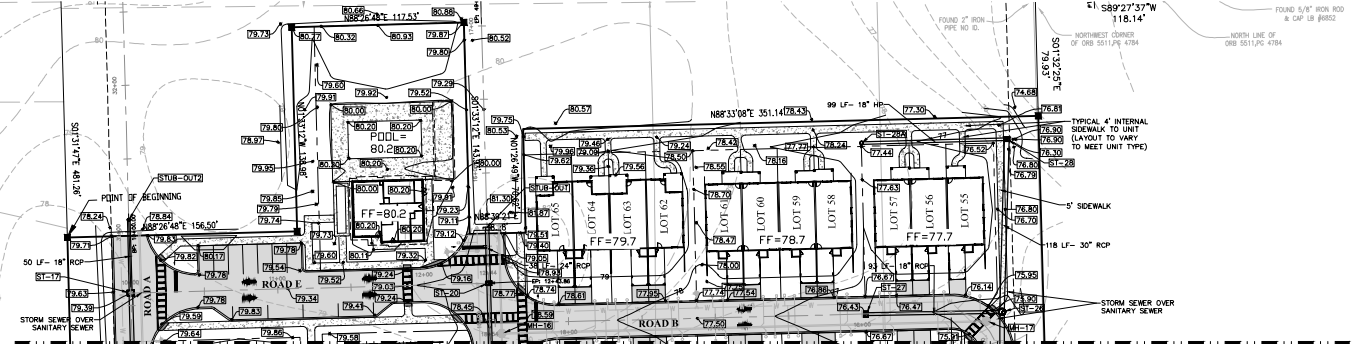
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-19	TYPE D INLET - INDEX NO. 425-052	77.72	72.45 (S) 24" RCP 72.45 (N) 24" RCP 73.54 (E) 12" HP
ST-19A	15" YARD DRAIN WITH CIRCULAR GRATE	77.39	74.30 (W) 12" HP
ST-20	TYPE C INLET - INDEX NO. 425-052	78.62	73.25 (S) 24" RCP 73.25 (N) 24" RCP
ST-22	TYPE D INLET - INDEX NO. 425-052	73.69	67.80 (S) 42" RCP 67.80 (N) 36" RCP 69.60 (W) 12" HP
ST-22A	15" YARD DRAIN WITH CIRCULAR GRATE	74.33	70.93 (E) 12" HP
ST-23	TYPE D INLET - INDEX NO. 425-052	73.06	68.47 (S) 36" RCP 68.47 (N) 30" RCP 70.03 (W) 18" RCP
ST-24	TYPE C INLET - INDEX NO. 425-052	74.50	71.40 (E) 18" RCP 71.40 (W) 18" RCP
ST-24A	TYPE C INLET - INDEX NO. 425-052	76.26	72.68 (E) 18" RCP
ST-25	TYPE C INLET - INDEX NO. 425-052	74.21	69.00 (S) 30" RCP 70.01 (W) 18" HP 69.05 (N) 30" RCP
ST-25A	24" YARD DRAIN WITH CIRCULAR GRATE	75.21	70.86 (E) 18" HP
ST-26	MANHOLE (48" DIA.) - INDEX NO. 425-001	75.87	70.37 (N) 30" RCP 70.37 (S) 30" RCP 71.56 (W) 18" RCP
ST-27	TYPE C INLET - INDEX NO. 425-052	76.43	73.55 (E) 18" RCP
ST-28	TYPE C INLET - INDEX NO. 425-052	76.30	71.87 (W) 18" HP 70.96 (N) 24" RCP 70.96 (S) 30" RCP
ST-28A	24" YARD DRAIN WITH CIRCULAR GRATE	77.40	74.75 (E) 18" HP
STUB-OUT	24" DIAMETER CAP	75.82	73.44 (S) 24" RCP
STUB-OUT2	18" DIAMETER CAP	77.00	75.20 (S) 18" RCP



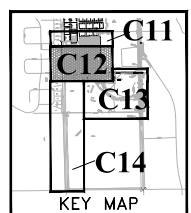
LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED STREET LIGHT

- NOTES:**
- SEE THIS SHEET FOR STORMWATER STRUCTURE TABLES.
 - CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
 - MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LAND DEVELOPMENT CODE.



MATCHLINE - SEE SHEET C12



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/20/2014	JML	PRELIMINARY DRAINAGE PLAN
2	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14
3	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14
4	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14
5	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14
6	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14
7	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14
8	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14
9	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14
10	11/20/2014	JML	REVISED PER CITY COMMENTS DATED 11/20/14

**MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
PAVING, GRADING &
DRAINAGE PLAN**

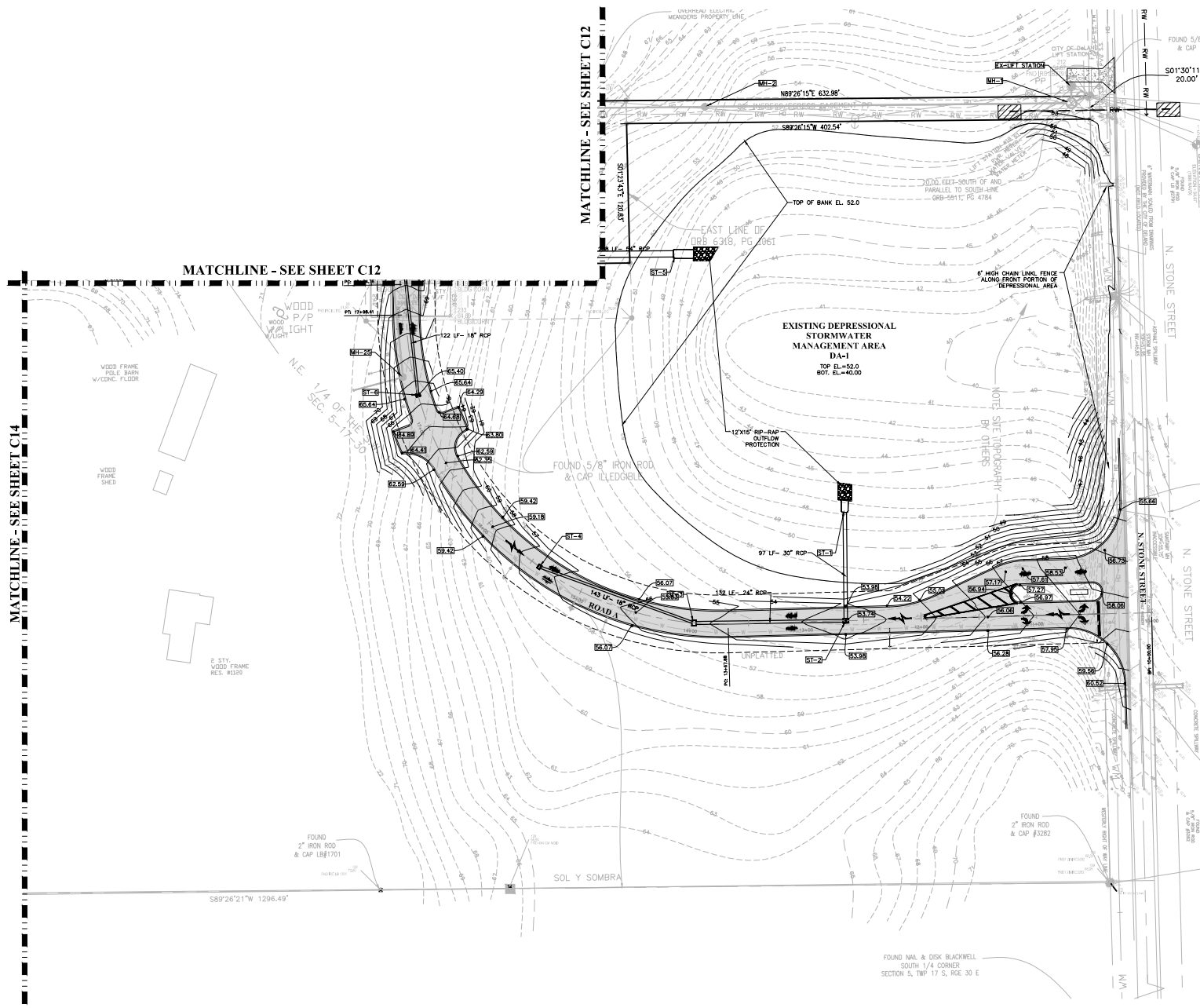
PROJECT NO. 20-1014
DESIGNED BY: HJML
DRAFTED BY: JML
CHECKED BY: RMH

DRAWING FILE: 1144-1014-PD-PAVA
DATE: 11/20/2014
SHEET: 20002.DWG

DATE: 11/20/2014
BY: JML
FOR: ZEV COHEN & ASSOCIATES, P.A.

SHEET: C11 OF 36

MANCHESTER NEIGHBORHOOD PHASE 1A FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE

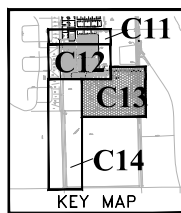


SCALE: 1" = 40'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED STREET LIGHT

- NOTES:**
- SEE SHEET C11 FOR STORMWATER STRUCTURE TABLE.
 - CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
 - MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LAND DEVELOPMENT CODE.



ZEV COHEN & ASSOCIATES, P.A.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/15/2011	JML	ISSUED FOR PERMIT
2	11/22/2011	JML	REVISED PER CITY COMMENTS DATED 11/15/11
3	11/22/2011	JML	REVISED PER CITY COMMENTS DATED 11/15/11
4	11/22/2011	JML	REVISED PER CITY COMMENTS DATED 11/15/11
5	11/22/2011	JML	REVISED PER CITY COMMENTS DATED 11/15/11
6	11/22/2011	JML	REVISED PER CITY COMMENTS DATED 11/15/11
7	11/22/2011	JML	REVISED PER CITY COMMENTS DATED 11/15/11

**MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
PAVING, GRADING &
DRAINAGE PLAN**

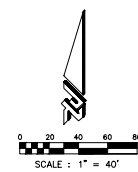
PROJECT NO. 2010-104
DESIGNED BY: HJMLA
DRAFTED BY: JML
CHECKED BY: RMH
DRAWING FILE: 1144-10104-PGD_P15A
DWG. FILE: 1144-10104-PGD_P15A
SHEET: 200002010

CITY OF DELAND
VOLUNTARY COUNTY, FLORIDA

PROJECT NO. 2010-104
DESIGNED BY: HJMLA
DRAFTED BY: JML
CHECKED BY: RMH
DRAWING FILE: 1144-10104-PGD_P15A
DWG. FILE: 1144-10104-PGD_P15A
SHEET: 200002010

Randy M. Cohen, P.E., No. 14525
Mechanical Engineering
State of Florida

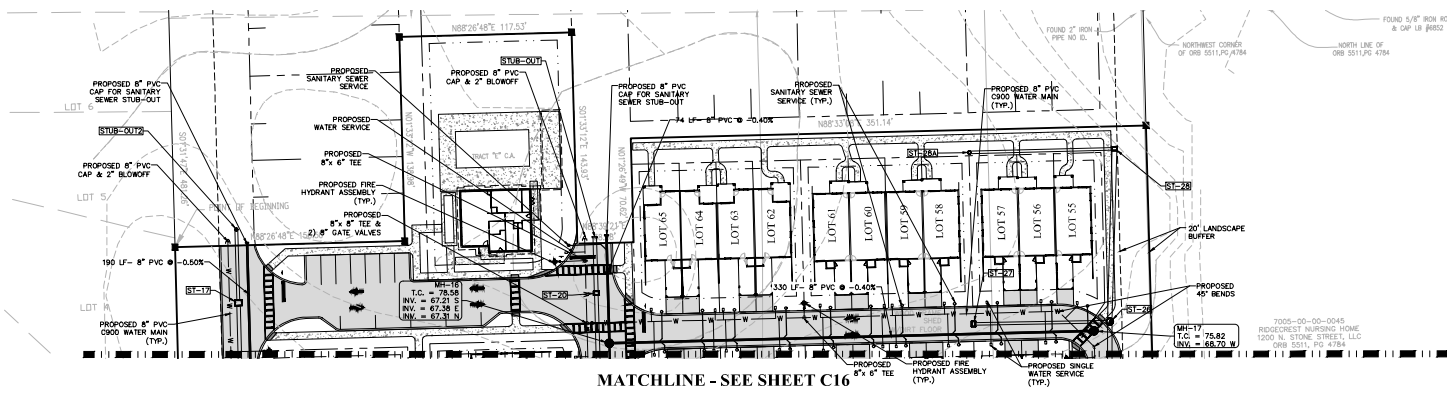
SHEET: C13 OF 36



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- SS PROPOSED SANITARY SERVICE
- W PROPOSED WATERMAIN
- F PROPOSED FIRE MAIN
- R PROPOSED RECLAIMED WATERMAIN
- FM PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED FIRE DEPARTMENT CONNECTION
- PROPOSED STREET LIGHT

- NOTES:
- CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRANTY SEWER WHERE MINIMUM DEP. CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
 - ALL GRANTY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
 - ALL GRANTY SEWER PIPE REQUIRING DROPS BETWEEN INVERTS EXCEEDING 2 FEET REQUIRE OUTSIDE DROP MANHOLES (SEE DETAIL SHEET C28).
 - SEE SHEET C11 FOR STORMWATER STRUCTURE TABLES.

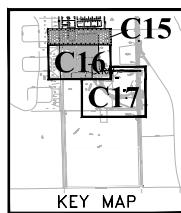


CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

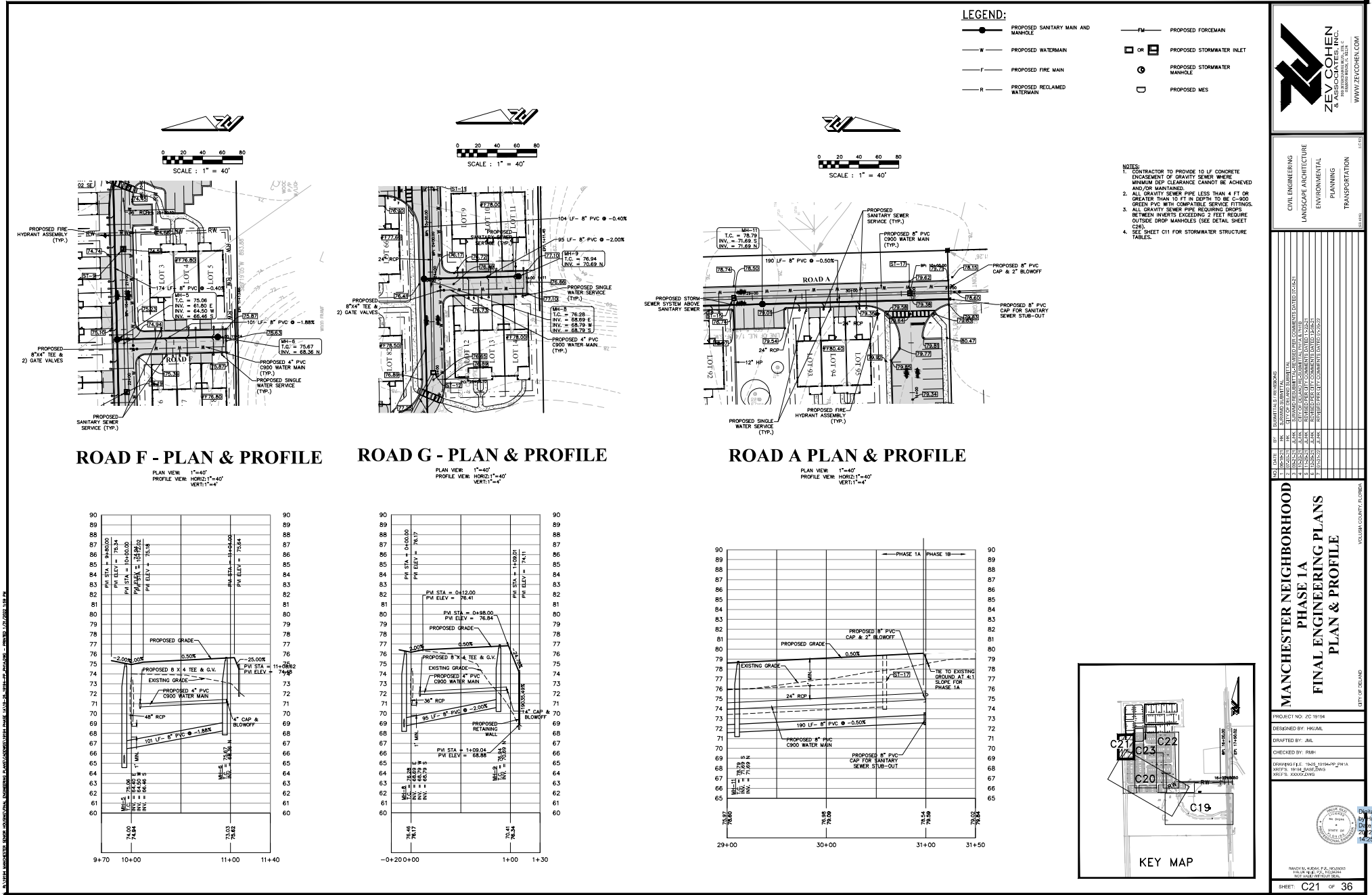
NO.	DATE	BY	DESCRIPTION
1	10/20/14	JML	PRELIMINARY UTILITY PLAN
2	11/20/14	JML	REVISED PER CITY COMMENTS DATED 11/20/14
3	12/22/14	JML	REVISED PER CITY COMMENTS DATED 12/22/14
4	01/22/15	JML	REVISED PER CITY COMMENTS DATED 01/22/15
5	02/22/15	JML	REVISED PER CITY COMMENTS DATED 02/22/15
6	03/22/15	JML	REVISED PER CITY COMMENTS DATED 03/22/15
7	04/22/15	JML	REVISED PER CITY COMMENTS DATED 04/22/15
8	05/22/15	JML	REVISED PER CITY COMMENTS DATED 05/22/15
9	06/22/15	JML	REVISED PER CITY COMMENTS DATED 06/22/15
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16	01/22/16	JML	REVISED PER CITY COMMENTS DATED 01/22/16
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21	06/22/16	JML	REVISED PER CITY COMMENTS DATED 06/22/16
22	07/22/16	JML	REVISED PER CITY COMMENTS DATED 07/22/16
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40	01/22/18	JML	REVISED PER CITY COMMENTS DATED 01/22/18
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100	01/22/23	JML	REVISED PER CITY COMMENTS DATED 01/22/23

MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
UTILITY PLAN

PROJECT NO. 20-1914
DESIGNED BY: HJML
DRAFTED BY: JML
CHECKED BY: RMH
DRAWING FILE: 1541_1914A-21A_P1A
DWG: 1541_1914A-21A_P1A
SHEET: 20002101



SHOWN BY: RANDY M. COHEN, P.E.
DATE: 12/20/2021
SHEET: 20002101
SHEET C15 OF 36



ZEV COHEN & ASSOCIATES, P.A.
Professional Engineers & Surveyors
10000 N. US Highway 1, Suite 200
Tampa, FL 33613
TEL: 813.281.1111
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	11/20/2014	JML	PRELIMINARY PLAN
2	12/22/2014	JML	REVISED PER CITY COMMENTS DATED 12/18/14
3	1/15/2015	JML	REVISED PER CITY COMMENTS DATED 1/14/15
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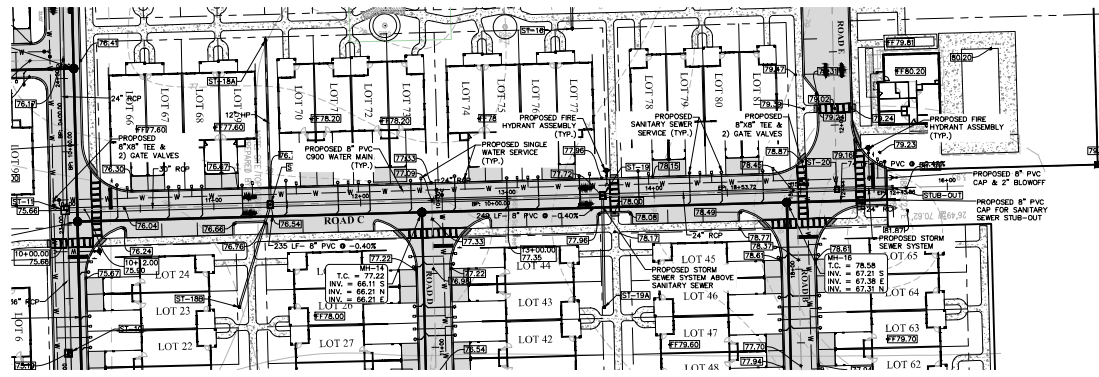
**MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
PLAN & PROFILE**

PROJECT NO. 2010194
DESIGNED BY: JML
DRAWN BY: JML
CHECKED BY: RMH
DATE: 11/20/2014
SHEET: 2010194-1

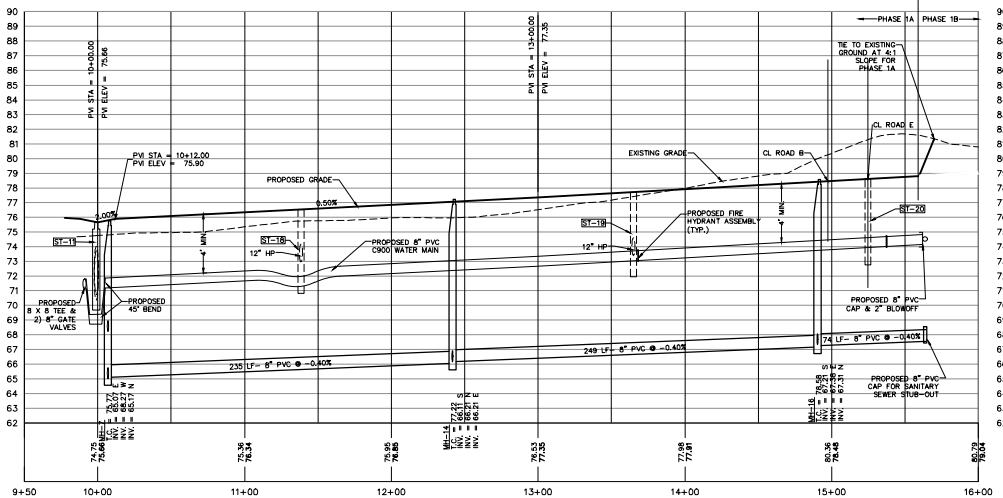
Randy S. Hsieh, P.E., No. 12628
Professional Engineer, State of Florida

DATE: 11/20/2014
SHEET: 2010194-1

KEY MAP



ROAD C PLAN & PROFILE

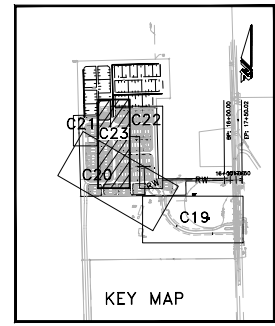


LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN
- PROPOSED FIRE MAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED FORCEMAIN
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES

NOTES:

- CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASUREMENT OF GRAVITY SEWER WHERE MINIMUM DROP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
- ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
- ALL GRAVITY SEWER PIPE REQUIRING DROPS BETWEEN INVERTS EXCEEDING 2 FEET REQUIRE OUTSIDE DROP MANHOLES (SEE DETAIL SHEET C26).
- SEE SHEET C11 FOR STORMWATER STRUCTURE TABLES.



ZEV COHEN & ASSOCIATES, P.A.
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 10000 W. 11TH AVENUE, SUITE 100
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CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

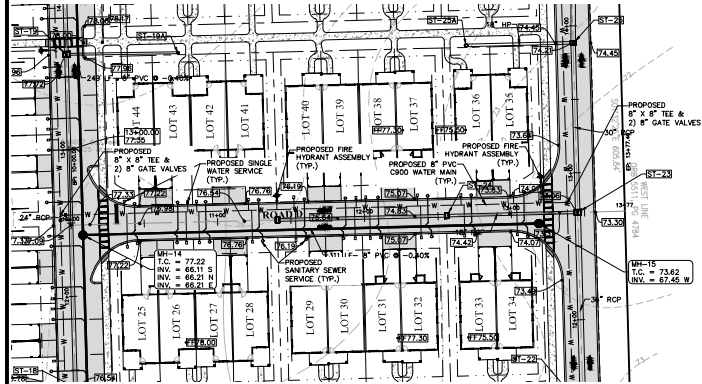
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6	11/20/2014	JK	REVISED PER CITY COMMENTS DATED 11/14/14
7	11/20/2014	JK	REVISED PER CITY COMMENTS DATED 11/14/14

**MANCHESTER NEIGHBORHOOD
 PHASE 1A
 FINAL ENGINEERING PLANS
 PLAN & PROFILE**

PROJECT NO. 2010-1014
 DESIGNED BY: HJMA
 DRAFTED BY: JML
 CHECKED BY: RMH
 DRAWING FILE: 1625_10104-PW_1A
 DATE: 10/20/2014
 SHEET: 20002010

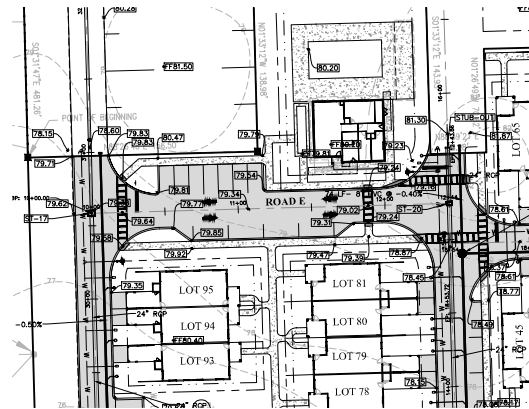
Digitally signed by Randy M. Rook, P.E. DN: cn=Randy M. Rook, o=ZEV COHEN & ASSOCIATES, P.A., ou=Professional Engineer, email=rrm@zevcohen.com, c=US

SHEET C23 OF 36



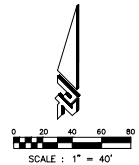
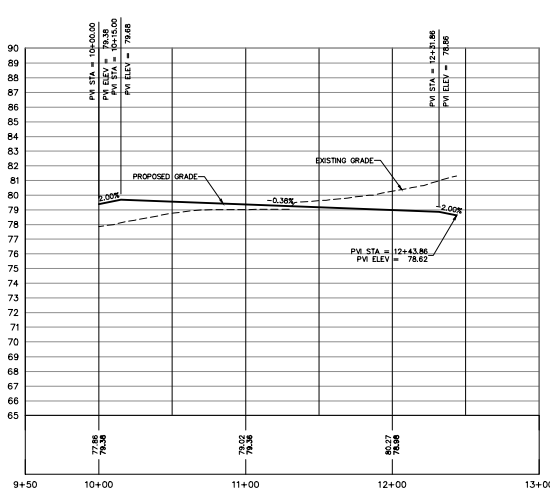
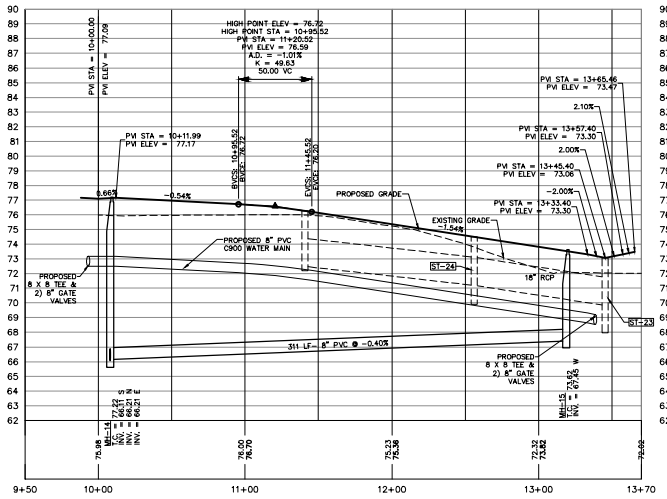
ROAD D - PLAN & PROFILE

PLAN VIEW: 1"=40'
 PROFILE VIEW: HORIZ: 1"=40'
 VERT: 1"=4'



ROAD E - PLAN & PROFILE

PLAN VIEW: 1"=40'
 PROFILE VIEW: HORIZ: 1"=40'
 VERT: 1"=4'



LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W— PROPOSED WATERMAIN
- F— PROPOSED FIRE MAIN
- R— PROPOSED RECLAIMED WATERMAIN
- FM— PROPOSED FORCEMAIN
- OR □ PROPOSED STORMWATER INLET
- ⊙ PROPOSED STORMWATER MANHOLE
- PROPOSED MES

1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASUREMENT OF GRAVITY SEWER WHERE MINIMUM DEPT CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. ALL GRAVITY SEWER PIPE REQUIRING DROPS BETWEEN INVERTS EXCEEDING 2 FEET REQUIRE OUTSIDE DROP MANHOLES (SEE DETAIL SHEET C20).
4. SEE SHEET C11 FOR STORMWATER STRUCTURE TABLES.



CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

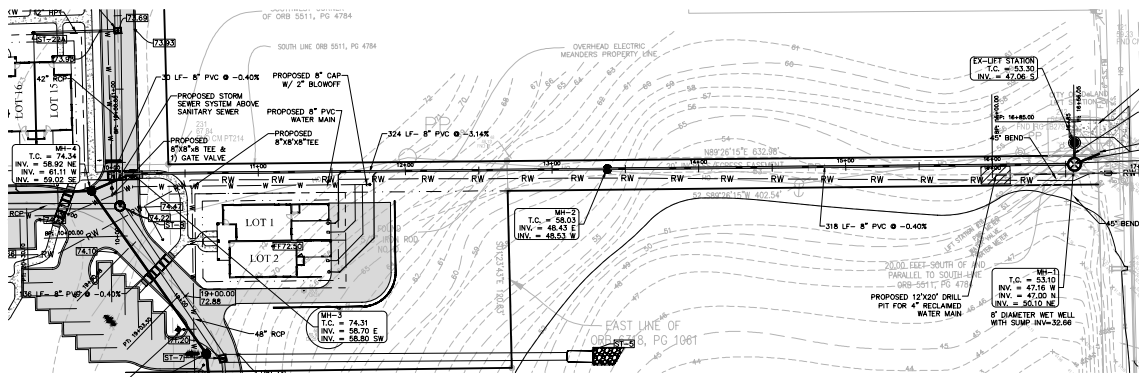
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8	11/20/2018	JAC	REVISED PER CITY COMMENTS DATED 11/20/18

**MANCHESTER NEIGHBORHOOD
 PHASE 1A
 FINAL ENGINEERING PLANS
 PLAN & PROFILE**

PROJECT NO. 20-1914
 DESIGNED BY: HMA
 DRAFTED BY: JAC
 CHECKED BY: RMH

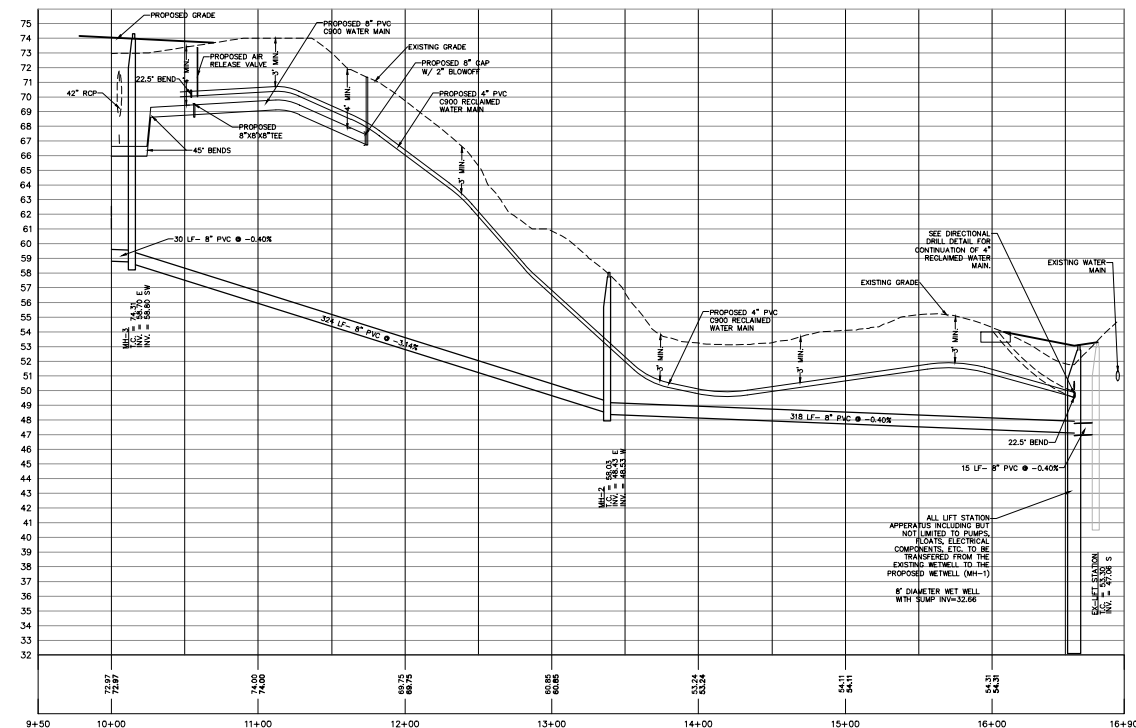
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 JAC, RMH, JAC, JAC
 SHEET: 20002010

DATE: 11/20/2018
 TIME: 10:00 AM
 USER: JAC



SAN-1 - PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ. 1"=40'
VERT. 1"=4'

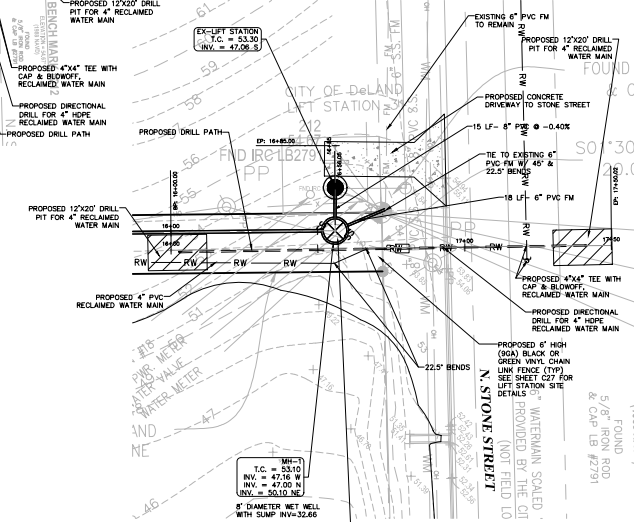


LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATER MAIN
- PROPOSED FIRE MAIN
- PROPOSED RECLAIMED WATER MAIN
- PROPOSED FORCE MAIN
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES

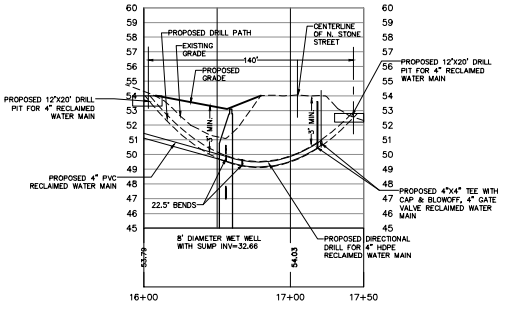
- CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASUREMENT OF GRAVITY SEWER WHERE MINIMUM DCP CLEARANCE CANNOT BE ACHIEVED AND/OR MANHOLE.
- ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
- ALL GRAVITY SEWER PIPE REQUIRING SHOES BETWEEN INVERTS EXCEEDING 2 FEET REQUIRE OUTSIDE DROP MANHOLES (SEE DETAIL SHEET C26).
- SEE SHEET C11 FOR STORMWATER STRUCTURE TABLES.

SCALE: 1" = 40'



LIFT STATION ENLARGEMENT

PLAN VIEW: 1"=20'



4" RECLAIMED WATER DIRECTIONAL DRILL PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ. 1"=40'
VERT. 1"=4'



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

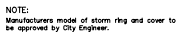
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7	10/20/2010	ISSUED FOR PERMIT
8	10/20/2010	ISSUED FOR PERMIT
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MANCHESTER NEIGHBORHOOD PHASE 1A FINAL ENGINEERING PLANS PLAN & PROFILE

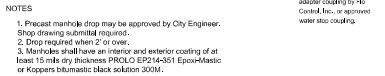
PROJECT NO. 20-1914
DESIGNED BY: PHMA
CHECKED BY: JML
DRAWN BY: JML
DATE: 10/20/2010

20-1914-0500

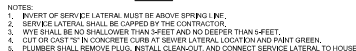
SHEET C25 OF 36



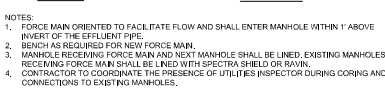
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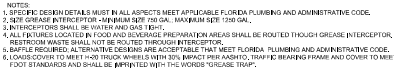
DATE: 10/26/2020 **SANITARY MANHOLE**



S305



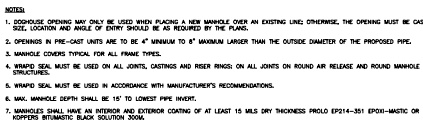
S306



S307



S30



S309



S315

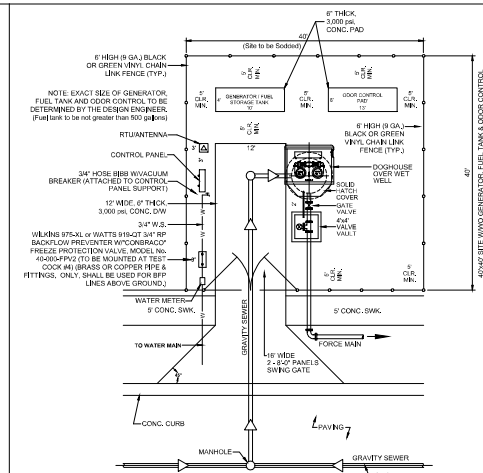
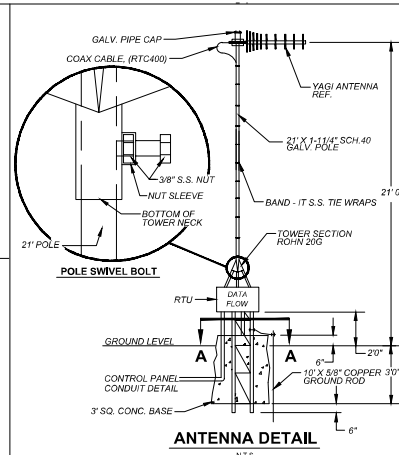
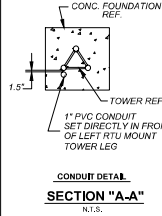
S30

NOTE: EXISTING PUBLIC LIFT-STATION AND ALL ELECTRICAL COMPONENTS TO REMAIN W/MODIFICATION AS SHOWN ON THESE PLANS.

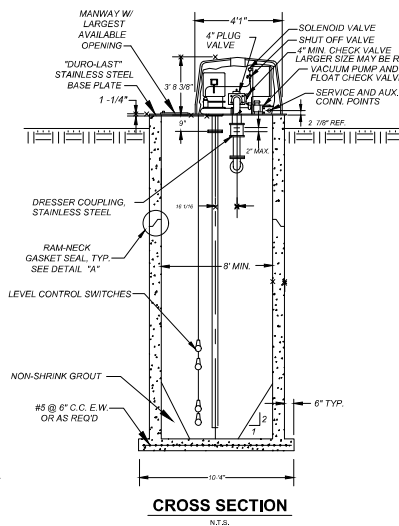
SPARE PARTS

- VACUUM PUMP AND FLOAT CHECK VALVE
- CHECK VALVE
- GW OR CCW IMPELLER
- PARKER SOLENOID VALVE (25 PSI)
- MECHANICAL SEAL
- SONIC START VACUUM DOME HOUSING
- SONIC START REPLACEMENT PRIME SENSOR

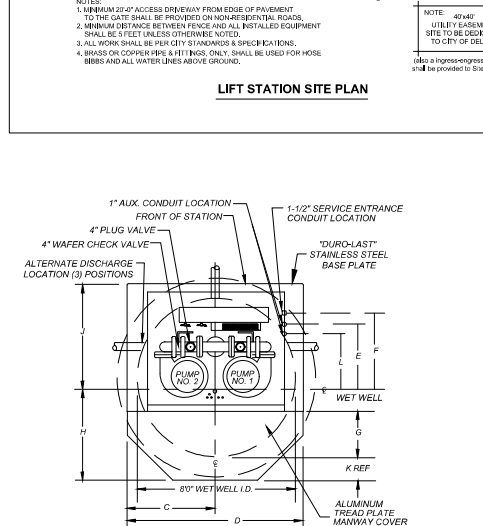
MOTORS
THE PUMP MOTORS SHALL BE VERTICAL, SHORT SHAFT, NEMA-PBASE, SQUIRREL-CAGE INDUCTION TYPE, SUITABLE FOR 3-PHASE, 480 VOLT, 60 HZ, 3-PHASE CURRENT. THEY SHALL HAVE CLASS F INSULATION. INSULATION TEMPERATURE SHALL, HOWEVER, BE LIMITED TO CLASS B. THE MOTORS SHALL HAVE NORMAL STARTING TORQUE AND LOW-STARTING CURRENT AS SPECIFIED BY NEWMAN DESIGN & CHARACTERISTICS. THEY SHALL BE OPEN Drip-Proof DESIGN WITH WIDESPACED AIR CIRCULATION BY INTEGRAL FAN. OPENINGS FOR VENTILATION SHALL BE UNIFORMLY SPACED AROUND THE FRAME. LEADS SHALL BE TERMINATED IN CAST-IRON CONNECTION BOX AND SHALL BE CLEARLY IDENTIFIED.
THE MOTORS SHALL HAVE 1.15 SERVICE FACTOR. THE SERVICE FACTOR SHALL BE RESERVED FOR THE OWNER'S PROTECTION. THE MOTORS SHALL NOT BE OVERLOADED BEYOND THEIR NAMEPLATE RATING AT THE DESIGN CONDITIONS, NOR AT ANY HEAD IN THE OPERATING RANGE AS SPECIFIED UNDER OPERATING CONDITIONS.
THE MOTOR PUMP SHAFT SHALL BE CENTERED, IN RELATION TO THE MOTOR BASE, WITHIN .005". THE SHAFT JOINT SHALL NOT EXCEED .0002".
THE MOTORS SHALL BE PROVIDED TO HOLD THE BOTTOM MOTOR BEARING IN A FIXED POSITION. ALL PORTS FROM IMMEDIATELY BELOW THE TOP BEARING TO THE TOP OF THE IMPELLER HUB, A BEARING CAP SHALL BE PROVIDED TO HOLD THE BOTTOM MOTOR BEARING IN A FIXED POSITION. BEARING HOUSINGS SHALL BE PROVIDED WITH FITTING FOR LUBRICATION AS WELL AS PURGING OIL LUBRICANT. THE MOTORS SHALL BE FITTED WITH HEAVY LIFTING EYES OR LUGS, EACH CAPABLE OF SUPPORTING THE ENTIRE WEIGHT OF THE PUMP AND MOTOR.



LIFT STATION SITE PLAN

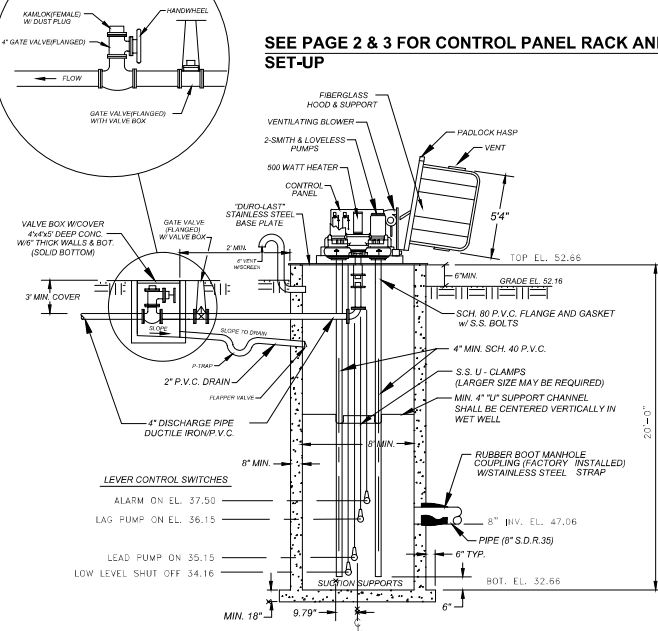


CROSS SECTION



PLAN VIEW

SEE PAGE 2 & 3 FOR CONTROL PANEL RACK AND SET-UP



SECTIONAL ELEVATION

1. ALL MAJOR COMMERCIAL OR RESIDENTIAL PROJECTS MUST PROVIDE AN ON-SITE GENERATOR OR CONTRIBUTE TO THE GENERATOR FUND.
2. GENERATOR MAKE SHALL BE A FLORIDA DETROIT DIESEL OR CATERPILLAR.
3. DIESEL FUEL TANK WITH THREE DAY RUN TIME MIN. (500 Gallon Maximum Storage).
4. AUTOMATIC TRANSFER SWITCH SHALL BE REQUIRED.
5. GENERATOR SHALL BE CONNECTED TO THE REMOTE TELEMETRY UNIT FOR MONITORING.
6. HOW SUBDIVISIONS OF 10 HOMES OR MORE WILL BE REQUIRED TO PROVIDE A UNIT W/GENERATOR (LESS THAN 10 HOMES WILL PAY A PRO RATA SHARE \$400 PER UNIT).

GENERAL SITE PLAN NOTES:

1. BACKFLOW PREVENTER SHALL BE WALKING 3/4\"/>
- 2. ALL 3/4\"/>
- 3. LIFT STATION SITE SHALL BE SODDED.
- 4. PRIOR TO ACCEPTANCE OF THIS LIFT STATION, CITY STAFF WILL OBSERVE THAT THIS STATION WILL PUMP DOWN TO THE CITY'S SPECIFIED CUT-OFF LEVEL UNDER THE CONDITIONS OF A FULL DISCHARGE PRESSURE. BEING PRESSURED WILL ALL OTHER PUMP STATIONS OPERATING. IF THERE EXISTS A MANHOLE CONDUIT, THE DEVELOPER WILL SUPPLY LABOR AND MATERIALS FOR THIS DEMONSTRATION.
- 5. DO NOT PLACE TRANSFORMERS OR OTHER APPLIANCES WITHIN THE DESIGNATED EASEMENT THAT WILL IMPROVE MAINTENANCE ACTIVITIES OF THIS STATION.
- 6. ORIENTATE THE MANWAY TOWARD THE STREET SIDE FOR EASY ACCESS BY OPERATING & MAINTENANCE PERSONNEL.
- 7. PROVIDE ADEQUATE PAVING (CONC. OR ASPHALT) 12\"/>
- 8. FENCE WITH 6\"/>
- 9. A 40\"/>
- 10. PROVIDE \"DUR-O-LAST\" STAINLESS STEEL BASE PLATE ON LIFT STATION.
- 11. BRASS OR COPPER PIPE & FITTINGS, ONLY, SHALL BE USED FOR BPP & HOSE BIBBS AND LINES ABOVE GROUND.
- 12. ALL SEWER AIR RELEASE VALVES SHALL BE 2\"/>
- 13. MIN. 7' X 7' AROUND AND 6\"/>

CONTROLS:
THE CONTROL EQUIPMENT SHALL BE MOUNTED IN A NEMA TYPE 1 STEEL ENCLOSURE WITH A REMOVABLE ACCESS COVER. THE CIRCUIT BREAKERS, STARTER RESET BUTTONS, AND CONTROL SWITCHES SHALL BE OPERABLE WITHOUT REMOVING THE ACCESS COVER FOR SERVICEMAN OPERATION.
A GFI-TYPE CONVENIENCE OUTLET SHALL BE PROVIDED ON THE SIDE OF THE CABINET FOR OPERATION OF 120 VOLT ACCESSORIES. THERMAL MAGNETIC AIR-DRYER BREAKERS SHALL BE PROVIDED FOR BRANCH DISCONNECT SERVICE AND SHORT CIRCUIT PROTECTION OF ALL MOTOR CIRCUITS AND AUXILIARY CIRCUITS.
MAGNETIC ACROSS-THE-LINE STARTERS WITH UNDER-VOLTAGE RELEASE AND OVERLOAD CUBS FOR EACH PHASE SHALL BE PROVIDED FOR EACH PUMP MOTOR TO GIVE POSITIVE PROTECTION. EACH SINGLE-PHASE AUXILIARY MOTOR SHALL BE EQUIPPED WITH AN OVER-CURRENT PROTECTION DEVICE IN ADDITION TO THE BRANCH CIRCUIT BREAKER. OR SHALL BE IMPEDANCE PROTECTED. ALL SWITCHES SHALL BE LABELED AND A CODED WIRING DIAGRAM SHALL BE PROVIDED.
TO CONTROL THE OPERATION OF THE PUMPS WITH VARIATIONS OF LIQUID LEVEL IN THE WET WELL, A MINIMUM OF FOUR (4) DEPENDENT SWITCHES SHALL BE PROVIDED. A 3\"/>



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	10/15/18	JML	ISSUED FOR PERMIT
2	10/15/18	JML	REVISED PER CITY COMMENTS
3	10/15/18	JML	REVISED PER CITY COMMENTS
4	10/15/18	JML	REVISED PER CITY COMMENTS
5	10/15/18	JML	REVISED PER CITY COMMENTS
6	10/15/18	JML	REVISED PER CITY COMMENTS
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10	10/15/18	JML	REVISED PER CITY COMMENTS

NO.	DATE	BY	DESCRIPTION
1	10/15/18	JML	ISSUED FOR PERMIT
2	10/15/18	JML	REVISED PER CITY COMMENTS
3	10/15/18	JML	REVISED PER CITY COMMENTS
4	10/15/18	JML	REVISED PER CITY COMMENTS
5	10/15/18	JML	REVISED PER CITY COMMENTS
6	10/15/18	JML	REVISED PER CITY COMMENTS
7	10/15/18	JML	REVISED PER CITY COMMENTS
8	10/15/18	JML	REVISED PER CITY COMMENTS
9	10/15/18	JML	REVISED PER CITY COMMENTS
10	10/15/18	JML	REVISED PER CITY COMMENTS

MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

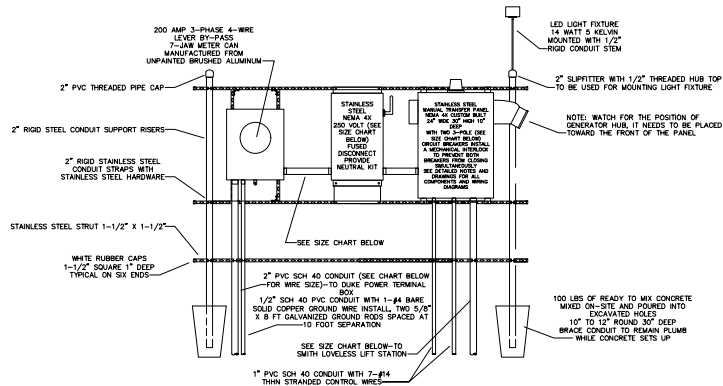
PROJECT NO. 20-1914
DESIGNED BY: JML
CHECKED BY: JML
DRAWING FILE: 2020-1914-21-210A
DATE: 10/15/18
SHEET: 2000-210A

Index No.
30800
REVISED 5/31/07
REVISED 8/6/08
REVISED 10/12/09
REVISED 4/8/10
REVISED 8/1/13
REVISED 9/2/14
REVISED 5/15/17
REVISED 7/24/18
SHEET 1 OF 3

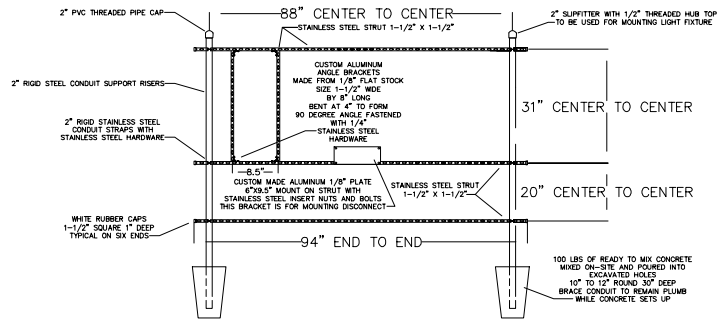
SHEET C27 OF 36

NOTE: EXISTING PUBLIC LIFT-STATION AND ALL ELECTRICAL COMPONENTS TO REMAIN W/MODIFICATION AS SHOWN ON THESE PLANS.

DETAIL "A"



240 VOLT POWER RACK WITHOUT GENERATOR

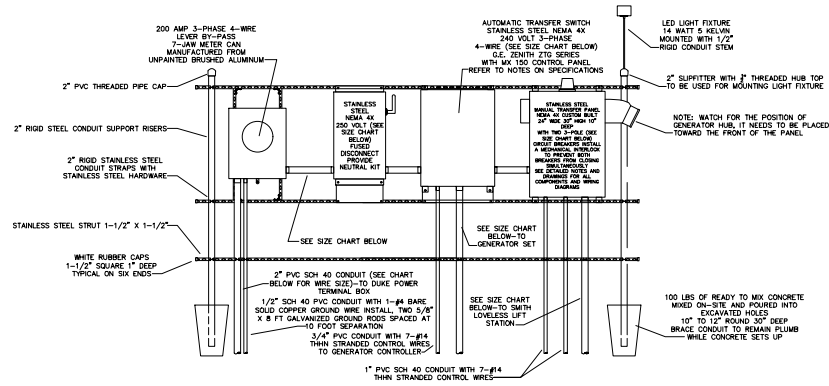


RACK FRAMING DETAILS
240 VOLT WITHOUT AUTOMATIC TRANSFER SWITCH

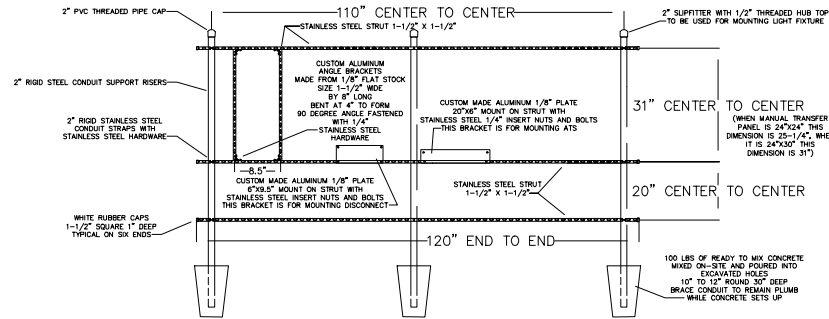
CONTROL GENERATOR RECEPTACLE PANEL

1. ENCL. COUPLER: NEMA 4X STAINLESS, 20K GRADE, 14 GAUGE, GASKETED, 44 BRUSHED FINISH, U.L. AND CSA APPROVED, HASP AND STAPLE FOR PADLOCKING, INSIDE-PRINT POCKET, STAINLESS STEEL HWING: MN, SIZE 24\"/>

DETAIL "B"



240 VOLT POWER RACK WITH GENERATOR
AUTOMATIC TRANSFER SWITCH



RACK FRAMING DETAILS
240 VOLT WITH AUTOMATIC TRANSFER SWITCH

SIZE CHART

- STEP #1: DETERMINE LIFT STATION SIZE & SPECIFICATIONS FROM THE UTILITY CONTRACTOR OR CITY OF DELAND ENGINEERING DEPT.
- STEP #2: MAKE NOTE OF THE FOLLOWING: THE VOLTAGE FOR THE STATION, THE NUMBER OF PUMPS (2 OR 3) & THE HORSEPOWER OF PUMPS.
- STEP #3: REFER TO THE ELECTRICAL SERVICE DATA CHARTS FOR THE STANDARD 2 PUMP OR 3 PUMP STATION (FOUND ON SHEET 3 OF 3).
- STEP #4: USE THE VOLTAGE COLUMN AND THE HORSEPOWER ROW TO FIND THE TOTAL STATION FULL LOAD AMPS.
- STEP #5: UPON DETERMINING THE FULL LOAD AMPS OF THE STATION, THE SERVICE ENTRANCE SIZE SHALL NOT BE SMALLER THAN 100 AMPS.
- STATIONS THAT REQUIRE A SERVICE SIZE LARGER THAN 100 AMPS SHALL BE SIZED CLOSEST TO THE STANDARD SIZES LISTED BELOW.

SERVICE SIZE	CONDUIT SIZE	WIRE SIZE	BREAKER OR FUSE RATING
100 AMP	1-1/2"	#3 THHN CU	100 AMP
125 AMP	1-1/2"	#2 THHN CU	125 AMP
150 AMP	2"	#1 THHN CU	150 AMP
200 AMP	2"	#3 THHN CU	200 AMP
225 AMP	2-1/2"	4/0 THHN CU	225 AMP

Index No.
30800
SHEET 2 OF 3



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

DATE	BY	DESCRIPTION
1/2/2014	JK	ISSUED FOR PERMIT
2/2/2014	JK	REVISED PER CITY COMMENTS
3/2/2014	JK	REVISED PER CITY COMMENTS
4/2/2014	JK	REVISED PER CITY COMMENTS
5/2/2014	JK	REVISED PER CITY COMMENTS
6/2/2014	JK	REVISED PER CITY COMMENTS
7/2/2014	JK	REVISED PER CITY COMMENTS
8/2/2014	JK	REVISED PER CITY COMMENTS
9/2/2014	JK	REVISED PER CITY COMMENTS
10/2/2014	JK	REVISED PER CITY COMMENTS
11/2/2014	JK	REVISED PER CITY COMMENTS
12/2/2014	JK	REVISED PER CITY COMMENTS

MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

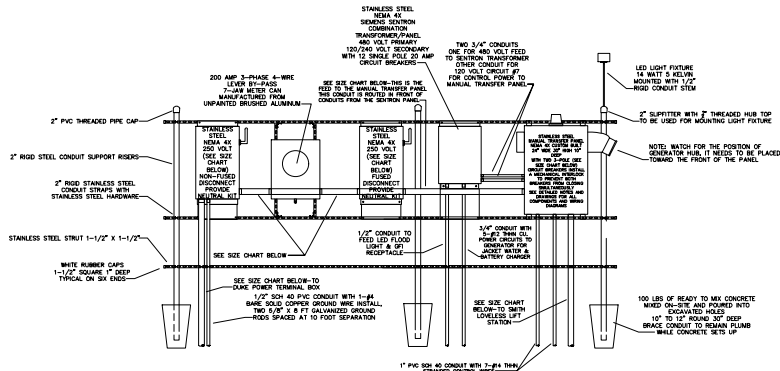
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DESIGNED BY: HKM/A
DRAWN BY: JML
CHECKED BY: RMM
DRAWING FILE: 2020-19194-01_2014
DATE: 11/14/2014
SHEET: 2000-0000

City of Deland
2020.01.31
1426004-0500

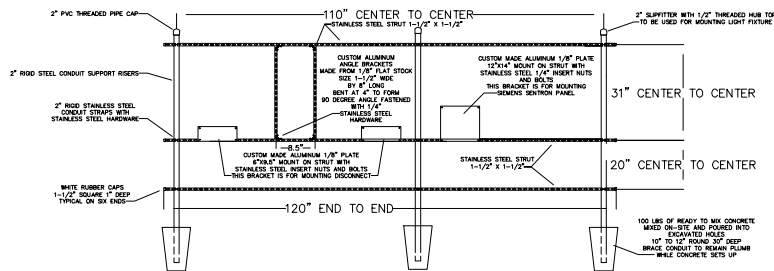
SHEET C28 OF 36

NOTE: EXISTING PUBLIC LIFT-STATION AND ALL ELECTRICAL COMPONENTS TO REMAIN W/MODIFICATION AS SHOWN ON THESE PLANS.

DETAIL "C"



480 VOLT POWER RACK WITHOUT GENERATOR
AUTOMATIC TRANSFER SWITCH

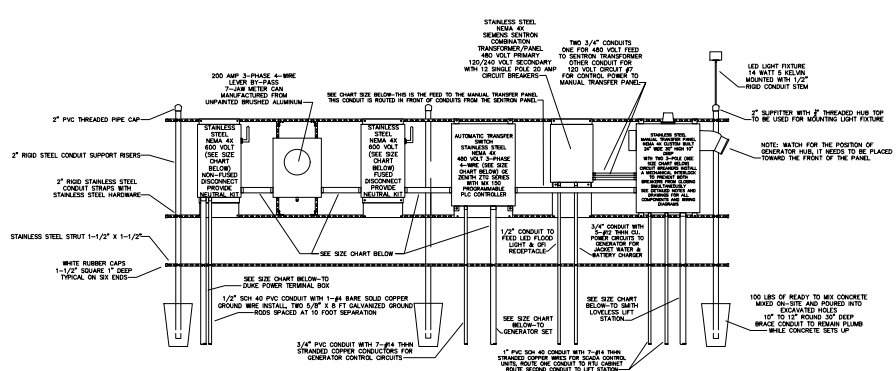


RACK FRAMING DETAILS
480 VOLT WITHOUT AUTOMATIC TRANSFER SWITCH

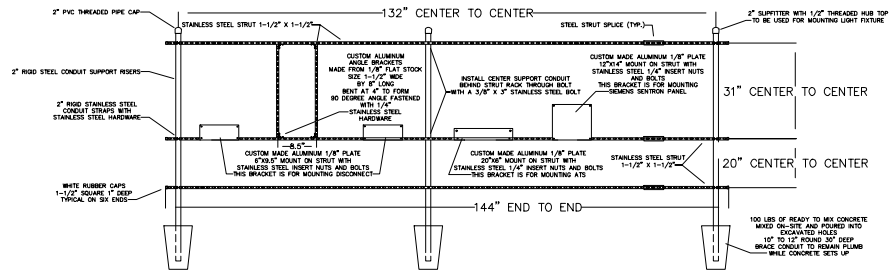
ELECTRICAL SERVICE DATA
STANDARD 2-PUMP WET WELL MOUNTED PUMP STATION

MAIN PUMP MOTOR SIZE		TOTAL STATION FULL LOAD AMPS		
RATED HP EACH	208 VOLT	230 VOLT	460 VOLT	
1	17.6	15.3	7.6	
1-1/2	21.8	18.9	9.5	
2	25.9	22.5	11.3	
3	33.1	28.8	14.5	
5	47.7	41.4	20.7	
7-1/2	65.3	56.7	28.4	
10	80.8	70.2	35.1	
15	117.0	101.7	50.9	
20	148.1	128.7	64.4	
25	190.44	160.2	80.1	
30	215.3	187.2	93.6	
40	—	—	120.6	
50	—	—	150.0	

DETAIL "D"



480 VOLT POWER RACK WITH GENERATOR
WITH AUTOMATIC TRANSFER SWITCH



RACK FRAMING DETAILS
480 VOLT WITH AUTOMATIC TRANSFER SWITCH

ELECTRICAL SERVICE DATA
STANDARD 3-PUMP WET WELL MOUNTED PUMP STATION

MAIN PUMP MOTOR SIZE	TOTAL STATION FULL LOAD AMPS			
	RATED HP EACH	208 VOLT	230 VOLT	460 VOLT
1	27.3	23.7	11.9	
1-1/2	33.3	28.9	14.5	
2	39.3	34.1	17.1	
3	49.6	43.2	21.6	
5	70.6	61.4	30.7	
7-1/2	96.1	83.5	41.8	
10	118.5	103.0	51.5	
15	170.9	148.5	74.3	
20	215.7	187.5	93.8	
25	—	—	116.5	
30	—	—	136.0	
40	—	—	175.0	
50	—	—	217.3	

Index No.
30800
SHEET 3 OF 3

CONTROL GENERATOR RECEPTACLE PANEL

- ENCLOSURE: NEMA 4K STAINLESS, 304 GRADE, 1/4 GAUGE, GASKETED, 1/4 BRUSHED FINISH, UL, AND CSA APPROVED, HASP AND STAPLE FOR PADLOCKING, INSIDE PRINT POCKET; STAINLESS STEEL INVOICE MIN. SIZE 24" X 36" X 1/4" FOR UP TO 15 HP.
- MAIN BREAKER: SQUARE D HEAVY DUTY SIZED PROPERLY FOR FULL LOAD OF STATION PLUS 25%.
- EMERGENCY STOP: SQUARE D HEAVY DUTY SIZED PROPERLY FOR FULL LOAD OF STATION PLUS 25%.
- WATER INTRUSION: ALL ALUMINUM AND STAINLESS STEEL W/ POSITIVE MEANS OF LOCKING OFF BREAKER NOT IN USE. THE BREAKERS WILL PROTECT THROUGH POWER DOORS.
- RECEPTACLE: RUSSELL STOLL RS1044R (230 VOLT ONLY), MELTRIC PART K37-88047 (480 VOLT ONLY).
- ANGLE ADAPTER: RUSSELL STOLL JARS 10 30 DEGREE ADAPTER.
- LIGHTNING ARRESTOR: HEAVY DUTY, SQUARE D PIN SCSA3880, OR INTERMATIC ASD500 600V.
- PHASE MONITOR: DIVERSIFIED PIN SCSA 250-5A 8 PIN WITH A.G. AND N.C. CONTACTS WIRE TO TERMINAL FOR RTU EQUIPMENT.
- HIGH WATER ALARM: RED, LEXAN, WIND EXTERNAL SCREWS.
- HIGH WATER ALARM: RED, LEXAN, WIND EXTERNAL SCREWS.
- ALARM HORN: RED, WHEELCO PIN 311-115 MOUNTED TO RED WEATHER PROOF CAST BOX ON EXTERIOR OF ENCLOSURE.
- ALARM HORN: RED, WHEELCO PIN 311-115 MOUNTED TO RED WEATHER PROOF CAST BOX ON EXTERIOR OF ENCLOSURE.
- ALARM RECEPTACLE: SQUARE D OR OMRON 8 PIN DOUBLE POLE DOUBLE THROW WIRING TO RTU TERMINAL.
- ALARM RECEPTACLE: SQUARE D OR OMRON 8 PIN DOUBLE POLE DOUBLE THROW WIRING TO RTU TERMINAL.
- ENCL. BACKPLATE: ALUMINUM 1/4 GAUGE.
- TERMINAL STRIP: BUCHANAN PIN 800.
- GROUND LUG: BUCHANAN PIN 804.
- NEUTRAL LUG: BUCHANAN PIN 804.
- MAIN LOAD LUG: SQUARE D PIN LUG.
- LABELS: ALL BREAKERS AND SWITCHES TO BE IDENTIFIED BY PERMANENTLY ATTACHED LABEL TO PANEL DOOR INTERIOR.
- MOUNTING SCREWS: STAINLESS STEEL 304.
- SCHEMATIC: WGS, PHOTOGRAPHIC COATING AND ATTACHED TO PANEL DOOR INTERIOR.
- MANUFACTURER: STACON, EGS OR CITY OF ISLAND APPROVAL.
- RTU: DATA FLOW MELBOURNE FLA RTU, 2ND OR EQUAL, TO BE INSTALLED BY CITY DEVELOPER TO BEAR ALL COSTS.
- PROVIDE SPARE PARTS - SEE SPARE PARTS LIST.
- WET WELL TO BE COATED INSIDE AND OUT WITH MIN. 2 MILS OF COAL TAR EPOXY.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

DATE	BY	DESCRIPTION
1/1/2021	JAC	REVISED PER CITY COMMENTS DATED 1/2/21
2/1/2021	JAC	REVISED PER CITY COMMENTS DATED 2/2/21
3/1/2021	JAC	REVISED PER CITY COMMENTS DATED 3/2/21
4/1/2021	JAC	REVISED PER CITY COMMENTS DATED 4/2/21
5/1/2021	JAC	REVISED PER CITY COMMENTS DATED 5/2/21
6/1/2021	JAC	REVISED PER CITY COMMENTS DATED 6/2/21
7/1/2021	JAC	REVISED PER CITY COMMENTS DATED 7/2/21
8/1/2021	JAC	REVISED PER CITY COMMENTS DATED 8/2/21
9/1/2021	JAC	REVISED PER CITY COMMENTS DATED 9/2/21
10/1/2021	JAC	REVISED PER CITY COMMENTS DATED 10/2/21
11/1/2021	JAC	REVISED PER CITY COMMENTS DATED 11/2/21
12/1/2021	JAC	REVISED PER CITY COMMENTS DATED 12/2/21

MANCHESTER NEIGHBORHOOD
PHASE 1A
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS

PROJECT NO. 20-10194

DRAWN BY: JAC

CHECKED BY: JAC

DATE: 1/1/2021

SCALE: AS SHOWN

DATE: 1/1/2021

SCALE: AS SHOWN

DATE: 1/1/2021

SCALE: AS SHOWN

DATE: 1/1/2021

SCALE: AS SHOWN

DATE: 1/1/2021

SCALE: AS SHOWN

DATE: 1/1/2021

SCALE: AS SHOWN

DATE: 1/1/2021

SCALE: AS SHOWN

DATE: 1/1/2021

SCALE: AS SHOWN

DATE: 1/1/2021

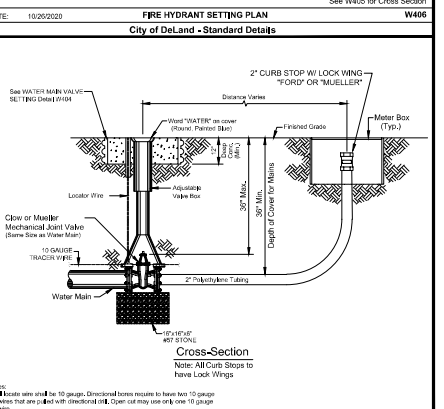
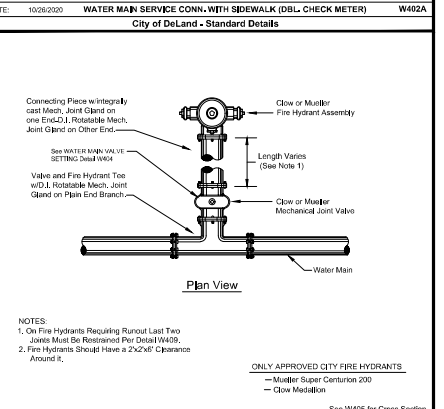
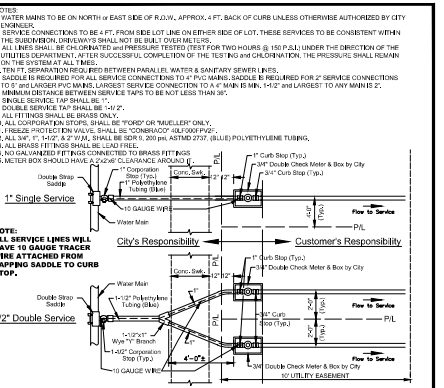
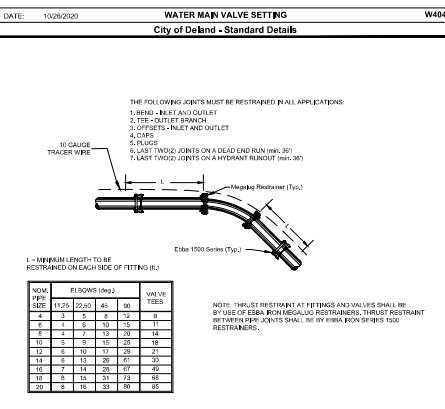
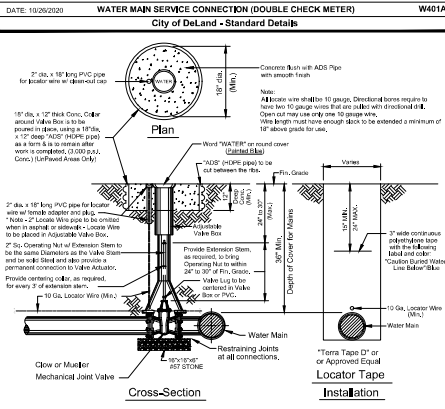
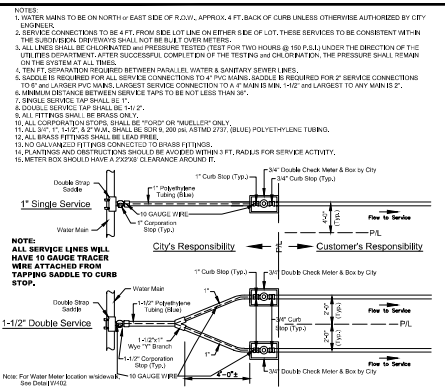
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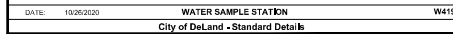
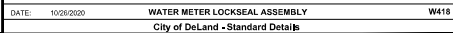
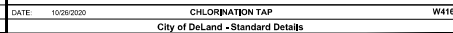
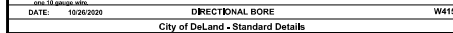
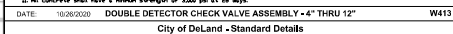
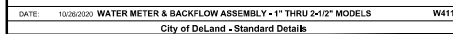
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DATE: 1/1/2021

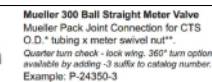
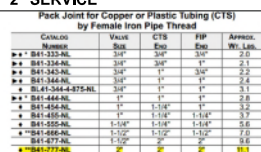
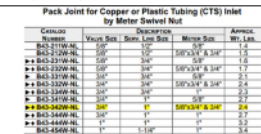
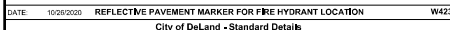
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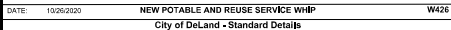


DATE: 10/26/2020	WATER PIPE SEPERATION REQUIREMENTS	W420
City of DeLand - Standard Details		



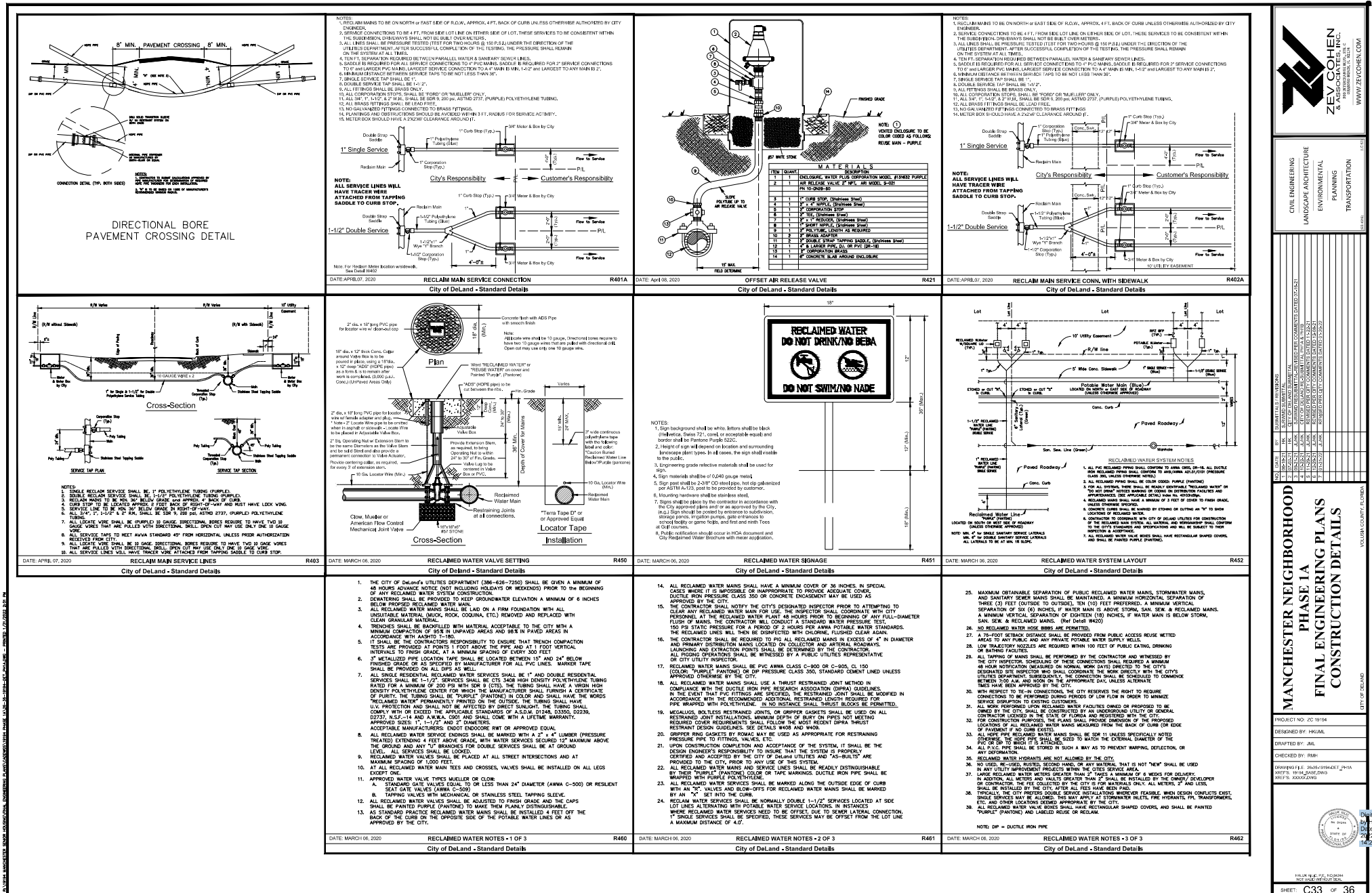


Mueller 300 Ball Curb Valve
Inlet: Mueller Pack Joint
Connection for CTS O.D.* tubing
Outlet: F.I.P. thread
 Quarter turn check-this valve may be ordered with 360° turn option by adding -3 to end of catalog number
 (P-25172-3)



LAST REVISION 11/01/18	DESCRIPTION:	 FY 2020-21 STANDARD PLANS	PAVEMENT MARKINGS	INDEX 711-001	SHEET 10 of 13
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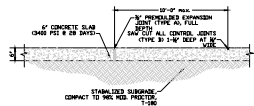
ZEV COHEN & ASSOCIATES, INC.
 MANUFACTURING & CONSTRUCTION

CIVIL ENGINEERING
 LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL
 PLANNING
 TRANSPORTATION

MANCHESTER NEIGHBORHOOD PHASE 1A FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

PROJECT NO. 22-1914
 DESIGNED BY: JML
 CHECKED BY: RMM
 DRAWING NO. 22-1914-01-100
 DATE: 01/11/2024
 SHEET: 22-1914-01-100

DATE: 01/11/2024
 SHEET: 22-1914-01-100

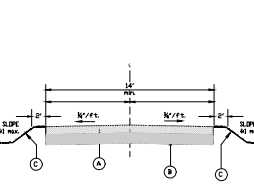


CONCRETE HANDICAP PARKING SECTION DETAIL
N.T.S.

NOTES:
1. ALL CONCRETE JOINTS ARE TO BE BY PROVEN SYNTHETIC OR RECYCLED CONCRETE JOINTS.
2. ALL CONCRETE JOINTS ARE TO BE BY PROVEN SYNTHETIC OR RECYCLED CONCRETE JOINTS.
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9. ALL CONCRETE JOINTS ARE TO BE BY PROVEN SYNTHETIC OR RECYCLED CONCRETE JOINTS.
10. ALL CONCRETE JOINTS ARE TO BE BY PROVEN SYNTHETIC OR RECYCLED CONCRETE JOINTS.

CONCRETE HANDICAP PARKING SECTION DETAIL

N.T.S.



TYPICAL ASPHALT PAVEMENT SECTION DETAIL
N.T.S.

NOTES:
1. ALL MATERIALS ARE TO BE APPROVED BY THE CITY ENGINEER AND THE PROJECT'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
2. ALL MATERIALS ARE TO BE APPROVED BY THE CITY ENGINEER AND THE PROJECT'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
3. ALL MATERIALS ARE TO BE APPROVED BY THE CITY ENGINEER AND THE PROJECT'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
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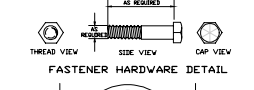
EMERGENCY EQUIPMENT ACCESS ROAD SECTION DETAIL

N.T.S.



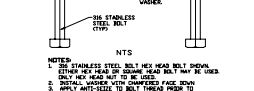
STOP SIGN INSTALLATION DETAIL (FDOT TYPE R1-1)

N.T.S.



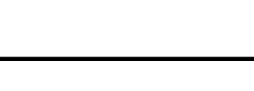
FASTENER HARDWARE DETAIL

N.T.S.



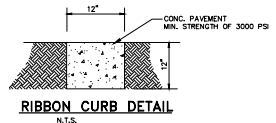
316 STAINLESS STEEL SIGN MOUNTING HARDWARE DETAIL

N.T.S.



CITY STREET NAME SIGN INSTALLATION DETAIL

N.T.S.



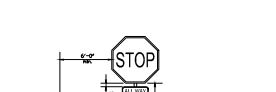
RIBBON CURB DETAIL

N.T.S.



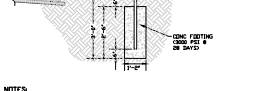
PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



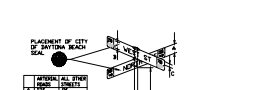
STANDARD SIGN INSTALLATION DETAIL (FDOT TYPE R11-1)

N.T.S.



HANDICAP PARKING SIGN DETAIL (FDOT TYPE R7-8)

N.T.S.



CITY STREET NAME SIGN INSTALLATION DETAIL

N.T.S.



RIBBON CURB DETAIL

N.T.S.



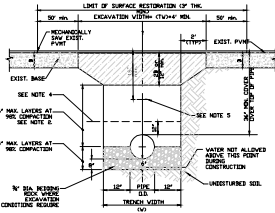
PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



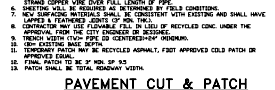
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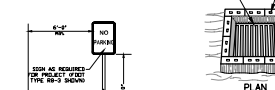
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N.T.S.



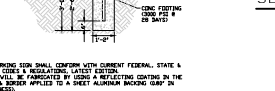
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STANDARD SIGN INSTALLATION DETAIL (FDOT TYPE R11-1)

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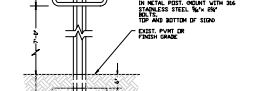
HANDICAP PARKING SIGN DETAIL (FDOT TYPE R7-8)

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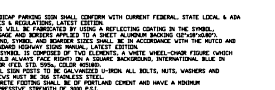
CITY STREET NAME SIGN INSTALLATION DETAIL

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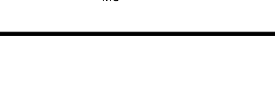
RIBBON CURB DETAIL

N.T.S.



PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



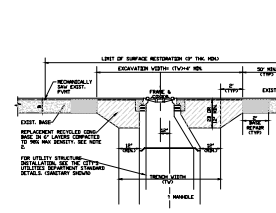
SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



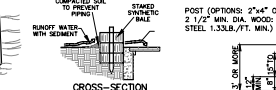
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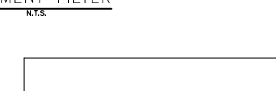
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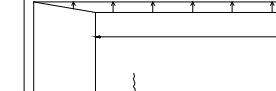
STANDARD SIGN INSTALLATION DETAIL (FDOT TYPE R11-1)

N.T.S.



HANDICAP PARKING SIGN DETAIL (FDOT TYPE R7-8)

N.T.S.



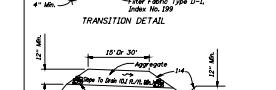
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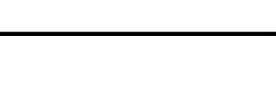
RIBBON CURB DETAIL

N.T.S.



PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



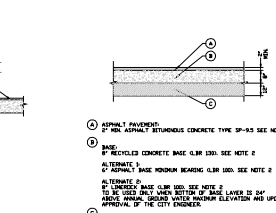
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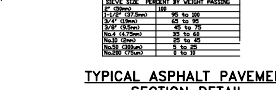
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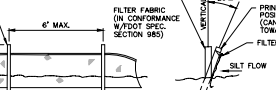
PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



SYNTHETIC BALE FILTER INLET DETAIL

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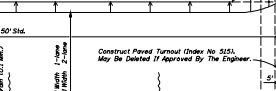
STANDARD SIGN INSTALLATION DETAIL (FDOT TYPE R11-1)

N.T.S.



HANDICAP PARKING SIGN DETAIL (FDOT TYPE R7-8)

N.T.S.



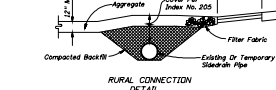
CITY STREET NAME SIGN INSTALLATION DETAIL

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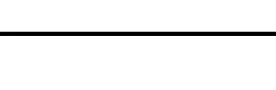
RIBBON CURB DETAIL

N.T.S.



PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



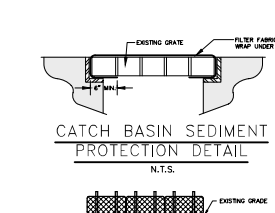
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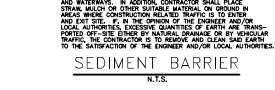
SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



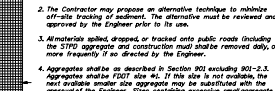
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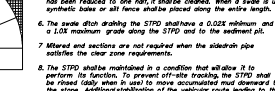
HANDICAP PARKING SIGN DETAIL (FDOT TYPE R7-8)

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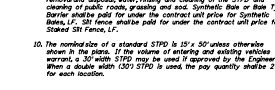
CITY STREET NAME SIGN INSTALLATION DETAIL

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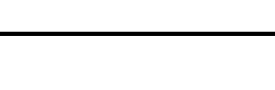
RIBBON CURB DETAIL

N.T.S.



PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



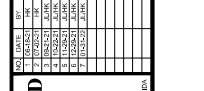
SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



STANDARD SIGN INSTALLATION DETAIL (FDOT TYPE R11-1)

N.T.S.



HANDICAP PARKING SIGN DETAIL (FDOT TYPE R7-8)

N.T.S.



CITY STREET NAME SIGN INSTALLATION DETAIL

N.T.S.



RIBBON CURB DETAIL

N.T.S.



PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.



SYNTHETIC BALE FILTER INLET DETAIL

N.T.S.

ZEV COHEN & ASSOCIATES
INCORPORATED
10000 W. 11TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE

ENVIRONMENTAL PLANNING

TRANSPORTATION

MANCHESTER NEIGHBORHOOD PHASE 1A FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

PROJECT NO. 2019-04

DESIGNED BY: JML

DRAWN BY: JML

CHECKED BY: JML

DATE: 10/20/2019

SCALE: AS SHOWN

MANCHESTER NEIGHBORHOOD PHASE 1A FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

PROJECT NO. 2019-04

DESIGNED BY: JML

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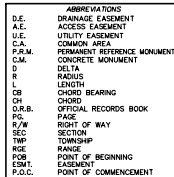
SCALE: AS SHOWN

MANCHESTER NEIGHBORHOOD PHASE 1A FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

BEGIN AT THE NORTHWEST CORNER OF LOT 19, SCARLETT SUBDIVISION, AS RECORDED IN PLAT BOOK G, PAGE 660 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S01°31'47"E ALONG THE WESTERLY LINE OF LOT 19 AND ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 481.26 FEET TO THE POINT OF BEGINNING; THENCE N82°26'48"E, 151.50 FEET; THENCE N01°31'32"W, 138.98 FEET; THENCE N82°26'48"E, 122.53 FEET; THENCE S01°31'32"W, 143.93 FEET; THENCE N88°39'21"E, 38.28 FEET; THENCE N01°26'49"W, 70.62 FEET; THENCE N85°33'08"E, 35.14 FEET TO THE POINT OF BEGINNING OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, SAID PUBLIC RECORDS; THENCE S01°32'25"E ALONG SAID WEST LINE, 605.84 FEET TO THE SOUTH LINE OF SAID PROPERTY; THENCE N82°26'15"E ALONG SAID SOUTH LINE, 632.98 FEET TO THE WESTERLY RIGHT OF WAY LINE OF N. STONE STREET, A 60.00 FOOT WIDE RIGHT OF WAY; THENCE S01°301"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 20.00 FEET; THENCE S89°26'15"E, 402.54 FEET TO THE EAST LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6318, PAGE 1061, SAID PUBLIC RECORDS; THENCE S01°23'43"E ALONG SAID EAST LINE, 120.83 FEET; THENCE S89°19'05"W, 893.88 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE N01°31'47"W ALONG SAID WEST LINE, 672.19 FEET TO THE POINT OF BEGINNING.

- * DENOTES SET PERMANENT REFERENCE MONUMENT (P.R.M.) AT "X" 4" X 4" CONCRETE MONUMENT STAMPED "LB 3019 PFM"
- * DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- NOTES:
1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL BE THE BASIS FOR ANY FUTURE RECORDING OF INTERESTS IN SUCH LANDS. NO OTHER ORAL OR DIGITAL FORM OF THE PLAT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN ANY INSTRUMENT OF RECORD.
2. BEARING STRUCTURE IS BASED ON STATE PLANE COORDINATES (FLORIDA EAST ZONE, NAD 1983) WITH THE BEARING ON THE WEST LINE OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 17E, MERIDIAN 8W.
3. THE LAND IS SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS SEE OFFICIAL RECORDS BOOK _____ PAGE ____ OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA
4. ERROR OF CLOSURE MEETS OR EXCEEDS THE 1 IN 10,000 REQUIREMENT.
5. THESE ROAD RIGHTS AND EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATIONS OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, THAT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATIONS SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT THE INSTALLATION OR MAINTENANCE OF CABLE TELEVISION SERVICES WOULD CAUSE DAMAGE TO ANY OF THE UTILITIES, THE USER SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO EASEMENTS GRANTED BY A COURT ORDER OR BY A DEED, CONTRACT, AGREEMENT, OR BY ANY OTHER PUBLIC ACT. ALL SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATIONS SHALL COMPLY WITH THE APPLICABLE FEDERAL, STATE AND LOCAL LAWS AS ADOPTED BY THE FLORIDA PUBLIC UTILITY COMMISSION. (F.U.C. 367.001-367.005)



CERTIFICATE OF APPROVAL OF THE DESIGN AND
INSTALLATION OF STREETS, UTILITIES, AND OTHER
REQUIRED IMPROVEMENTS

DATE: _____, 20__
BY: _____
CITY ENGINEER

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

DATE: _____, 20____

SIGNATURE: _____

FLORIDA P.L.S./P.S.M. NO.: _____

PRINTED NAME: _____

CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

MAYOR, CITY OF DELAND

STATE OF FLORIDA

www.sifigerassociates.com

PLAT BOOK _____ PAGE _____

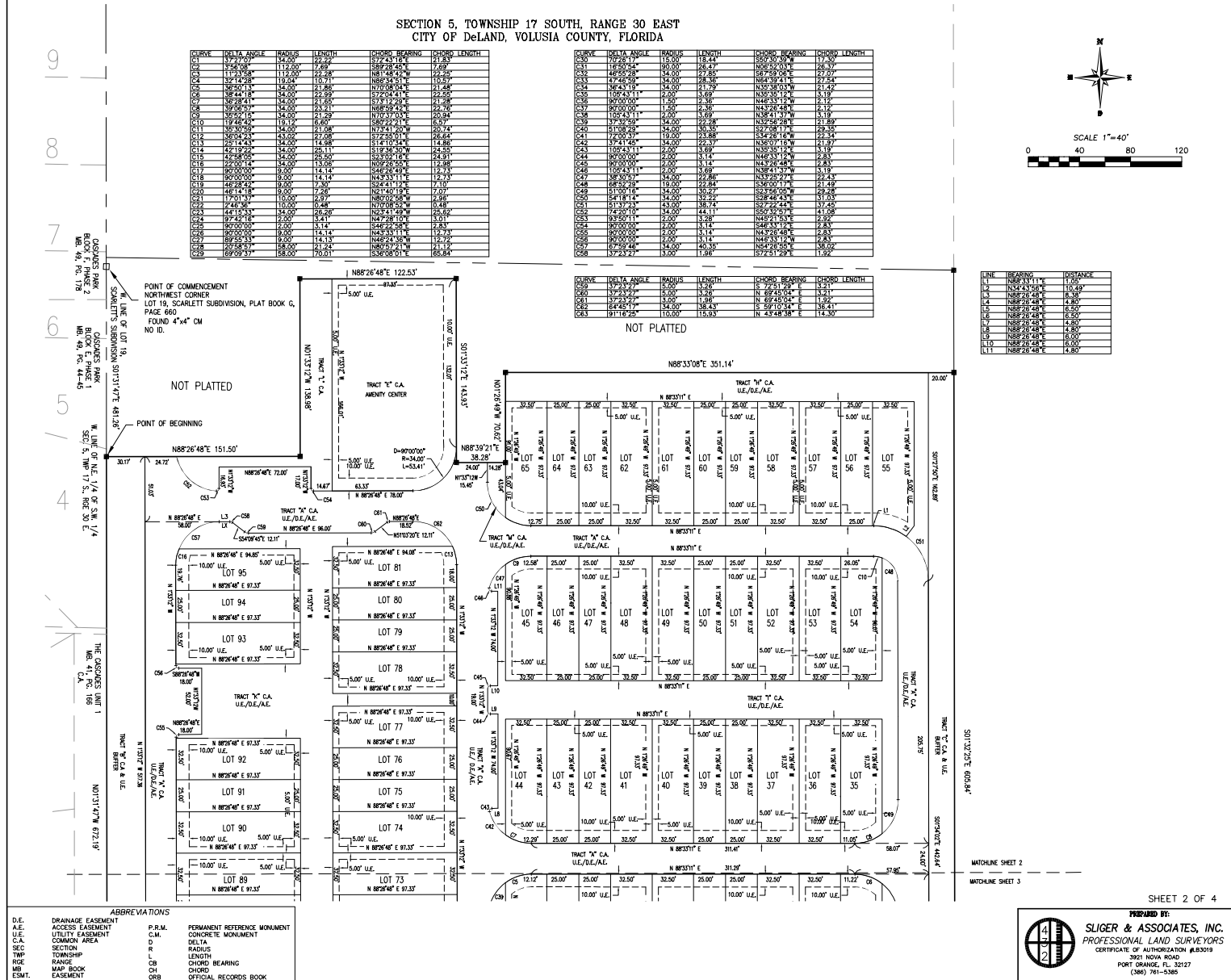
SCALE 1"=40'

[illegible][illegible]

CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C59	37°23'27"	5.00'	3.26'	S 72°51'29" E	3.21'
C60	37°23'27"	5.00'	3.26'	N 69°45'04" E	3.21'
C61	37°23'27"	3.00'	1.96'	N 69°45'04" E	1.92'
C62	64°45'17"	34.00'	38.43'	S 59°10'34" E	36.41'
C63	91°16'25"	10.00'	15.93'	N 43°48'38" E	14.30'

NOT PLATTED

LINE	BEARING	DISTANCE
L1	N88°33'11"E	1.05'
L2	N34°43'58"E	10.49'
L3	N88°26'48"E	8.38'
L4	N88°26'48"E	4.80'
L5	N88°26'48"E	6.50'
L6	N88°26'48"E	6.50'
L7	N88°26'48"E	4.80'
L8	N88°26'48"E	4.80'
L9	N88°26'48"E	6.00'
L10	N88°26'48"E	6.00'
L11	N88°26'48"E	4.80'



SHEET 2 OF 4

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION #LB3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

MANCHESTER NEIGHBORHOOD PD PHASE 1A

PLAT BOOK _____ PAGE _____

SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

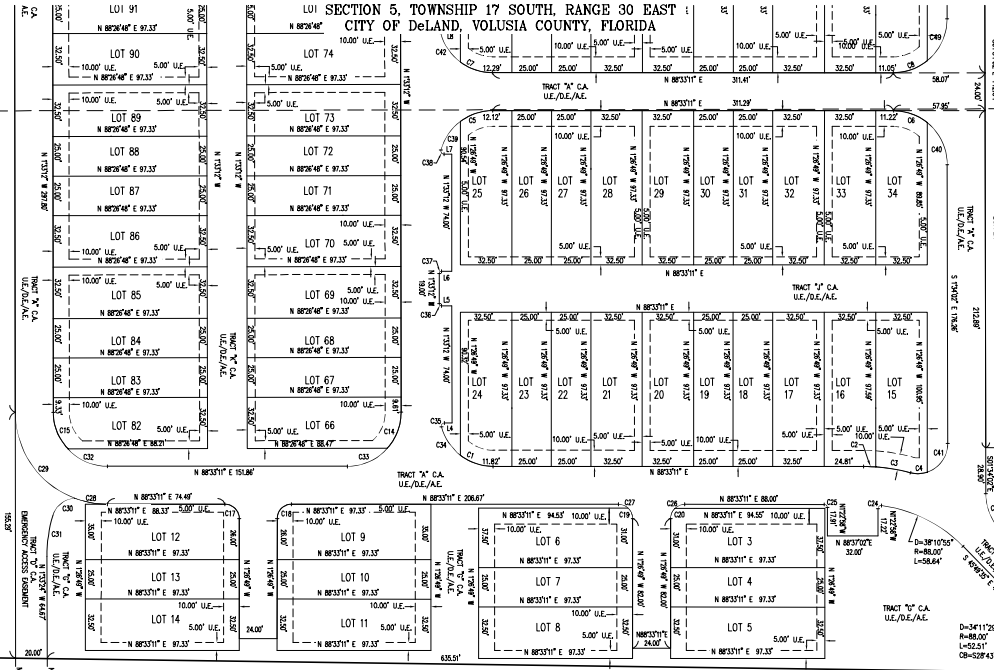


SCALE 1"=40'
0 40 80 120

SOUTHWEST CORNER
OF ORB 5511, PG 4784

SOUTH LINE ORB 5511,

015147'W 522.19'
TRACT "V" C.A. & U.E.
THE OCEANVIEW UNIT 1 W. LINE OF N.E. 1/4 OF SW 1/4
WB 41, PG. 166 SEC. 5, TWP 17 S., RGE 30 E.



NOT PLATTED

CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C01	137.221°	14.00'	22.22'	S89°21'42"E	13.83'
C02	174.908°	112.00'	7.69'	S89°28'42"E	7.69'
C03	117.558°	112.00'	22.82'	N89°21'42"E	13.83'
C04	132.148°	19.64'	10.91'	N89°28'42"E	10.91'
C05	98.448°	34.00'	21.89'	N70°00'00"E	21.89'
C06	98.448°	34.00'	21.89'	N70°00'00"E	21.89'
C07	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C08	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C09	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C10	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C11	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C12	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C13	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C14	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C15	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C16	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C17	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C18	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C19	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C20	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C21	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C22	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C23	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C24	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C25	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C26	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C27	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C28	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C29	122.222°	34.00'	21.89'	N70°00'00"E	21.89'
C30	122.222°	34.00'	21.89'	N70°00'00"E	21.89'

CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C31	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C32	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C33	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C34	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C35	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C36	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C37	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C38	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C39	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C40	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C41	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C42	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C43	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C44	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C45	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C46	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C47	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C48	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C49	122.222°	15.00'	18.44'	S89°21'42"E	13.83'
C50	122.222°	15.00'	18.44'	S89°21'42"E	13.83'

LINE	BEARING	DISTANCE
L01	N89°33'11"E	1.00'
L02	N89°33'11"E	1.00'
L03	N89°33'11"E	1.00'
L04	N89°33'11"E	1.00'
L05	N89°33'11"E	1.00'
L06	N89°33'11"E	1.00'
L07	N89°33'11"E	1.00'
L08	N89°33'11"E	1.00'
L09	N89°33'11"E	1.00'
L10	N89°33'11"E	1.00'

ABBREVIATIONS	
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
C.A.	COMMON AREA
SEC	SECTION
TWP	TOWNSHIP
RNG	RANGE
MB	MAP BOOK
ESMT.	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
DELTA	DELTA
RADIUS	RADIUS
LENGTH	LENGTH
CHORD BEARING	CHORD BEARING
CHORD	CHORD
ORB	OFFICIAL RECORDS BOOK

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION #83019
3801 NOVA ROAD
PORT ORANGE, FL 32127
(386) 781-5385

SHEET 3 OF 4

PLAT BOOK _____ PAGE _____

SCALE 1"=40'



CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C2	5°56'08"	1112.00	7.69	S89°28'45"E	7.69
C3	11°23'58"	1112.00	22.28	N81°48'42"W	22.25
C4	32°14'28"	19.04	10.71	N86°34'51"E	10.57
C21	17°01'37"	10.00	2.97	N02°00'58"W	2.98
C22	24°30'58"	10.00	4.08	N70°08'55"W	0.48
C23	24°15'33"	82.00	26.78	N83°49'49"E	26.82
C24	97°42'16"	2.00	3.41	N47°28'10"E	5.01
C63	91°16'25"	10.00	15.93	N43°48'38"E	14.30

SOUTHWEST CORNER
OF ORB 5511, PG 4784

SOUTH LINE ORB 5511, PG 4784

N89°26'15"E 632.98'

S89°26'15"W 402.54'

20.00 FEET SOUTH OF AND
PARALLEL TO SOUTH LINE
OFFICIAL RECORDS BOOK 5511, PAGE 4784

DRAINAGE EASEMENT
 OFFICIAL RECORDS BOOK _____, PAGE _____

PG 106

NOT 23° 43' W 17.2

292

7

1.

100

 $\frac{1}{2}$

1

19.95

62/19

—

134

1000

ABBREVIATIONS

ABBREVIATIONS			
D.E.	DRAINAGE EASEMENT	P.R.M.	PERMANENT REFERENCE MONUMENT
A.E.	ACCESS EASEMENT	C.M.	CONCRETE MONUMENT
U.E.	UTILITY EASEMENT	D	DELTA
C.A.	COMMON AREA	R	RADIUS
SEC	SECTION	L	LENGTH
TWP	TOWNSHIP	CHORD	CHORD BEARING
RGE	RANGE	CB	CHORD
MB	MAP BOOK	ORH	OFFICIAL RECORDS BOOK
ESMT.	EASEMENT		

SHEET 4 OF 4



PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION #LB3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

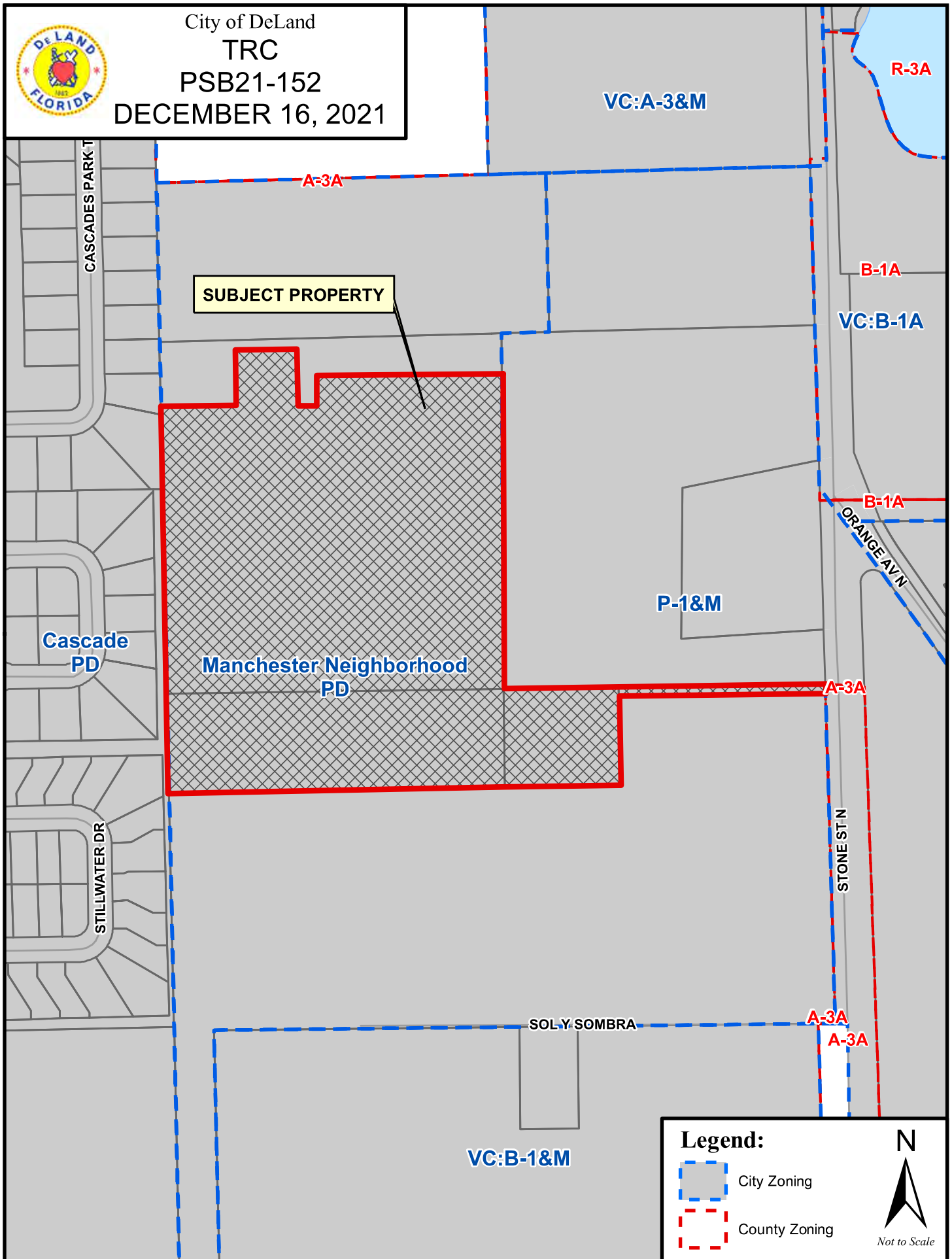


City of DeLand
TRC
PSB21-152
DECEMBER 16, 2021





City of DeLand
TRC
PSB21-152
DECEMBER 16, 2021



CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Resolution Approving Preliminary Plat, Manchester Neighborhood PD Phase 1B.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Resolution, Staff Report (PSB21-153), Preliminary Plat - Manchester Ph 1B, Phase B - Final Plat (Draft), Aerial PH 1B, Zoning and Location Map

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

The applicant, Howard Lefkowitz, Manchester Communities, has submitted an application for the review and approval of a preliminary plat, Manchester Neighborhood Phase 1B. The subject property, containing 7.32 acres, is located at 801 Sol Y Sombra., on the west side of N. Stone St, just north of the Advent Health Hospital DeLand property. The applicant seeks to develop the subject property into a 61-lot townhome subdivision. Once Phase 1A is completed, the subdivision will be a combined total of 156 townhome lots. All lots in the proposed subdivision will be required to meet the minimum dimensions outlined in the Manchester PD Agreement. The dwellings will be 1-2-story buildings, of 2-4 units each. All units within 200' of the western property boundary will be limited to 1-story buildings only (maximum 28' in height). The units will be owned individually, with an association maintaining the common areas of the community, including the internal drive. The individual lots will be 100' x 40' in size. A 30-ft. landscape buffer with a 6-ft. vinyl fence will be provided between the project and the adjacent single-family lots to the west. Access will be via N. Stone St.; a secondary emergency access point will be from the property to W. Plymouth Ave. The comments contained in the staff report still need to be addressed, along with any comments from the Planning Board and any from the City Commission. After complying with the comments, the developer will be allowed to begin construction of the infrastructure.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The following remaining comments still need to be addressed:

Forestry Dept. revised comments:

1. Please provide mitigation and maintenance plan.
2. The irrigation plan needs to be part of these plans. Please add relevant information from the attached document to your plans. The number and location of plants irrigated needs to match what is shown on this set of plans.
3. Change 104 to 89 and 460 to 277 for Protected Tree Replacement Calculations. Also change 257 to 216, 356 to 103, 13 to 29, and 14 to 90.
4. Add information showing trees that will remain on site.
5. Palms can only be used towards 25% of your total replacement requirement. So, only 80" DBH can count towards replacement (Sec. 33-57.15). This would change your total replacement provided to 561" DBH (not 1,141). It would also change your excess DBH from 894.83 to 244.
6. Change 244.17 to 317" DBH for total replacement. This is either a math error or an error in the calculations above. Please correct whichever is incorrect. This will also need to be fixed on the right side of the page.
7. Change 29.67 to 30, change 138.50 to 139, 34.33 to 34, and 9.67 to 10.

At their January 19, 2021 meeting, the Planning Board recommended approval of the preliminary plat, with the following recommendations. The applicant submitted a revised development plan to address the comments from the Planning Board. How each comment was addressed by the revised agreement is shown in parentheses.

Planning Board Comments January 19, 2022:

1. Ensure lot dimensions are consistent with the PD; (Awaiting applicant's response)
2. Provide sidewalk access along access road; (Awaiting applicant's response)
3. Verify utility connections are to be either private or public. (Awaiting applicant's response)

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE PRELIMINARY SUBDIVISION PLAT FOR MANCHESTER NEIGHBORHOOD PD, PHASE 1B, LOCATED ON THE WEST SIDE OF NORTH STONE STREET, NORTH OF WEST PLYMOUTH AVENUE; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Howard Lefkowitz, of Manchester Communities, has submitted a proper and complete application under Chapter 33, Article 13 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for approval of a preliminary subdivision plat for Manchester Neighborhood PD, Phase 1B, located on the west side of north Stone Street, north of west Plymouth Avenue; and

WHEREAS, the applicant intends to develop Phase 1B of the residential portion of the subject property to consists of 61 attached, age restricted townhome lots; and

WHEREAS, on January 19, 2022, the Planning Board recommended approval of the Preliminary Plat with conditions.

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

Section 1. The City Commission hereby approves the preliminary subdivision plat for Manchester Neighborhood PD, Phase 1B, located on the west side of north Stone Street, north of west Plymouth Avenue, on the following conditions:

Forestry Dept. comments:

1. The applicant shall provide mitigation and maintenance plan.
2. The irrigation plan needs to be part of these plans. Add relevant information from the attached document to your plans. The number and location of plants irrigated needs to match what is shown on this set of plans.
3. The applicant shall change 104 to 89 and 460 to 277 for Protected Tree Replacement Calculations. Also change 257 to 216, 356 to 103, 13 to 29, and 14 to 90.
4. Add information showing trees that will remain on site.
5. Palms can only be used towards 25% of your total replacement requirement. So, only 80" DBH can count towards replacement (Sec. 33-57.15). This would change your total replacement provided to 561" DBH (not 1,141). It would also change your excess DBH from 894.83 to 244.
6. The applicant shall change 244.17 to 317" DBH for total replacement. This is either a math error or an error in the calculations above. Please correct whichever is incorrect. This will also need to be fixed on the right side of the page.
7. The applicant shall change 29.67 to 30, change 138.50 to 139, 34.33 to 34, and 9.67 to 10.

Planning Board Comments:

1. Ensure lot dimensions are consistent with the Planned Development.
2. Provide sidewalk access along access road.
3. Verify utility connections are to be either private or public.

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

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

PASSED AND DULY ADOPTED this 21st day of February, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

**PLANNING STAFF REPORT
To
PLANNING BOARD**

January 19, 2022

APPLICATION: PSB21-153

SUBJECT: Preliminary Plat for Manchester Phase 1B

1. Location: West side of N. Stone St., north of W. Plymouth Ave.

2. Applicant: Howard Lefkowitz, Manchester Communities

3. Size: +/- 7.32 acres

4. Existing Zoning & Land Use:
Land Use: Low Density Residential
Zoning: Manchester PD
Overlay: Community Health Overlay

5. Surrounding Conditions:

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: Urban Low Intensity	VC: A-3&M; VC: A-3
South:	VC: Commercial	VC: B-1&M
East:	Mixed-Office Residential	VC: P-1&M
West:	Low Density Residential; Mixed-Office Residential	Cascades PD; C-1

6. Applicable Regulations:
Sec. 33-146.05. *Subdivision of Land.*
Manchester Planned Development Agreement

7. Physical Characteristics:
The subject property is located on the west side of N. Stone St., north of W. Plymouth Ave. The north side of the property is sparsely wooded, and the south side of the property is heavily wooded with mature trees. The property lies outside of the 100-year floodplain and is clear of any wetlands.

8. Public Utilities and Service:

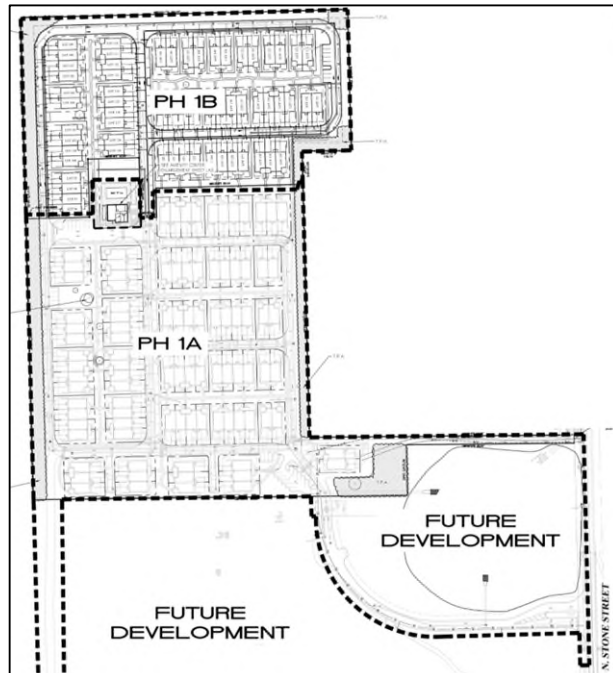
Water: The proposed development will be served by City potable water facilities.

Sewer: The proposed development will be served by City sanitary sewer facilities.

Irrigation: The proposed development will be served by City reclaimed water facilities.

9. Type of Development:

The proposed development is bordered by The Cascades residential PD to the west; transitional agriculture zoning to the north; assisted living & nursing facilities to the east; and medical uses to the south. The limits of the development were annexed into the City on July 26, 2006. (Ord. #2006-45) On April 23, 2021, the City Commission voted to approve a rezone for the subject property from the previously defunct Scarlet PD to the current Manchester PD (Ord. #2021-11). The northern 19.48 acres of the Manchester PD will be developed as residential townhomes. The southern 19.02 acres of the Manchester PD is labeled as “Future Tract” on the development plan.



The applicant seeks to develop Phase 1B of the residential portion of the subject property. Phase 1B consists of 7.32 acres and includes 61 attached, age-restricted townhome lots, an amenity/community center and a pool.

10. Analysis:

The residential portion will be gated-off from the rest of the development (Future Tract).

The future tract will allow for either additional residential units or for medical-support type uses, in-line with those listed and promoted by the Community Health Overlay (such as professional offices, clinics, nursing facilities, light retail, food services, etc.) Shared access for both sections of the PD will be off of S. Stone St., with a proposed emergency access-only drive (for the time-being) down to W. Plymouth Ave. Internal roadways will be private.

The total acreage of Phase 1A and Phase 1B equals to 19.48 acres. The code requires a minimum tree protection area of 15%. Therefore, the TPA must total at least 2.9 acres (15%). The applicant is splitting the 2.9 acres of total TPA amongst both phases, with Phase 1A providing 1 acre of TPA and Phase 1B providing 2 acres of TPA, providing a total of 3 acres of TPA in all (approximately 15.4% TPA).

Phase 1B of the proposed plat is consistent with the adopted PD agreement, concept plan, and applicable land development regulations.

At the December 16, 2021 Technical Review Committee meeting, members recommended the Preliminary Plat be forwarded on to the Planning Board, subject to the addressing of Staff comments. The following Staff comments remain:

Forestry Revised Comments:

1. Please provide mitigation and maintenance plan.
2. The irrigation plan needs to be part of these plans. Please add relevant information from the attached document to your plans. The number and location of plants irrigated needs to match what is shown on this set of plans.
3. Change 104 to 89 and 460 to 277 for Protected Tree Replacement Calculations. Also change 257 to 216, 356 to 103, 13 to 29, and 14 to 90.
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6. Change 244.17 to 317" DBH for total replacement. This is either a math error or an error in the calculations above. Please correct whichever is incorrect. This will also need to be fixed on the right side of the page.
7. Change 29.67 to 30, change 138.50 to 139, 34.33 to 34, and 9.67 to 10.

Recommendation:

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

L:\COMMDEV\PLANNING\SR\2021\SR-PSB21-153 Manchester 1B Preliminary Plat

MANCHESTER NEIGHBORHOOD PHASE 1B

CITY OF DELAND - VOLUSIA, COUNTY, FL
FINAL ENGINEERING PLANS

DEVELOPER:

MANCHESTER COMMUNITIES, LLC
300 INTERCHANGE BLVD, SUITE D
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 673-5650
FAX NUMBER:
CONTACT PERSON: HOWARD LEFKOWITZ
e-mail: hlefkowitz@manchestercommunities.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 PERSON: HALUK KILIC, P.E.
e-mail: hkilic@zevcohen.com

SURVEYOR:

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL. 32127
PHONE NUMBER: (386) 761-5385
FAX NUMBER: N/A
CONTACT PERSON: JOE ZAPERT, P.L.S.
e-mail: jzapert@sligerassociates.com

GEOTECHNICAL ENGINEER:

UNIVERSAL ENGINEERING SCIENCES, INC.
911 BEVILLE ROAD
SOUTH DAYTONA, FL 32119
PHONE NUMBER (386) 756-1105
FAX NUMBER (386) 760-4067
CONTACT PERSON: MICHAEL MOHNEY
e-mail: mmohney@universalengineering.com

LANDSCAPE ARCHITECT:

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES PHASE 1B CONSTRUCTION OF 61 SENIOR RESIDENTIAL TOWNHOME UNITS, ALONG WITH ACCESS ROADS, DRIVEWAYS, DRAINAGE CONTROL AND UTILITIES.

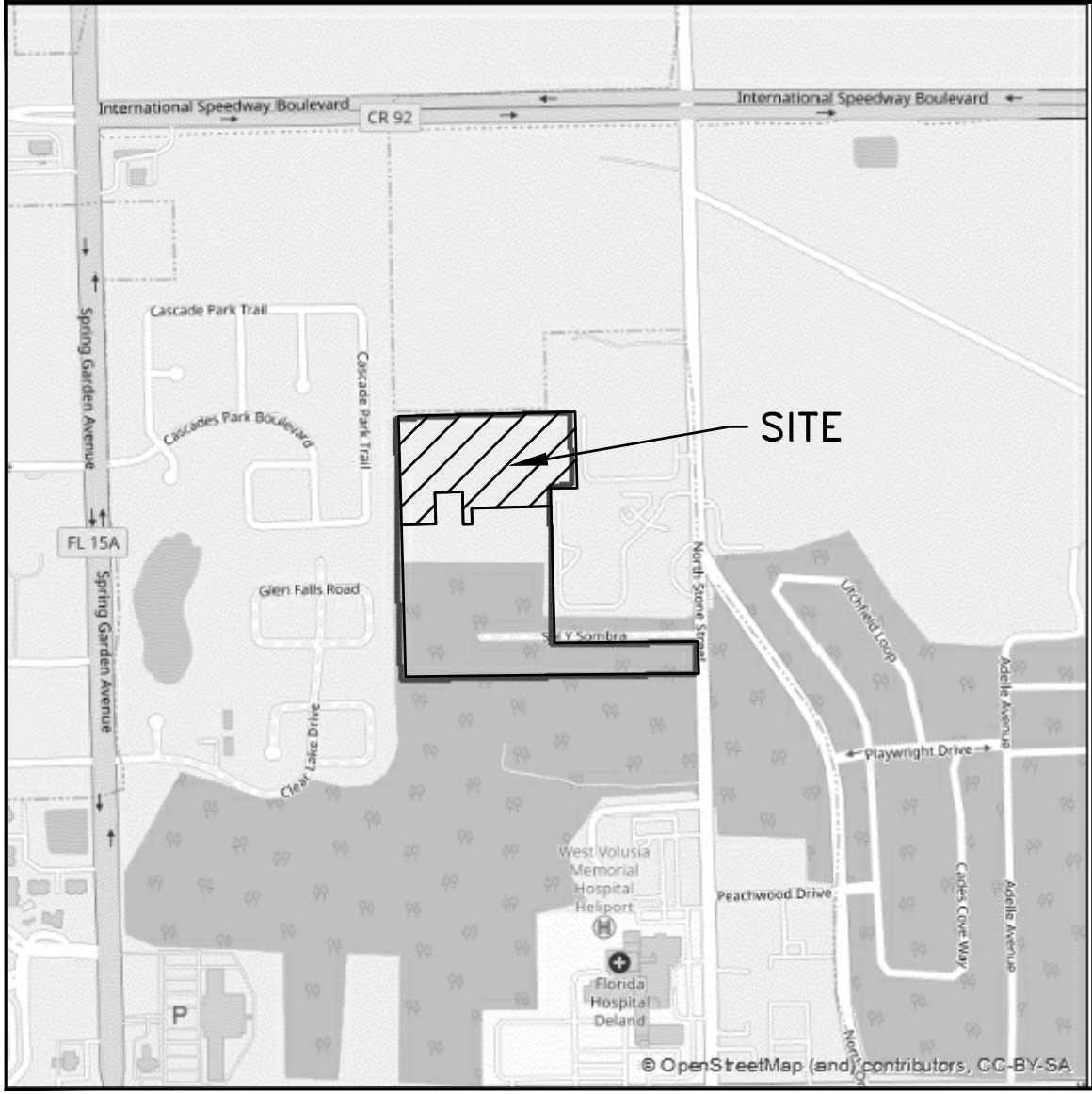
SITE INFORMATION:

SITE ADDRESS:	801 SOL Y SOMBRA, DELAND, FL 32720
TOTAL PD AREA:	38.5 AC
PROPOSED PROJECT AREA:	7.32 AC
TAX PARCEL I.D. #:	700500000078, 700503000190
EXISTING ZONING:	PLANNED DEVELOPMENT (PD) (COMMUNITY HEALTH OVERLAY)
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD) (COMMUNITY HEALTH OVERLAY)
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	SENIOR RESIDENTIAL (TOWNHOMES)
EXISTING FUTURE LAND USE:	LOW DENSITY RESIDENTIAL (LDR)
UNIT/LOT COUNT:	61
MIN. LOT AREA:	1000 SF
MIN. LOT WIDTH:	25 FT
UNIT/LOT DENSITY:	8.0 DU/ PER ACRE
SETBACKS:	
FRONT:	15 FT
SIDE:	0 FT
REAR:	10 FT
BUILDING SEPERATION SIDE TO SIDE:	15 FT
BUILDING SEPERATION FRONT TO FRONT:	40 FT
REQUIRED LANDSCAPE BUFFER(S):	30 FT- ALONG WEST PROPERTY LINE (EXISTING RESIDENTIAL)
	20 FT - ALONG NORTH ANE EAST PROPERTY LINE
MINIMUM LIVING AREA:	600 SF
MAXIMUM BUILDING LOT COVERAGE:	85%
MAXIMUM BUILDING HEIGHT	35 FT OR 28' FOR UNITS WITHIN 200' OF WESTERN BOUNDARY.
UTILITIES:	PROVIDED BY CITY OF DELAND

LAND USE TABLE:

	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	0 AC	0%
UPLAND AREA	7.32 AC	100%
PROPOSED IMPROVEMENTS:		
BUILDING(S)	2.14 AC	29.23%
PAVEMENT & SIDEWALK	1.78 AC	24.32%
LANDSCAPE/OPEN SPACE	3.40 AC	46.45%
TOTAL PERVIOUS	3.40 AC	46.45%
TOTAL IMPERVIOUS	3.92 AC	53.55%

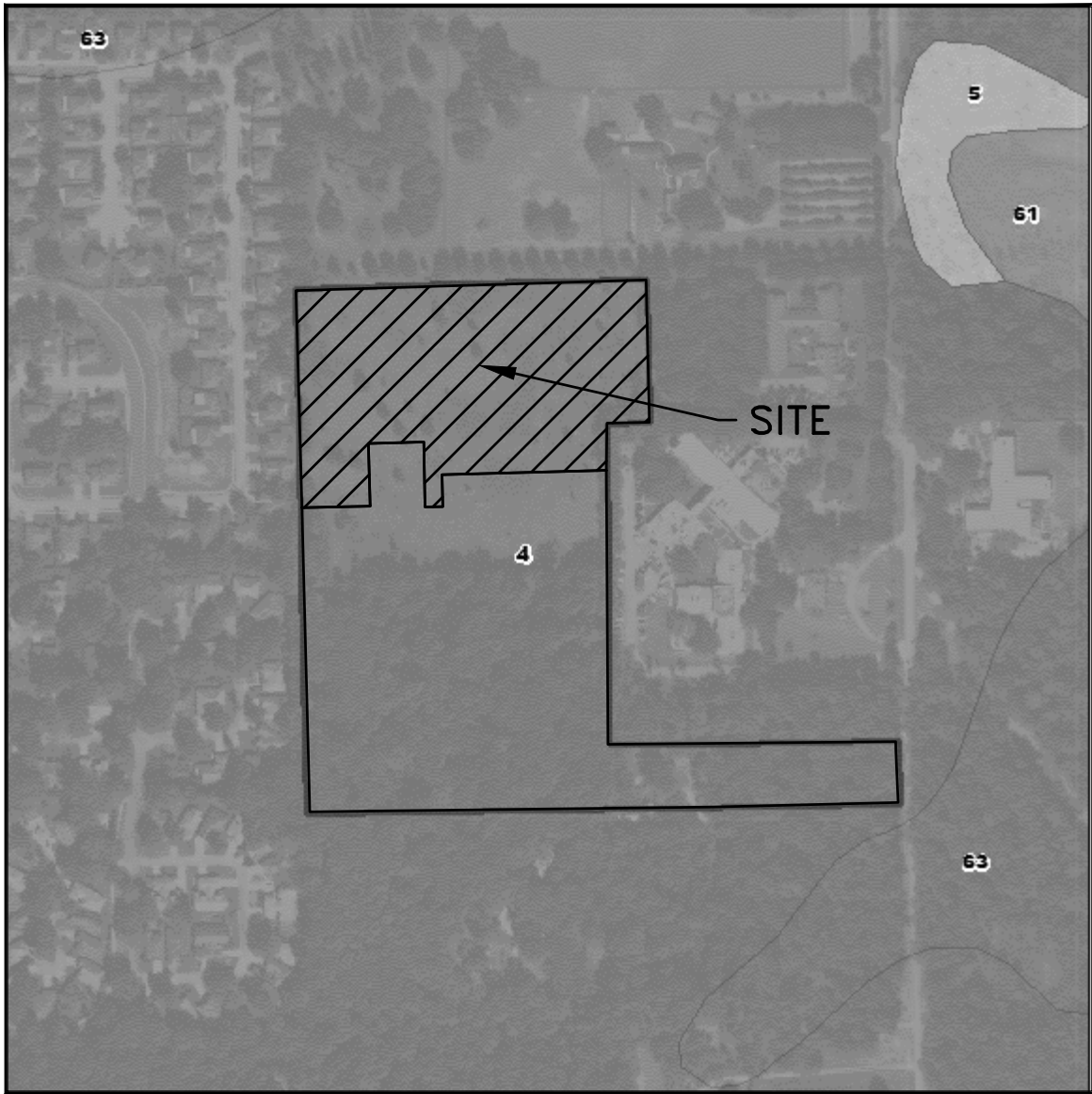
PARKING CALCULATIONS: PH1A & PH 1B =156 COVERED + 70 = 226 SPACES.			
USE	PARKING REQUIREMENT	SF/UNITS	SPACES REQUIRED
SENIOR (TOWNHOMES)	(SEE ABOVE)	61 UNITS	
		TOTAL =	
PARKING SPACES PROVIDED: (COVERED SPACES PHASE 1B)		61	
OTHERS PHASE1B (90°, 60° AND PARALLEL)		20	
PARKING PROVIDED IN PHASE 1A & AMENITY CENTER		145	
TOTAL PARKING PROVIDED: PHASE 1A & PHASE 1B		226	



VICINITY MAP
SCALE: 1" = 800'



ZONING MAP
SCALE: 1" = 400'
CURRENT ZONING FOR THIS SITE IS: PD



SOILS MAP
SCALE: 1" = 400'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
4 ASTATULA-FINE SAND, 0 TO 8 PERCENT SLOPES; 5 ASTATULA-FINE SAND, 8 TO 17 PERCENT SLOPES; 61 - ST. JOHNS FINE SAND; 63 - TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES



FLOOD ZONE MAP
SCALE: 1" = 400'

THE PROPERTY LIES IN:
FLOOD ZONE X PER FEMA MAPS 12127C0465H EFF. 2/19/2014

SHEET INDEX:

C1	COVER SHEET
C2-C4	CONSTRUCTION NOTES
C5	DEMOLITION & EROSION CONTROL PLAN
C6	OVERALL DEVELOPMENT PLAN
C7	GEOMETRY, SIGNAGE & STRIPING PLAN(S)
C8	PAVING, GRADING & DRAINAGE PLAN(S)
C9	UTILITY PLAN(S)
C10-C12	PLAN & PROFILE(S)
C13-C19	CONSTRUCTION DETAILS
TP1-TP2	TREE PROTECTION PLAN & DETAILS
HA1	HARDSCAPE PLAN & DETAILS
LA1-LA4	LANDSCAPE PLAN & DETAILS

LEGAL DESCRIPTION:

LOT 19 AND LOT 20, SCARLETT SUBDIVISION, A SUBDIVISION IN SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK G, PAGE 660, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 545 FEET THEREOF. TOGETHER WITH A PORTION OF NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA.

ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 19, SCARLETT SUBDIVISION; THENCE RUN N89°33'11"E ALONG THE NORTH LINE OF SAID LOT 19 AND ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 782.00 FEET TO THE WEST LINE OF THE EAST 545 FEET OF SAID LOT 20; THENCE S01°28'14"E ALONG SAID WEST LINE, 337.09 FEET TO THE NORTH LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, SAID PUBLIC RECORDS; THENCE S89°27'37"W ALONG SAID NORTH LINE, 118.14 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE S01°32'25"E ALONG THE WEST LINE OF SAID PROPERTY, 79.93 FEET; THENCE S88°33'08"W, 351.14 FEET; THENCE S01°26'49"E, 70.62 FEET; THENCE S88°39'21"W, 38.28 FEET; THENCE N01°33'12"W, 143.93 FEET; THENCE S88°26'48"W, 122.53 FEET; THENCE S01°33'12"E, 138.98 FEET; THENCE S88°26'48"W, 151.50 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE N01°31'47"W ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 481.26 FEET TO THE POINT OF BEGINNING.

MANDATORY PRE-CONSTRUCTION MEETING NOTE:

NO CONSTRUCTION ON THE PROPOSED PORTIONS OF THIS PROJECT MAY COMMENCE UNTIL A MANDATORY PRE-CONSTRUCTION MEETING IS HELD WITH THE CITY.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-02-21	JK	CITY OF DELAND SUBMITTAL
2	07-02-21	JK	SURVISED RESUBMITTAL REVISED PER COMMENTS DATED 07-16-21
3	08-24-21	JL/HK	CITY OF DELAND RE-SUBMITTAL PH1A & PH1B
4	10-22-21	JL/HK	REVISED PER CITY COMMENTS DATED 11-22-21
5	11-29-21	JL/HK	REVISED PER CITY COMMENTS DATED 12-08-21
6	12-28-21	JL/HK	REVISED PER CITY COMMENTS DATED 01-05-22
7	01-05-22	JL/HK	REVISED PER CITY COMMENTS DATED 01-05-22

MANCHESTER NEIGHBORHOOD
PHASE 1B
FINAL ENGINEERING PLANS
COVER SHEET

PROJECT NO.: ZC 19194
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: RMH
DRAWING FILE: 01-19194-COV_PH1B
XREFS: 19194_BASE.DWG
XREFS: XXXXX.DWG

Digitally signed
by Haluk Kilic
Date: 2022.01.31
14:30:05-05'00'

RANDY M. HUDAK, P.E., NO. 65053
HALUK KILIC, P.E., NO. 86244
NOT VALID WITHOUT SEAL

SHEET: C1 OF 19

GENERAL NOTES

- ALL CONSTRUCTION, DRAINAGE STRUCTURES AND OTHER SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR THE CITY OF DELAND'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
- SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
- CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
- THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
- SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
- ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF DELAND PRIOR TO PERFORMING THE WORK.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH THE APPLICABLE GOVERNMENTAL REGULATIONS AND ZCA REQUIREMENTS. THE "AS-BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS-BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS-BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGHOUT THE WORK ZONE AT ALL TIMES, IF APPLICABLE. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO THE CITY OF DELAND/VOLUSIA COUNTY TRAFFIC OPERATIONS (386-239-6535). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
- MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
- CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
- SURVEY INFORMATION PROVIDED BY SLIGER AND ASSOCIATES, INC. DATED 05-28-21. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
- ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
- NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERRECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL MEASURES PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
- ALL DELINEATED WETLAND AREAS SHALL BE STAKED AND FENCED WITH TYPE III SILT FENCING PRIOR TO CONSTRUCTION. CONSTRUCTION SHALL NOT BE PERMITTED UNTIL ALL CONSTRUCTION IS COMPLETED. LIMITS OF SILT FENCE SHOWN ON PLANS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS AND/OR AS DIRECTED BY THE ENGINEER.
- THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS. JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF UNDESIRABLE SOLIDS. SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
- ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
- ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY OF DELAND. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
- IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, Dewatering shall be performed as needed. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND MAINTENANCE OF ALL DRAINAGE AND Dewatering SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
- ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
- ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
- ALL STATIONS AND OFFSETS REFER TO CENTERLINE CONSTRUCTION UNLESS OTHERWISE NOTED IN PLANS.
- THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
- THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
- CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY AT NO COST.
- CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD AT NO COST.
- ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
- ALL STORMWATER PIPES AND INLETS SHALL BE CLEARED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.

GENERAL NOTES

- SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
- DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR ACCESS.
- ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
- NONE OF THE EXISTING LIMBEROCK BASE THAT IS REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW LIMBEROCK BASE UNLESS OTHERWISE NOTED ON PLANS.
- EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
- ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
- SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
- ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- UNLESS OTHERWISE NOTED, PROPOSED GRADES SHOWN ARE FINISHED GRADES.
- OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI-WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
- ALL DISTURBED AREAS SHALL BE SODDED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/ VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
- INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION.
- CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE-TESTING PRIOR TO SCHEDULING A TEST OR WALK-THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
- THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
- CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.

EROSION & SEDIMENT CONTROL NOTES

- ALL DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL INCORPORATE APPROPRIATE BEST MANAGEMENT PRACTICES (BMP'S) TO PREVENT EROSION, OFFSITE SEDIMENTATION, AND THE POTENTIAL FOR DOWNSTREAM WATER QUALITY IMPACTS.
- THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL AT A MINIMUM, ENSURE IMPLEMENTATION OF AN APPROVED EROSION PREVENTION AND SEDIMENT CONTROL PLAN IN ACCORDANCE WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) CONSTRUCTION ACTIVITY GUIDELINES.
- A SITE SPECIFIC STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE SUBMITTED WITH THE PROPOSED SITE PLANS FOR REVIEW AND APPROVAL BY THE CITY PER THE CITY'S LAND DEVELOPMENT CODE (LDC).
- SITE SPECIFIC BMP'S SHALL BE INSTALLED BY THE SITE WORK/GRADING AND UTILITIES CONTRACTOR(S) AND APPROVED BY THE CITY, PRIOR TO THE START OF ANY LAND DISTURBANCE ACTIVITIES. PRECONSTRUCTION EROSION CONTROL INSPECTIONS CAN BE SCHEDULED THROUGH ETAKIT UNDER CODE 601.
- THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL MINIMIZE DISTURBANCES OF EXISTING WETLANDS, VEGETATION AND DRAINAGE PATTERNS ON ADJACENT PROPERTIES TO THE MAXIMUM EXTENT PRACTICABLE DURING CONSTRUCTION ACTIVITIES.
- STORMWATER RETENTION, DETENTION, STORAGE AND CONVEYANCE SYSTEMS MUST BE EXCAVATED TO ROUGH GRADE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SURFACE WITHIN THE AREA SERVED BY THOSE SYSTEMS. ADEQUATE BMP'S MUST BE IMPLEMENTED TO PREVENT SILTATION OF THESE TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING CONSTRUCTION. SILTATION MUST BE REMOVED FROM THE STORMWATER SYSTEM WHEN HALF FULL AND IMMEDIATELY PRIOR TO FINAL GRADING AND STABILIZATION OF THE PROJECT.
- DURING CONSTRUCTION, THE CONTRACTOR SHALL ESTABLISH CONSTRUCTION ACTIVITIES TO PREVENT IMPLEMENTATION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL MEASURES REQUIRED TO PREVENT VIOLATIONS OF WATER QUALITY STANDARDS AND PROJECT SPECIFIC PERMIT REQUIREMENTS. BEST MANAGEMENT PRACTICES INSTALLATIONS SHALL BE IN PLACE AT LEAST SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF THE STORM EVENT THAT IS 0.50 INCHES OR GREATER (EVEN IF IT RAINS ON THE WEEKEND OR HOLIDAY). THE SITE SHALL BE INSPECTED BY A QUALIFIED INSPECTOR AND CORRECTIVE ACTION TAKEN AS NECESSARY.
- THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL INITIATE STABILIZATION MEASURES WITHIN SEVEN CALENDAR DAYS OF THE COMPLETION OF CONSTRUCTION ACTIVITIES OR PERMANENTLY CEASED FOR ANY PORTION OF THE PROJECT. FINAL STABILIZATION IS DEFINED AS A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF GROWTH OF AT LEAST 70% OR GREATER.
- THE SITE WORK/GRADING AND UTILITIES CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE PROJECT LIMITS IN COMPLIANCE WITH ALL APPLICABLE PERMITS AND THE CITY'S LAND DEVELOPMENT CODE REQUIREMENTS.
- FOR ANY LAND DISTURBANCES OF ONE ACRE OR MORE, THE CONTRACTOR SHALL SUBMIT A COMPLETED NPDES CONSTRUCTION GENERIC PERMIT (CGP) NOTICE OF INTENT (NOI) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AT LEAST 2 CALENDAR DAYS PRIOR TO COMMENCEMENT OF CLEARING, GRADING, DEMOLITION, OR OTHER CONSTRUCTION RELATED LAND DISTURBANCE ACTIVITIES.
- FOR PROJECTS THAT MAY DISCHARGE STORMWATER INTO THE CITY'S M54 STORMWATER CONVEYANCE SYSTEM, THE CITY'S M54 MUST BE DESIGNATED AS A DISCHARGE LOCATION ON THE FDEP CGP NOI. IF DESIGNATED AS SUCH, A COPY OF THE NPDES CGP NOI OR ACKNOWLEDGEMENT LETTER MUST BE SUBMITTED TO THE CITY OF DAYTONA BEACH UTILITIES DEPARTMENT WITHIN 7 CALENDAR DAYS.

SITE CLEARING & GRADING NOTES

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

- NO DISTURBANCE OF EXISTING OR PROPOSED CONVEYANCE EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED WITHOUT PRIOR APPROVAL FROM THE CITY ENGINEER OR DESIGNER. THE CONTRACTOR SHALL LOCATE AND MAINTAIN ALL EXISTING OR PROPOSED EASEMENTS, NATURAL BUFFERS, AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
- SPECIFIC AREAS WITH ALL EXISTING OR PROPOSED EASEMENTS, NATURAL BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
- WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCE WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES IN ACCORDANCE WITH THE CITY'S UTILITY DEPARTMENT STANDARDS.
- PRIOR TO THE INSTALLATION OF ANY FILL MATERIAL ON SUBJECT SITE, SILT FENCE SHALL BE INSTALLED: A. ALONG SUBJECT SITE BOUNDARY LINES. B. AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS. C. ADJACENT TO NATURAL LANDSCAPE BUFFERS. D. AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES.
- AT ANY ADDITION AREAS THAT THE CITY HAS DESIGNATED AS PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION, THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS, WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS. ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC CLEARING PERMIT AND THROUGHOUT PROJECT CONSTRUCTION.
- WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR SHALL INSTALL SILT FENCING AS A PROTECTIVE MEASURE. IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING, THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL BRACING SHALL BE INSTALLED.
- AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. GRASS COVERAGE IS TO BE ESTABLISHED WITHIN THIRTY DAYS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE WITHIN TWENTY DAYS OF BRINGING SUBJECT AREA TO ITS FINAL GRADE. THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD AND WATERING, AS REQUIRED.
- FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND OR/ SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
- ONCE AN AREA IS SEEDDED OR SODDED, IT MUST BE MAINTAINED, INCLUDING WATERING AND TRIMMING BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED.
- ALL BURNING OF CLEARED MATERIALS MUST BE APPROVED AND PERMITTED THROUGH THE FL FOREST SERVICE, BUNNELL OFFICE.
- ABSOLUTELY NO BURYING OF CLEARED & GRUBBED MATERIALS IS PERMITTED.
- THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED. TEMPORARY STOCKPILE SLOPES SHALL NOT EXCEED 4:1 (H:V).

SITE CLEARING & GRADING NOTES (CONT.)

- A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
- FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER MODIFIED AASHTO T-180).
- DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THESE LOTS AT 300' INTERVALS. THESE TESTS ARE TO BE PERFORMED IN 1' VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
- IF ANY MUCK OR ANY UNSUITABLE MATERIAL IS DISCOVERED, IT SHALL BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
- STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF FIVE DAYS SHALL BE COVERED OR WATERED TO MINIMIZE THE ADVERSE IMPACT ON ADJACENT PROPERTY OWNERS AT NO ADDITIONAL COST TO THE CITY OR OWNER. SEED AND MULCH IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
- SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING PROPERTIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY CONDITIONS UNICATE, CONNECTED TO, WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
- ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD CAUSE DECAY.
- ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

STORMWATER CONSTRUCTION NOTES

- ALL SITE SPECIFIC, EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) MEASURES AT A MINIMUM SHALL BE INSTALLED PER APPROVED SITE PLANS AND STORMWATER POLLUTION PREVENTION PLANS (SWPPP). EPSC DESIGN, INSTALLATION AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGN AND CONSTRUCTION MANUAL, LATEST EDITION.
- THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL ENSURE IMPLEMENTATION OF APPROVED SWPPP AND INSTALLATION OF ALL APPROVED EROSION PREVENTION AND SEDIMENT CONTROL PRACTICES. A PRECONSTRUCTION EROSION CONTROL INSPECTION SHALL BE SCHEDULED WITH CITY PERSONNEL PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE ACTIVITIES.
- THE SITE WORK/GRADING AND UTILITIES CONTRACTOR SHALL ENSURE THAT THE NPDES CONSTRUCTION GENERIC PERMIT (CGP) NOTICE OF INTENT (NOI) AND ANY REQUIRED Dewatering PERMITS HAVE BEEN OBTAINED OR SUBMITTED PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.
- A CITY Dewatering AND PERMIT REQUIRED PRIOR TO ENGAGING IN ANY Dewatering OR CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. PERMITTABLE Dewatering ACTIVITIES INCLUDE; THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT. SITE SPECIFIC Dewatering PERMITS SHALL REQUIRE PAYMENT OF A PER ACRE FEE BASED ON THE SIZE OF THE PROJECT AND PROPERTY LINES.
- ALL GRAVITY SANITARY SEWER MAINS SHALL BE GREEN PVC SDR-26, ASTM D-3034, OR C-900 DR-18 MINIMUM PRESSURE CLASS 150. IN PLACES WHERE A MINIMUM COVER OF 4 FEET CANNOT BE MAINTAINED OR IN DEPTHS OF 6 FEET OR GREATER (CUT TO INVERT) MAINS SHALL BE C-900 DR-18.
- FOR SINGLE-FAMILY HOMES, SIX INCH SANITARY SEWER LATERALS SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS SHALL BE USED. NO GUESS JOINTS ARE PERMITTED ON LATERALS.
- FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
- FORCE MAINS LESS THAN 18" MAY USE PVC C900 OR C905 DR-18. FORCE MAINS 18" AND LARGER SHALL BE DUCTILE IRON PIPE (D.I.P.). CLASS 350, JOINTS UNLESS OTHERWISE NOTED. DIRECTIONAL DRILL FORCE MAINS SHALL HAVE A MINIMUM WORKING PRESSURE OF 160 PSI. THE CITY MAY REQUIRE A HIGHER PRESSURE RATING DEPENDING ON SITE CONDITIONS. INSIDE DIAMETER OF NON D.I.P. HORIZONTAL DIRECTIONAL DRILL PIPE SHALL MATCH THE INSIDE DIAMETER OF CONNECTING PIPES. DIRECTIONAL DRILLS SHALL HAVE USED MJ ADAPTERS.
- FORCE MAIN MINIMUM DEPTH OF COVER SHALL BE 48". ALL FORCE MAINS SHALL BE DISTINCTLY MARKED BY GREEN STRIPES OR COLORED GREEN.
- ALL FITTINGS, VALVES, ETC. SHALL BE DUCTILE IRON (WJ OR FLANGED) AND RESTRAINED. ALL FORCE MAINS SHALL USE THURST RESTRAINT AS CALCULATED BY A PROGRAM AVAILABLE AT (EBAA.COM). THE RESTRAINED JOINT LENGTHS SHALL BE SHOWN ON THE PLANS PROVIDED BY THE ENGINEER OF RECORD.
- ALL RESTRAINED PIPE BELL JOINTS SHALL USE BELL RESTRAINTS. GRIPPER TYPE GASKETS CAN BE USED FOR DUCTILE IRON PIPE JOINTS. RUBBER GASKETS ARE NOT PERMITTED.
- AS A GENERAL RULE, THE NUMBER OF JOINTS SHALL BE LIMITED WHENEVER POSSIBLE. IN SPECIAL CASES WHERE A POINT REPAIR TO AN 8" TO 12" PVC SEWER MAIN IS REQUIRED, THE PROPER RIGID WRAP AROUND SLEEVE MAY BE ALLOWED BY CITY SPECIAL APPROVAL.
- IN-LINE SANITARY SEWER VALVES SHALL BE PLUG VALVES UNLESS OTHERWISE NOTED. VALVES SHALL BE INSTALLED AT EACH END OF THE FORCE MAIN AND ON SUB OUTS.
- ALL C-900 PVC DR-18 PIPE REQUIREMENTS REFERENCE THE C-900 STANDARDS. DR UPGRADES FOR BURST PROTECTION MAY BE REQUIRED WHEN EXCEEDING THE C-900 STANDARDS.
- MINIMUM GRAVITY SANITARY SEWER COVER ARE AS FOLLOWS: 8" PIPE 0.40%, 10" PIPE 0.28%, 12" PIPE 0.22%, 15" PIPE 0.15%, OR OTHERWISE NOTED BY UTILITIES DEPT.
- GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED WHENEVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHT-OF-WAYS. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY-OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.
- GRAVITY SANITARY SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS APPROVED BY THE CITY.
- DURING PIPE INSTALLATION, THE CONTRACTOR SHALL MAINTAIN ELEVATION TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING INSTALLED WITHIN THE AREA OF THE TRENCH.
- ALL PIPES SHALL BE INSTALLED ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
- ON ALL EXCAVATION AND BACKFILLING THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ORDER TO PROVIDE A SAFE WORKING ENVIRONMENT.
- THE PROPERTY OR SURCHARGING THE SLOPE ROADWAY SHALL BE BACKFILLED WITH SPECIFIABLE MATERIAL AND COMPACTED TO THE SPECIFIED MINIMUM COMPACTION (95% IN UNPAVED AREAS AND 98% IN PAVED AREAS) AND THE OPTIMUM DENSITY BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
- ALL GASKETS SHALL BE LUBRICATED BEFORE INSTALLATION.
- THE CONTRACTOR SHALL INSTALL A #12-2 GAUGE MINIMUM COPPER TRACER WIRE TAPED TO THE TOP OF THE PIPE AT INTERVALS NO GREATER THEN 4-FEET. COPPER WIRE SHALL HAVE A MIN. TENSILE STRENGTH/BREAK LOAD OF 452 LBS. AND REQUIRES APPROVAL BY THE CITY FOR THE FULL LENGTH OF ALL SEWER FORCE MAINS. THE PIPE LOCATOR TAPE SHALL BE INSTALLED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR COLORED GREEN FOR FORCE MAINS. LOCATER WIRE SHALL TERMINATE AT A LOCATION AND IN A MANNER CONVENIENT FOR CITY LOCATER STAFF.
- TRACER WIRE SHALL BE TESTED FOR CONTINUITY UNDER SUPERVISION OF A CITY REPRESENTATIVE AFTER INSTALLATION.
- ALL SEWER LINES CONSTRUCTED OUTSIDE OF PUBLIC RIGHT-OF-WAYS WITHIN SIDE YARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF GREEN C-900 PIPE. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
- ALL LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 4 FEET. MANHOLES OVER 6 FEET DEEP SHALL HAVE A MINIMUM 4 FT TALL PRE-CAST BOTTOM SECTION.
- STANDARD MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 400 FEET.
- MANHOLE RIMS SHALL BE FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.5 FEET AND MAXIMUM OF 1.0 FOOT ABOVE GRADE IN UNPAVED AREAS.
- THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
- INDIVIDUAL SANITARY SERVICES SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES AND MUST BE CONNECTED TO SEWER MAINS BY USE OF WYE CONNECTIONS UNLESS OTHERWISE APPROVED BY THE CITY.
- SANITARY SEWER DROP MANHOLES SHALL ONLY BE USED UNDER SPECIAL CONDITIONS AS APPROVED BY THE CITY. DROPS LESS THAN 3.0' ARE NOT ALLOWED. INSIDE DROPS ARE NOT ALLOWED.
- SANITARY SEWER MANHOLES WITH SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM SHALL BE FIBERGLASS OR POLY-ETHYLENE LINER. RETRO-FITTING OF MANHOLES IS REQUIRED WHEN NEW CONNECTIONS ARE MADE. FIBERGLASS SHALL BE A MINIMUM 1/2" THICK UNLESS APPROVED OTHERWISE BY THE CITY. OTHER LINING METHODS AND MATERIALS ARE NOT PERMITTED. A CASE BY CASE REVIEW OF THE PROPOSED Lining SHALL BE REQUIRED. HYDROGEN SULFIDE IS A SIGNIFICANT CONCERN, MANHOLES UPSTREAM AND/OR DOWNSTREAM OF THE FORCE MAIN TIE-WAY MAY BE REQUIRED TO HAVE LININGS INSTALLED.
- EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND MANHOLE JOINTS. APPLY ONE COAT OF EZ-WRAP TO EACH JOINT AND EACH SECTION OF THE CITY'S COLLECTION SYSTEM TO FACILITATE OBSERVATION, MEASUREMENT, AND SAMPLING OF ALL WASTE, INCLUDING ALL DOMESTIC SEWAGE FROM THE ESTABLISHMENT.
- CONTROL MANHOLE OR MANHOLES SHALL BE CONSTRUCTED AT LOCATIONS EASILY ACCESSIBLE AT ALL TIMES TO INSPECTOR PERSONNEL FOR SAMPLING.
- SANITARY SEWER LIFT STATIONS AND FORCE MAINS SHALL BE APPROVED BY THE CITY. LIFT STATIONS SHALL BE CONSTRUCTED WITH A MINIMUM WET WELL AS SHOWN IN THE LIFT STATION DETAIL.
- MANHOLES BEING REPAIR TO PREPARE FOR SUBMIT FLOTATION CALCULATIONS TO SIZE THE BASE OF THE WET WELL, AND ANY MANHOLES AS DEEMED NECESSARY BY THE CITY.
- ALL FITTINGS SHALL MEET THE MINIMUM RESTRAINT REQUIREMENTS PER ANSI/AWWA/DIPRA, AND ALL PRESSURE PIPES UNDER ROADWAYS SHALL BE RESTRAINED.
- FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND/or CLEAN-OUT OR JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 2.5 FEET PER SECOND USING A MANNING'S "n" OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
- ALL STORMWATER INLETS SHALL MEET FDOT CRITERIA IN THE FDOT DESIGN STANDARD LATEST EDITION.
- ALL GASKETS SHALL BE LUBRICATED BEFORE BEING INSTALLED.
- ALL FITTINGS SHALL MEET THE MINIMUM RESTRAINED REQUIREMENTS PER ANSI/AWWA/EBAA, AND ALL PRESSURE PIPES UNDER THE ROADWAY SHALL BE RESTRAINED.

SANITARY SEWER CONSTRUCTION & DESIGN NOTES

- THE CITY'S UTILITIES DEPARTMENT SHALL BE GIVEN A MINIMUM OF 3 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.
- A PERMIT SHALL BE REQUIRED PRIOR TO ENGAGING IN ANY Dewatering ACTIVITIES, OR IN ACTIVITIES, OR IN ANY CONSTRUCTION ACTIVITY THAT CHANGES THE IMPERVIOUS AREA OF LAND. Dewatering ACTIVITIES INCLUDE THE REMOVAL OF GROUND WATER FROM A CONSTRUCTION SITE, ENCLOSED VAULT, COFFERDAM, OR TRENCHES, ALLOWING CONSTRUCTION OR MAINTENANCE IN A DRY ENVIRONMENT. SITE SPECIFIC Dewatering PERMITS SHALL REQUIRE PAYMENT OF A PER ACRE FEE BASED ON THE SIZE OF THE DEVELOPMENT. GENERAL PURPOSE PERMITS SHALL REQUIRE AN ANNUAL SCHEDULE OF Dewatering ACTIVITIES AND DISCHARGING DIRECTLY INTO THE CITY'S CONVEYANCE SYSTEM. Dewatering THE LAND DEVELOPMENT CODE AND MUST BE SUBMITTED WITH THE PERMIT APPLICATION TO CITY OF DELAND STORM WATER COORDINATOR PRIOR TO ANY USE OF SYSTEM. FAILURE TO COMPLY WILL RESULT IN THE IMMEDIATE TERMINATION OF ACCESS TO THE CITY'S SYSTEM.
- MAINLINE TOLERANCES FOR SANITARY SEWER VERTICAL DEFLECTION SHALL BE NO MORE THAN 0.5" IN DEPTH AND NOT EXCEEDING THREE (3) FEET IN LENGTH. SEE VIDEO GUIDELINES ON "PIG LAUNCH/ RECEIVING AND VIDEO GUIDELINES" DETAIL SHEET.
- UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL PROVIDE THE CITY UTILITIES DEPARTMENT WITH A CCTV INSPECTION LOG ON THUMB DRIVE AND A PRINTED REPORT FOR ALL GRAVITY MAINS AND LATERALS CONSTRUCTED. ALL WORK, WITH THE EXCEPTION OF FINAL GRADE ADJUSTMENT TO MANHOLES, BENCHES AND FLOW CHANNELS SHALL BE COMPLETED PRIOR TO COMMENCING THE CCTV INSPECTION. THE CONTRACTOR SHALL COORDINATE THE CCTV INSPECTION TIME WITH THE CITY UTILITY INSPECTOR PRIOR TO INITIATING THE WORK. FINAL PAVING SHALL NOT COMMENCE UNTIL APPROVAL IS RECEIVED FROM THE CITY UTILITY INSPECTOR. CCTV SEWER VIDEOS AND AS-BUILT DOCUMENTS MUST BE REVIEWED AND APPROVED BY THE EOR STATING COMPLIANCE WITH CITY STANDARDS PRIOR TO REVIEW BY THE CITY. CCTV MUST BE PERFORMED WITH CITY INSPECTOR AND/OR EOR PRESENT.
- SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT "S" OR BY A METAL TAB SET INTO THE PAVEMENT.
- THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL FORCE MAINS EQUAL TO OR GREATER THAN 6" IN DIAMETER AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CITY.
- WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) (IN ORDER TO MINIMIZE SERVICE DISRUPTION). EXISTING DISRUPTIONS SHALL BE REPAIR DURING PERIODS OF LOW FLOW.
- ALL WORK ON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE PERFORMED BY AN UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
- UPON CONSTRUCTION COMPLETION AND FINAL ACCEPTANCE OF THE SYSTEM, IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS ARE PROVIDED TO THE CITY'S UTILITIES DEPARTMENT PRIOR TO ANY USE OF THE SYSTEM.
- PLANS SHALL DIMENSION THE LOCATION OF ALL FORCE MAINS, VALVES, MANHOLES & LATERALS FROM THE BASELINE OF CONSTRUCTION AND FROM THE RIGHT-OF-WAY LINE.
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITY INFRASTRUCTURE.
- THE CITY'S AS-BUILT DRAWING REQUIREMENTS ARE ATTACHED TO THE BACK OF THE UTILITIES DEPARTMENT'S STANDARD DETAILS.
- ALL GRAVITY SANITARY SEWER MAINS SHALL BE A MINIMUM OF 8" DIAMETER. COMMERCIAL SERVICE LATERALS SHALL BE GREEN AND A MINIMUM OF 6" IN DIAMETER. LARGER, ALL SINGLE FAMILY RESIDENTIAL SERVICE LATERALS SHALL BE GREEN AND A MINIMUM OF 6" IN DIAMETER. SINGLE SERVICE LATERALS SHALL BE GREEN AND A MINIMUM OF 6" IN DIAMETER. SINGLE SERVICE LATERALS SHALL BE GREEN AND A MINIMUM OF 6" IN DIAMETER.
- ALL GRAVITY SANITARY SEWER MAINS SHALL BE GREEN PVC SDR-26, ASTM D-3034, OR C-900 DR-18 MINIMUM PRESSURE CLASS 150. IN PLACES WHERE A MINIMUM COVER OF 4 FEET CANNOT BE MAINTAINED OR IN DEPTHS OF 6 FEET OR GREATER (CUT TO INVERT) MAINS SHALL BE C-900 DR-18.
- FOR SINGLE-FAMILY HOMES, SIX INCH SANITARY SEWER LATERALS SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS SHALL BE USED. NO GUESS JOINTS ARE PERMITTED ON LATERALS.
- FOR MULTI-FAMILY AND COMMERCIAL SITES, SIX INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
- FORCE MAINS LESS THAN 18" MAY USE PVC C900 OR C905 DR-18. FORCE MAINS 18" AND LARGER SHALL BE DUCTILE IRON PIPE (D.I.P.). CLASS 350, JOINTS UNLESS OTHERWISE NOTED. DIRECTIONAL DRILL FORCE MAINS SHALL HAVE A MINIMUM WORKING PRESSURE OF 160 PSI. THE CITY MAY REQUIRE A HIGHER PRESSURE RATING DEPENDING ON SITE CONDITIONS. INSIDE DIAMETER OF NON D.I.P. HORIZONTAL DIRECTIONAL DRILL PIPE SHALL MATCH THE INSIDE DIAMETER OF CONNECTING PIPES. DIRECTIONAL DRILLS SHALL HAVE USED MJ ADAPTERS.
- FORCE MAIN MINIMUM DEPTH OF COVER SHALL BE 48". ALL FORCE MAINS SHALL BE DISTINCTLY MARKED BY GREEN STRIPES OR COLORED GREEN.
- ALL FITTINGS, VALVES, ETC. SHALL BE DUCTILE IRON (WJ OR FLANGED) AND RESTRAINED. ALL FORCE MAINS SHALL USE THURST RESTRAINT AS CALCULATED BY A PROGRAM AVAILABLE AT (EBAA.COM). THE RESTRAINED JOINT LENGTHS SHALL BE SHOWN ON THE PLANS PROVIDED BY THE ENGINEER OF RECORD.
- ALL RESTRAINED PIPE BELL JOINTS SHALL USE BELL RESTRAINTS. GRIPPER TYPE GASKETS CAN BE USED FOR DUCTILE IRON PIPE JOINTS. RUBBER GASKETS ARE NOT PERMITTED.
- AS A GENERAL RULE, THE NUMBER OF JOINTS SHALL BE LIMITED WHENEVER POSSIBLE. IN SPECIAL CASES WHERE A POINT REPAIR TO AN 8" TO 12" PVC SEWER MAIN IS REQUIRED, THE PROPER RIGID WRAP AROUND SLEEVE MAY BE ALLOWED BY CITY SPECIAL APPROVAL.
- IN-LINE SANITARY SEWER VALVES SHALL BE PLUG VALVES UNLESS OTHERWISE NOTED. VALVES SHALL BE INSTALLED AT EACH END OF THE FORCE MAIN AND ON SUB OUTS.
- ALL C-900 PVC DR-18 PIPE REQUIREMENTS REFERENCE THE C-900 STANDARDS. DR UPGRADES FOR BURST PROTECTION MAY BE REQUIRED WHEN EXCEEDING THE C-900 STANDARDS.
- MINIMUM GRAVITY SANITARY SEWER COVER ARE AS FOLLOWS: 8" PIPE 0.40%, 10" PIPE 0.28%, 12" PIPE 0.22%, 15" PIPE 0.15%, OR OTHERWISE NOTED BY UTILITIES DEPT.
- GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED WHENEVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHT-OF-WAYS. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY-OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.
- GRAVITY SANITARY SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS APPROVED BY THE CITY.
- DURING PIPE INSTALLATION, THE CONTRACTOR SHALL MAINTAIN ELEVATION TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING INSTALLED WITHIN THE AREA OF THE TRENCH.
- ALL PIPES SHALL BE INSTALLED ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
- ON ALL EXCAVATION AND BACKFILLING THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ORDER TO PROVIDE A SAFE WORKING ENVIRONMENT.
- THE PROPERTY OR SURCHARGING THE SLOPE ROADWAY SHALL BE BACKFILLED WITH SPECIFIABLE MATERIAL AND COMPACTED TO THE SPECIFIED MINIMUM COMPACTION (95% IN UNPAVED AREAS AND 98% IN PAVED AREAS) AND THE OPTIMUM DENSITY BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
- ALL GASKETS SHALL BE LUBRICATED BEFORE INSTALLATION.
- THE CONTRACTOR SHALL INSTALL A #12-2 GAUGE MINIMUM COPPER TRACER WIRE TAPED TO THE TOP OF THE PIPE AT INTERVALS NO GREATER THEN 4-FEET. COPPER WIRE SHALL HAVE A MIN. TENSILE STRENGTH/BREAK LOAD OF 452 LBS. AND REQUIRES APPROVAL BY THE CITY FOR THE FULL LENGTH OF ALL SEWER FORCE MAINS. THE PIPE LOCATOR TAPE SHALL BE INSTALLED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR COLORED GREEN FOR FORCE MAINS. LOCATER WIRE SHALL TERMINATE AT A LOCATION AND IN A MANNER CONVENIENT FOR CITY LOCATER STAFF.
- TRACER WIRE SHALL BE TESTED FOR CONTINUITY UNDER SUPERVISION OF A CITY REPRESENTATIVE AFTER INSTALLATION.
- ALL SEWER LINES CONSTRUCTED OUTSIDE OF PUBLIC RIGHT-OF-WAYS WITHIN SIDE YARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF GREEN C-900 PIPE. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
- ALL LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 4 FEET. MANHOLES OVER 6 FEET DEEP SHALL HAVE A MINIMUM

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SITE PLAN & SUBDIVISION TESTING

- A. MATERIALS:
THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY.
- B. LABORATORY CONTROL AND CERTIFICATES:
1. SPECIFICATIONS: SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM, WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.
2. TEST & CERTIFICATES: THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA, ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.
a. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION. SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
b. PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES AND ATTERBERG LIMITS.
c. ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
d. SPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES.
e. CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
f. COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
g. ALL UNDERGROUND UTILITY TESTING TO BE COMPLETED IN ACCORDANCE WITH THE CITY'S UTILITIES DEPARTMENT DESIGN STANDARDS.

AS-BUILT DRAWING REQUIREMENTS

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL AS-BUILT DRAWINGS.

- PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
- ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
- ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS ALONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
- ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORM WATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
- RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
- ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
- STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET OR CHANGE IN GRADE. SIDE SLOPES SHALL ALSO BE INDICATED.
- FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.
- ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
- IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHOULD PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.
- IF AS-BUILT DRAWINGS ARE TO BE PREPARED BY A FLORIDA LICENSED SURVEYOR AND SHALL INCLUDE A SIGNED CERTIFICATION STATEMENT BY THE FLORIDA LICENSED ENGINEER OF RECORD, TWO (2) SIGNED & SEALED PAPER SETS OF AS-BUILT RECORD DRAWINGS SHALL BE PROVIDED ALONG WITH A DIGITAL COPY IN BOTH, A COMPATIBLE AutoCAD FORMAT & PDF FORMAT.

AS-BUILTS/RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SCOPE OF WORK:

- A. THIS SECTION SETS FORTH THE REQUIREMENTS FOR PREPARING AS-BUILT/RECORD DRAWINGS AND DOCUMENTS FOR VERIFICATION OF CONSTRUCTION AND ARCHIVING.

CONTRACTOR SHALL SECURE THE SERVICES OF A FLORIDA LICENSED SURVEYOR TO COLLECT DATA AND PREPARE AS-BUILT/RECORD DRAWINGS IN ACCORDANCE WITH CITY OF DELAND UTILITIES STANDARDS AS FOLLOWS:

1.2 REFERENCE:

- A. THE PREPARATION WORK SHALL BE IN ACCORDANCE WITH THIS SECTION AND SUPPLEMENTARY DETAILS IN THE CITY OF DELAND UTILITIES DEPARTMENT STANDARD DETAILS, LATEST EDITION.

1.3 AS-BUILTS/RECORD DRAWINGS AND DOCUMENTS:

IN ORDER TO ENSURE THAT THE PROJECT RECORDS ARE MAINTAINED TO THE HIGHEST STANDARDS AND THE INFORMATION CAN EASILY BE ADDED TO THE CITY'S ELECTRONIC RECORDS THE FOLLOWING INFORMATION IS REQUIRED ON ALL AS-BUILT/RECORD DRAWINGS:

- A. THE INTENT OF THESE DETAILS FOR AS-BUILT/RECORD DRAWINGS ARE REQUIRED FOR ALL PUBLIC FACILITIES CONSTRUCTED. PRIOR TO CONSTRUCTION COMPLETION THESE AS-BUILT/RECORD REQUIREMENTS WILL BE REVIEWED TO BE CERTAIN THE CONTRACTOR'S SURVEYOR HAS A CLEAR UNDERSTANDING OF WHAT IS REQUIRED FOR COMPLETION OF THIS WORK.
- PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
 - ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT/RECORD DRAWINGS.
 - ROADWAY ELEVATION SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS ALONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
 - STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE. EACH STRUCTURE SHALL BE LOCATED BY SUB-METER GPS WITH STATION & OFFSET, NORTHERLY & EASTERLY, LATITUDE, LONGITUDE, AND ELEVATION DATA.
 - STORM DRAINAGE PIPE INVERT AND INLET ELEVATION SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATION SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
 - STORM DRAINAGE PIPE MATERIAL, LENGTH, SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
 - ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORM SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATION EVERY 100 FEET AT THE TOP OF BANK TO TOE OF SLOE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES. WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
 - RETENTION AREAS SHALL HAVE THEIR TOP OF BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP OF BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
 - ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
 - STORM DRAINAGE SWALES CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.
 - SANITARY SEWER MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. EACH STRUCTURE SHALL BE LOCATED BY SUB-METER GPS WITH STATION & OFFSET, NORTHERLY & EASTERLY, LATITUDE, LONGITUDE, AND ELEVATION DATA. ALL RIM AND INVERT ELEVATION SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
 - FOR SUBDIVISIONS, PROPOSED DESIGN FINISH FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.
 - SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED, THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
 - SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THE CLEAN OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM UPSTREAM MANHOLES TOWARDS DOWNSTREAM MANHOLES. INVERT INFORMATION AT CLEAN OUT SHALL BE PROVIDED AND BE LOCATED BY SUB-METER GPS WITH STATION & OFFSET, NORTHERLY & EASTERLY, LATITUDE, LONGITUDE, AND ELEVATION DATA.
 - LIFT STATION AND FLOW MAIN SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCEMAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. FORCED POTABLE WATER LINES AND ELECTRICAL SERVICE LINES SHALL BE CLEARLY DIMENSIONED, LOCATED AND LABELED. EACH LIFT STATION SHALL BE LOCATED BY SUB-METER GPS WITH STATION & OFFSET, NORTHERLY & EASTERLY, LATITUDE, LONGITUDE AND ELEVATION DATA.
 - CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
 - POTABLE AND RECLAIMED WATER MAINS SHALL BE DIMENSIONED OFF THE BASELINE CONSTRUCTION. WATER MAIN LINE, MATERIAL, SIZE, LENGTH AND DEPTH, PLACED SHALL BE NOTED. LOCATIONS OF VALVES SHALL ALSO BE TIED TO BASELINE CONSTRUCTION. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
 - POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES, AND FIRE HYDRANTS SHALL BE LOCATED BY TYING THEM TO BASELINE CONSTRUCTION (STA. & OFFSET). SIMILARLY, FORCE MAIN VALVES, TEES, AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM UPSTREAM MANHOLE TO DOWNSTREAM MANHOLES. ALL SERVICES, VALVES, TEES, BENDS, AND HYDRANTS SHALL BE LOCATED BY SUB-METER GPS WITH STATION & OFFSET, NORTHERLY & EASTERLY, LATITUDE, LONGITUDE AND ELEVATION DATA.
 - FOR PERPENDICULAR CROSSINGS OF STORM WATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
 - ANY SPECIAL FEATURES SUCH AS, CONCRETE FLUMES, LAKE BANKS, WALLS, FENCING, ETC. WHICH ARE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
 - IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHOULD PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREE(S) FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.
 - WHEN STORM WATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING WILL ACCURATELY DEPICT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. THIS IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE TO THE EASEMENT.
 - AS-BUILT DRAWINGS ARE TO BE PREPARED, SIGNED AND SEALED BY A FLORIDA LICENSED SURVEYOR. THESE AS-BUILT DRAWINGS SHALL ALSO BE SIGNED AND SEALED BY A FLORIDA LICENSED ENGINEER OF RECORD. TWO (2) PAPER COPY SETS OF AS-BUILT RECORD DRAWINGS SHALL BE PROVIDED, A CD WITH A DIGITAL COPY IN A COMPATIBLE AutoCAD FORMAT, AND PDF FORMAT.
 - ELEVATIONS SHALL BE REFERENCED TO NAVD 1988 DATA. AS-BUILT SURVEY INFORMATION SHALL BE REFERENCED TO AT LEAST TWO FLORIDA STATE PLANE EAST COORDINATES NAD 83.
 - BENCHMARK DATUM UTILIZES MONUMENTATION FROM THE NORTH AMERICAN VERTICAL DATUM OF 1929 WITH ELEVATIONS ADJUSTED TO NAVD 1988 DATA. ANY NAVD 1929 MONUMENT WITH THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED.
 - NEW CONDUITS THAT ARE INSTALLED SHALL SHOW LOCATION OF TEES AND BENDS AND RECORD ELEVATIONS EVERY 100'. ALL SHALL BE LOCATED BY TYING THEM TO BASELINE/CENTERLINE CONSTRUCTION (STA. & OFFSET). SIMILARLY, WATER MAINS, TEES AND BENDS SHALL BE LOCATED IN THE SAME MANNER. ALL BENDS AND TEES SHALL BE LOCATED BY SUB-METER GPS WITH STATION & OFFSET, NORTHERLY & EASTERLY, LATITUDE & LONGITUDE AND ELEVATION DATA.

1.4 SUBMITTALS:

- A. CONTRACTOR SHALL SUBMIT EACH MONTH TO CITY THE PROJECT ACTIVITY SUMMARY THAT SHOWS CURRENT CONSTRUCTION ACTIVITIES AND A COPY OF NOTICES TO AGENCIES INCLUDING THE CITY REGARDING ROAD CLOSURES, PLUS A RECORD OF EVENTS THAT WILL BE NEEDED IN THE FUTURE.
- B. CONTRACTOR SHALL SUBMIT TO CITY AS REQUIRED THE PROPOSED SHUT-OFF SCHEDULE, CAPPING, TEMPORARY SERVICE SCHEDULING, RECORD OF NOTICES TO CUSTOMERS AND PROPOSED ROADWAY CLOSINGS.
- C. CONTRACTOR SHALL SUBMIT COPIES OF PUBLISHED NOTICES.
- D. CONTRACTOR SHALL SUBMIT FINAL AS-BUILTS FOR EACH UTILITY INCLUDED IN THE PLANS. SEND THE TWO PAPER COPIES AND THE AutoCAD FILES FOR PRE-APPROVAL. THE FINAL SUBMITTAL SHALL INCLUDE TWO (2) PAPER COPIES OF RECORD, A CD WITH THE AutoCAD FILES, AND A SET OF PDF FILES (MYLARS ARE NO LONGER REQUIRED). WHEN THE AS-BUILTS ARE DELIVERED FOR CLEARANCE OF WATER LINES (TWO PAPER SIGNED AND SEALED COPIES), SCHEDULED FOR CHLORINATION, CITY WILL NOT RELEASE THE DRINKING WATER. BACTERIOLOGICAL LABORATORY REPORT TO VOLUSIA COUNTY HEALTH DEPARTMENT UNTIL THE AS-BUILT INFORMATION MEETS CITY REQUIREMENTS. CONTRACTOR WILL HAVE 60 DAYS FROM THE TIME THAT THE BACTERIOLOGICAL SAMPLES ARE COLLECTED TO SUBMIT ANY CORRECTION THAT NEEDED TO BE DONE TO THE AS-BUILT AND CD TO THE CITY. IF CONTRACTOR DOES PAST THE 60 DAYS RE-CHLORINATION WILL BE REQUIRED AND PAY FOR THE BACTERIOLOGICAL LABORATORY REPORT WILL BE REQUIRED. THE FOLLOWING ARE MINIMUM DETAIL SAMPLES OF HOW THE AS-BUILT DRAWING INFORMATION WILL NEED TO BE PRESENTED.
- E. HERE ARE EXAMPLES OF HOW TO DISPLAY AND LABEL VALVES, FITTINGS, AND PIPES ON THE PLANS IN MODEL SPACE. INCLUDE A LOCATION ARROW GOING TO THE IDENTIFIED OBJECT:

VALVE EXAMPLE:

20" GATE VALVE
STA. 22+23 (LT.55.0')
LAT. = 29°12'53.009
LONG. = 81°04'03.355"W
N = 1,774,373.4058
E = 634,602.7566
TOP OF NUT ELEV. = 27.50
GROUND ELEV. = 30.50

20" DIP WATER MAIN
STA. 22+00 (RT.55.0')
LAT. = 29°12'50.009"N
LONG. = 81°04'26.355"W
N = 1,774,373.4058
E = 634,602.7566
TOP OF PIPE ELEV. = 27.50
GROUND ELEV. = 30.50

MANHOLE EXAMPLE:

MANHOLE NO. 25
STA. 22+23 (LT.55.0')
LAT. = 29°12'53.009
LONG. = 81°04'03.355"W
N = 1,774,373.4058
E = 634,602.7566
RIM ELEV. = 27.50
NORTH 15° RCP ELEV. = 8.50
WEST 24° CMP ELEV. = 7.50
BOTTOM ELEV. = 9.30

2" PVC CONDUIT
STA. 22+00 (RT.55.0')
LAT. = 29°12'50.009"N
LONG. = 81°04'26.355"W
N = 1,774,373.4058
E = 634,602.7566
TOP OF PIPE ELEV. = 27.50
GROUND ELEV. = 30.50

AS-BUILTS/RECORD DOCUMENTS (CONT'D)

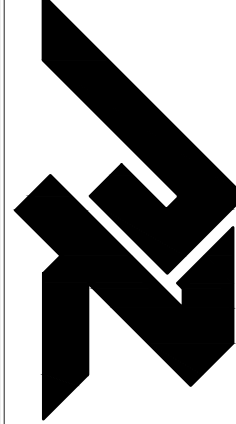
(ALL BENCH MARKS USED MUST BE SHOWN ON THE PLANS) BENCH MARK EXAMPLE:

BM#13
STA. 20+33 (LT. 85.5')
3/4" IRON ROD WITH PLASTIC CAP...
N = 1,774,373.4058
E = 634,602.7566
LAT. = 29°04'53.355"W
LONG. = 81°04'53.355"W
ELEV. = 32.55

PART 2 - EXECUTION

2.1 GENERAL:

- ALL DRAWINGS SHALL BE PREPARED TO TRUE STATE PLANE COORDINATES. CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, LABOR NEEDED TO PREPARE AND SUBMIT ACCURATE AS-BUILT/RECORD DRAWINGS.
- A. IT IS ACCEPTABLE TO CITY IF THE SURVEYOR UTILIZES AN AFTER THE FACT APPROACH TO COLLECTING AND VERIFYING THE LOCATION AND DEPTH BY VERTICAL PVC PIPES PLACED BY THE CONTRACTOR AS MARKERS FOR THIS PURPOSE. THE SURVEYOR SHALL VERIFY TO THE ACCURACY DEFINED IN FLORIDA STATUTES THE AS-BUILT CONDITIONS AND CERTIFY THE RECORD DRAWINGS.
- B. CITY SHALL NOT BE CONSIDERED THE BEST SOURCE OF INFORMATION FOR VALVE LOCATIONS THAT MAY HAVE BEEN LOST DURING FINAL GRADING. THE SURVEYOR OR CONTRACTOR SHALL EXCAVATE AND PROPERLY MARK ALL VALVE BOXES AND EACH VALVE SHALL HAVE A TAG OR COLOR CODED TO DEFINE WATER, SEWER, OR REUSE WATER VALVES. THE USE OF TEMPORARY PVC PIPE MARKERS COLOR CODED IS ACCEPTABLE SO LONG AS CROSS REFERENCES ARE PROVIDED ON THE RECORD DRAWINGS TO PREVENT THE TOPS FROM A WATER VALVE BEING PLACED ON A SEWER VALVE.
- C. THE CONTRACTOR SHALL PROVIDE THE UTILITIES DEPARTMENT ENGINEERING DIVISION THE FINAL AS-BUILT/RECORD DRAWINGS ON CD AND MYLARS. THE AS BUILT RECORD DRAWINGS SHALL BE PREPARED USING AutoCAD FORMAT 2010 OR LATER. IN MODEL SPACE THE DRAWING SHALL BE IN FL83-EF (NAD83 FLORIDA STATE PLANES, EAST ZONE, US FOOT) STATE PLANE COORDINATES AND SHALL BE ABLE TO BE INSERTED INTO THE CITY'S OVERALL GIS SYSTEM. THE RECORD DRAWINGS SHALL ALSO BE PRINTED, SIGNED AND SEALED AS ALLOWED BY STATE OF FLORIDA REGULATIONS. A DISCLAIMER MAY BE NOTED IN A TRANSMITTAL LETTER PLUS THE SURVEYOR MAY ADD A SPECIAL NOTICE ON EACH SHEET REGARDING THE LOCATION OF THE TRUE ORIGINAL RECORD DRAWINGS OR PLACE LIMITS ON RESPONSIBILITY SHOULD SOMEONE IN THE FUTURE NEED TO MODIFY THE DRAWINGS.
- D. IDENTIFY THE SOURCE MARKERS FOR THE SURVEY USED FOR RECORD DRAWINGS.



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ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-02-21	HK	CITY OF DELAND SUBMITTAL
2	07-02-21	HK	SURVIVED RESUBMITTAL REVISED PER COMMENTS DATED 07-16-21
3	08-24-21	JL/HK	CITY OF DELAND RE-SUBMITTAL PH1A & PH1B
4	10-22-21	JL/HK	REVISED PER CITY COMMENTS DATED 11-22-21
5	11-29-21	JL/HK	REVISED PER CITY COMMENTS DATED 12-08-21
6	12-29-21	JL/HK	REVISED PER CITY COMMENTS DATED 01-05-22
7	01-05-22	JL/HK	REVISED PER CITY COMMENTS DATED 01-05-22
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MANCHESTER NEIGHBORHOOD
PHASE 1B
FINAL ENGINEERING PLANS
CONSTRUCTION NOTES

VOLUSIA COUNTY, FLORIDA

CITY OF DELAND

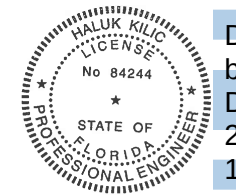
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DESIGNED BY: HK/JML

DRAFTED BY: JML

CHECKED BY: RMH

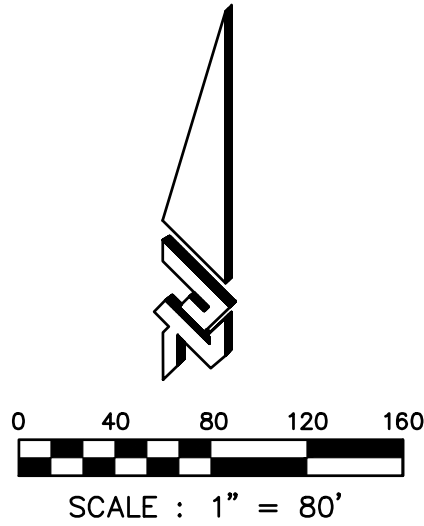
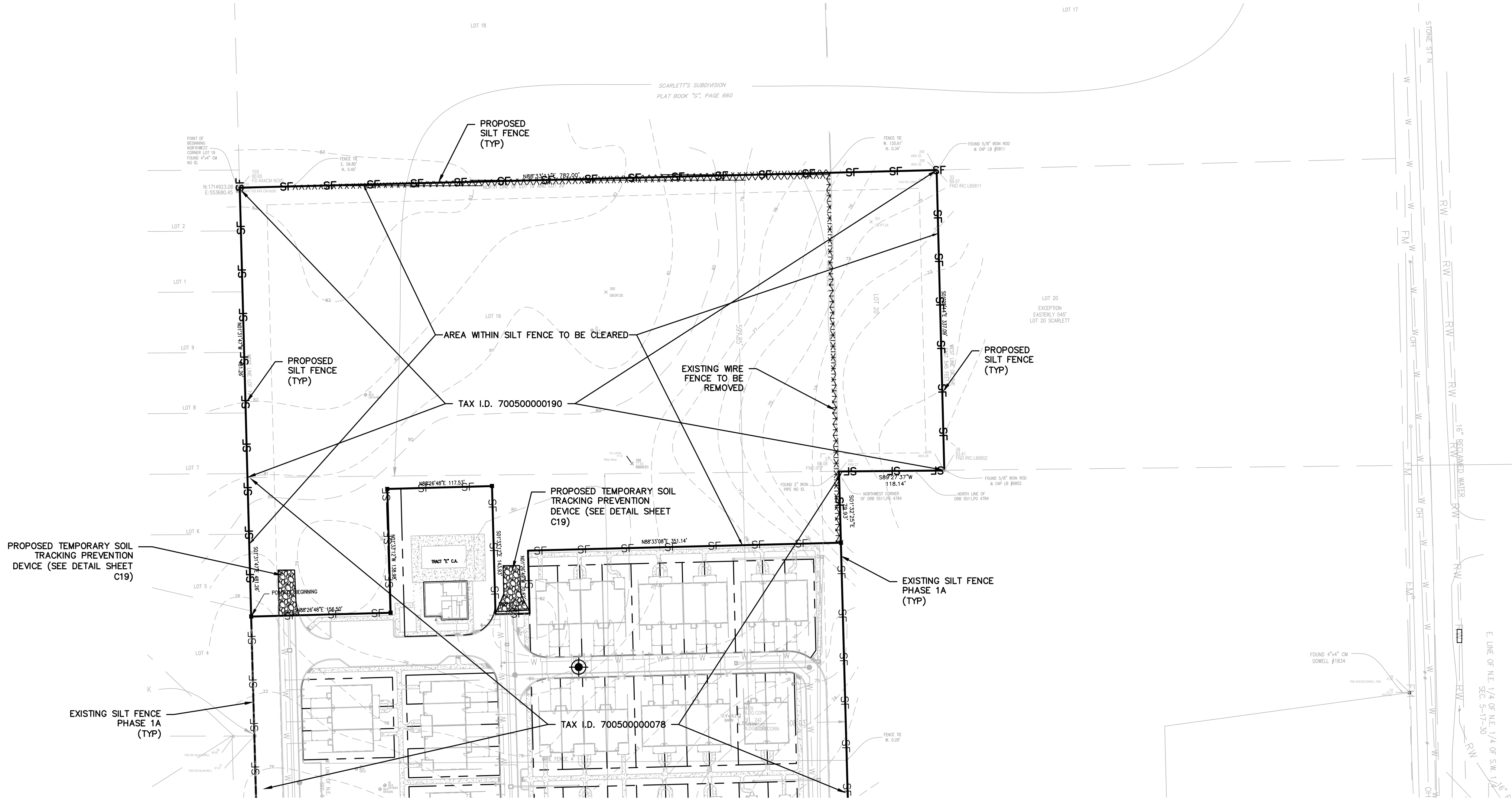
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RANDY M. HUDAK, P.E., NO. 89244
KULIK KILIC, P.E., NO. 80244
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SHEET: C4 OF 19



LEGEND:

- SF PROPOSED SILT FENCE
- X PROPOSED TEMPORARY CONSTRUCTION FENCE
- SOIL BORING LOCATION (REFER TO GEOTECHNICAL REPORT)
- PROPOSED DEMOLITION

NOTES:
1.

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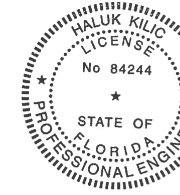
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PROPOSED PROJECT AREA:	7.32 AC
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EXISTING ZONING:	PLANNED DEVELOPMENT (PD) (COMMUNITY HEALTH OVERLAY)
PROPOSED ZONING:	PLANNED DEVELOPMENT (PD) (COMMUNITY HEALTH OVERLAY)

MANCHESTER NEIGHBORHOOD
PHASE 1B
FINAL ENGINEERING PLANS
DEMOLITION & EROSION
CONTROL PLAN

CITY OF DELAND VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19194
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: RMH

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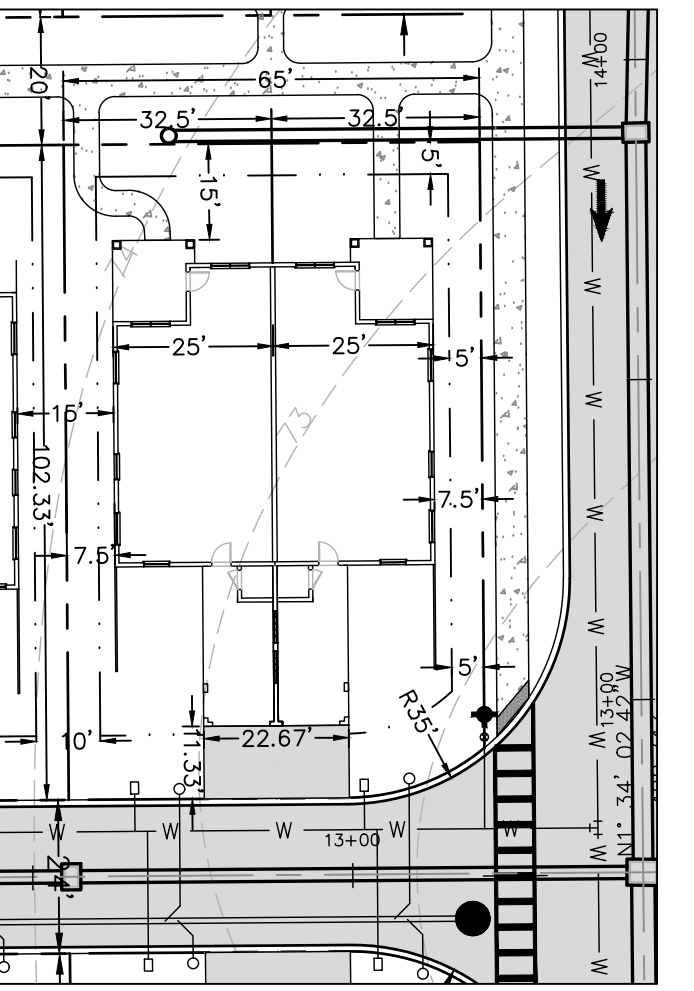
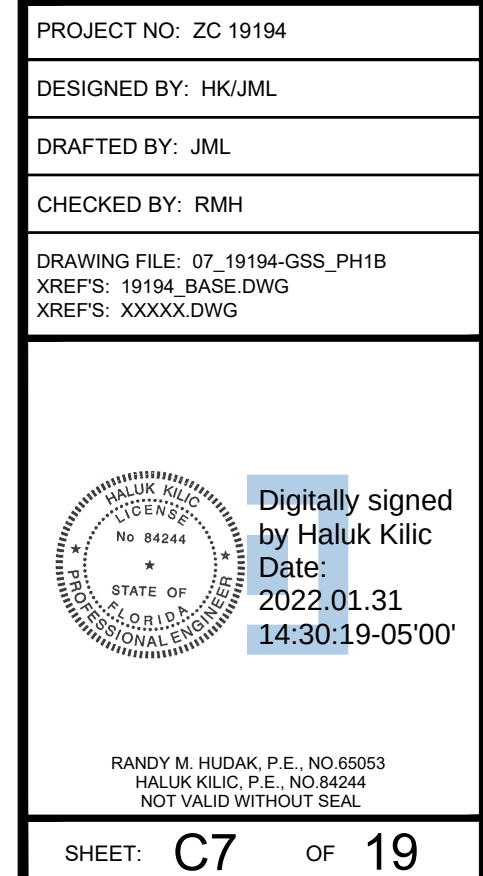
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SHEET: C5 OF 19

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

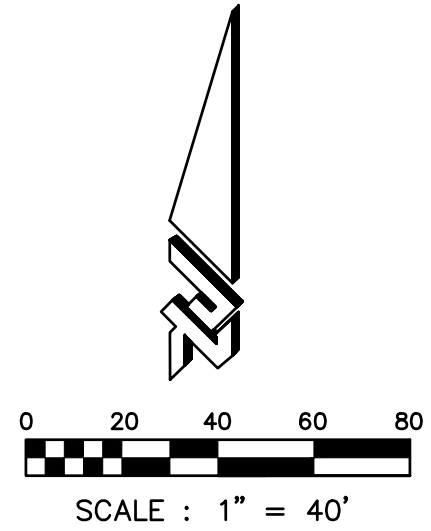
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& ASSOCIATES, INC.
10000 W. UNIVERSITY BLVD., SUITE 200
FORT LAUDERDALE, FL 33324
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MODEL B DUPLEX TYPICAL LAYOUT

A. 19194 MANCHESTER SENIOR HOUSING SUBMITTAL ENGINEERING PLANS CADWORKS 19194 PHASE 1B 08-19194-PD-PH1B.DWG - PRINTED: 1/27/2022 1:50 PM

SCARLETT'S SUBDIVISION
PLAT BOOK 'G', PAGE 660



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED STREET LIGHT

- NOTES:
- SEE THIS SHEET STORMWATER STRUCTURE TABLES.
 - CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
 - MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LAND DEVELOPMENT CODE.

STORMWATER STRUCTURE TABLE			
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-17B	TYPE C INLET - INDEX NO. 425-052	80.80	77.57 (S) 18" RCP
ST-21	TYPE C INLET - INDEX NO. 425-052	79.46	74.00 (S) 24" RCP 74.80 (N) 18" RCP 74.80 (W) 18" HP
ST-21A	24" YARD DRAIN WITH RECTANGULAR GRATE	79.60	76.00 (E) 18" HP
ST-21B	TYPE C INLET - INDEX NO. 425-052	80.33	76.02 (S) 18" RCP
ST-29	TYPE D INLET - INDEX NO. 425-052	76.46	72.56 (W) 18" RCP 71.83 (E) 24" RCP 71.64 (S) 24" RCP
ST-30	TYPE C INLET - INDEX NO. 425-052	77.61	72.87 (E) 18" RCP
ST-31	MANHOLE (48" DIA.) - INDEX NO. 425-001	75.59	72.08 (NE) 24" RCP 72.08 (W) 24" RCP
ST-32	TYPE C INLET - INDEX NO. 425-052	75.20	72.20 (SW) 24" RCP 72.20 (N) 24" RCP
ST-33	TYPE C INLET - INDEX NO. 425-052	75.89	72.60 (S) 24" RCP 73.41 (W) 18" HP 72.60 (N) 24" RCP
ST-33A	24" YARD DRAIN WITH RECTANGULAR GRATE	77.33	74.50 (E) 18" HP
ST-34	MANHOLE (48" DIA.) - INDEX NO. 425-001	78.00	73.32 (S) 24" RCP 73.32 (W) 18" RCP
ST-35	TYPE C INLET - INDEX NO. 425-052	78.82	74.23 (E) 18" RCP 74.23 (W) 18" RCP
ST-36	TYPE C INLET - INDEX NO. 425-052	79.95	74.68 (E) 18" RCP



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	07-20-21	JK	CITY OF DELAND SUBMITTAL
2	08-21-21	JH/K	SURVISED RESUBMITTAL REVISED PER COMMENTS DATED 07-16-21
3	10-22-21	JH/K	CITY OF DELAND RE-SUBMITTAL PH1A & PH1B
4	11-22-21	JH/K	REVISED PER CITY COMMENTS DATED 11-22-21
5	12-28-21	JH/K	REVISED PER CITY COMMENTS DATED 12-28-21
6	01-31-22	JH/K	REVISED PER CITY COMMENTS DATED 01-31-22
7			

MANCHESTER NEIGHBORHOOD
PHASE 1B
FINAL ENGINEERING PLANS
PAVING, GRADING &
DRAINAGE PLAN

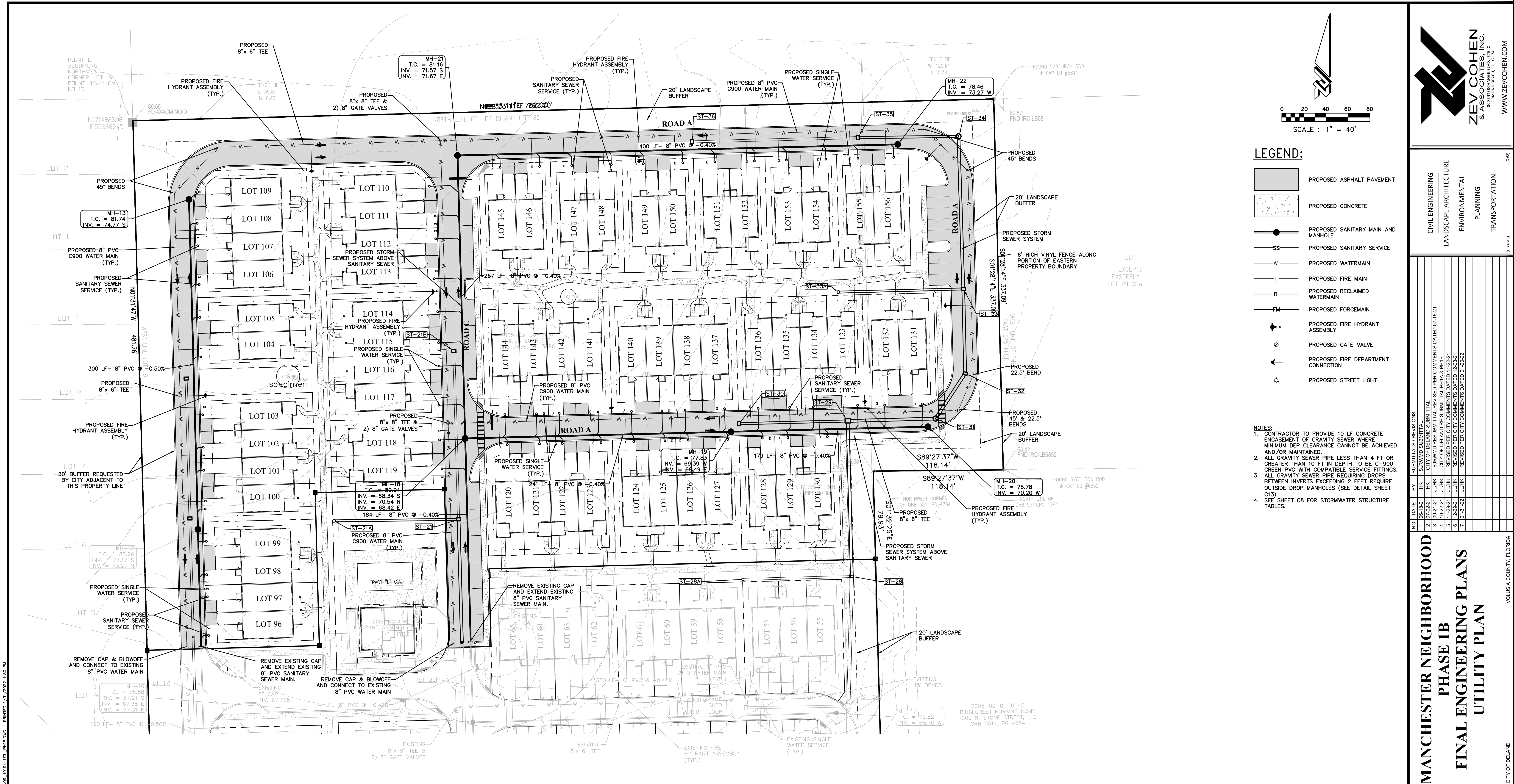
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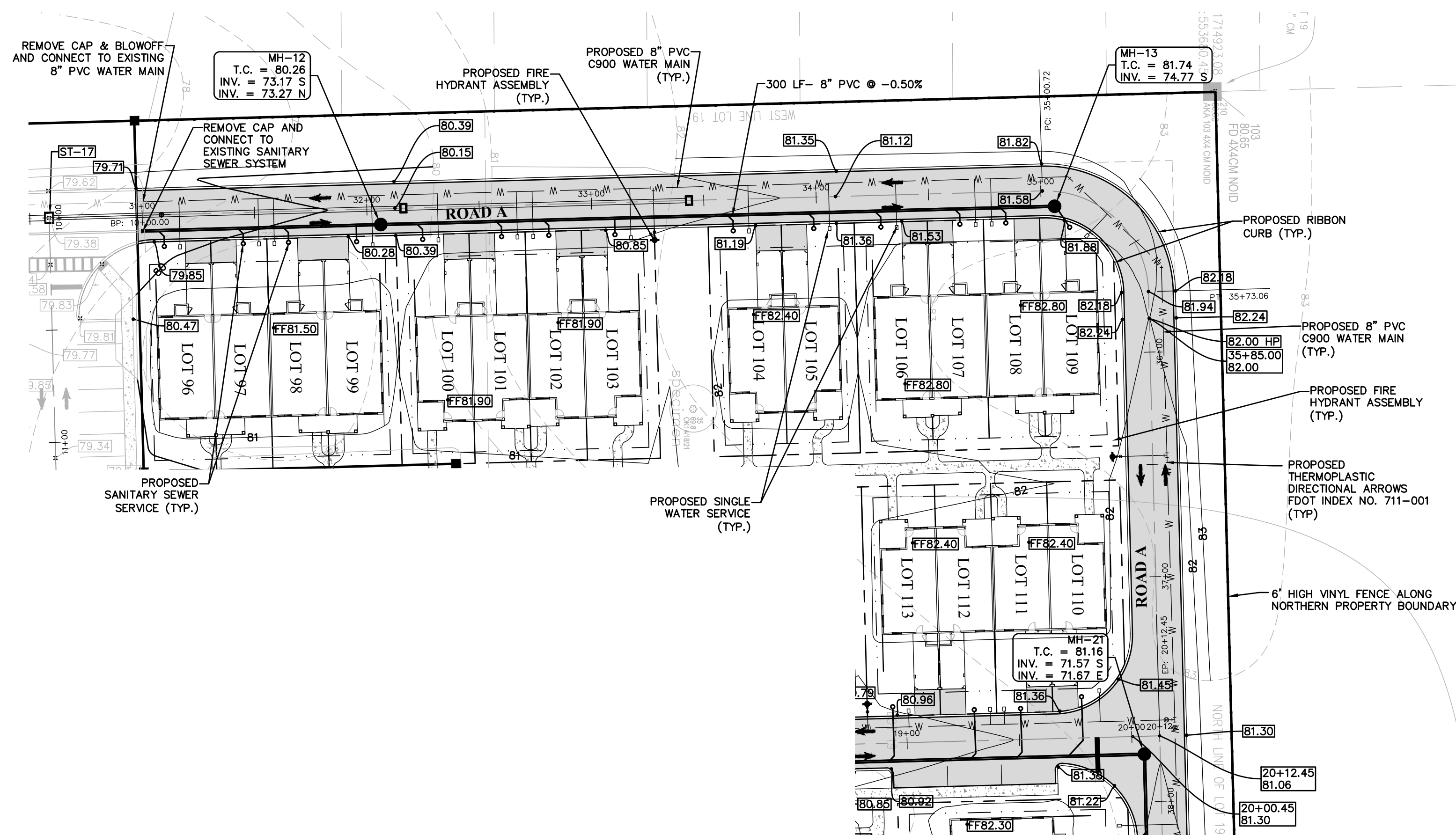
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by Haluk Kilic
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SHEET: C8 OF 19

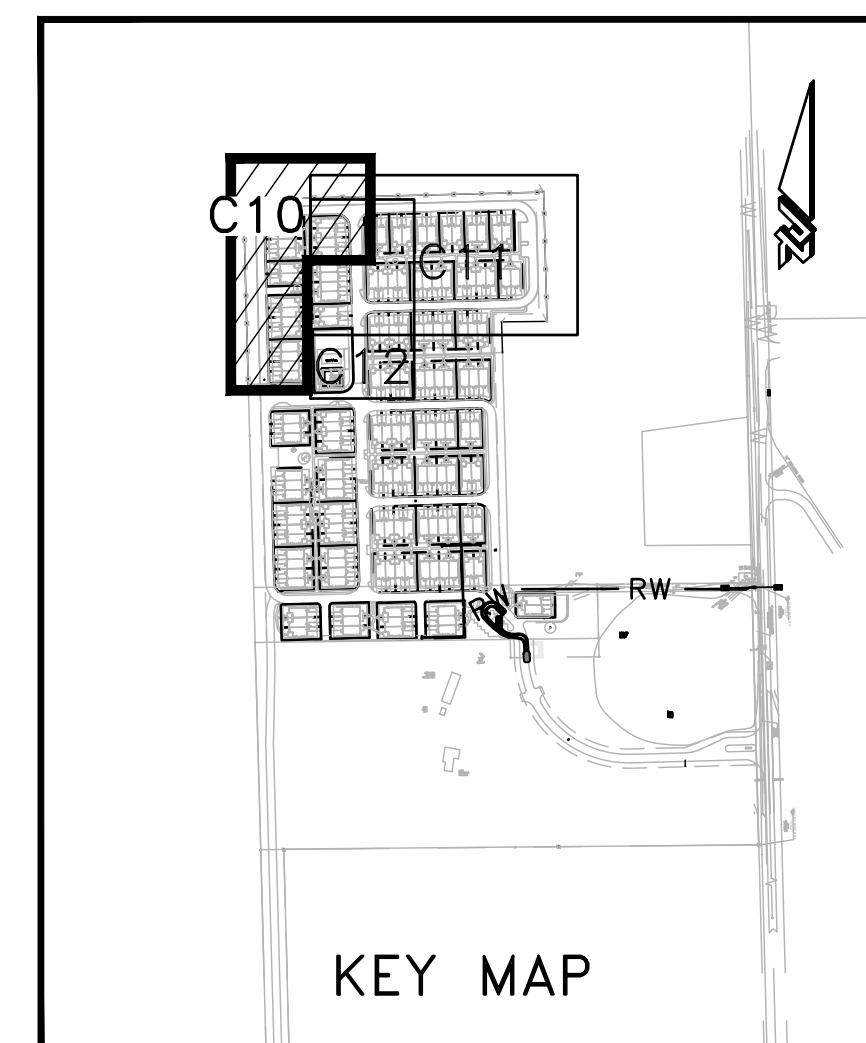
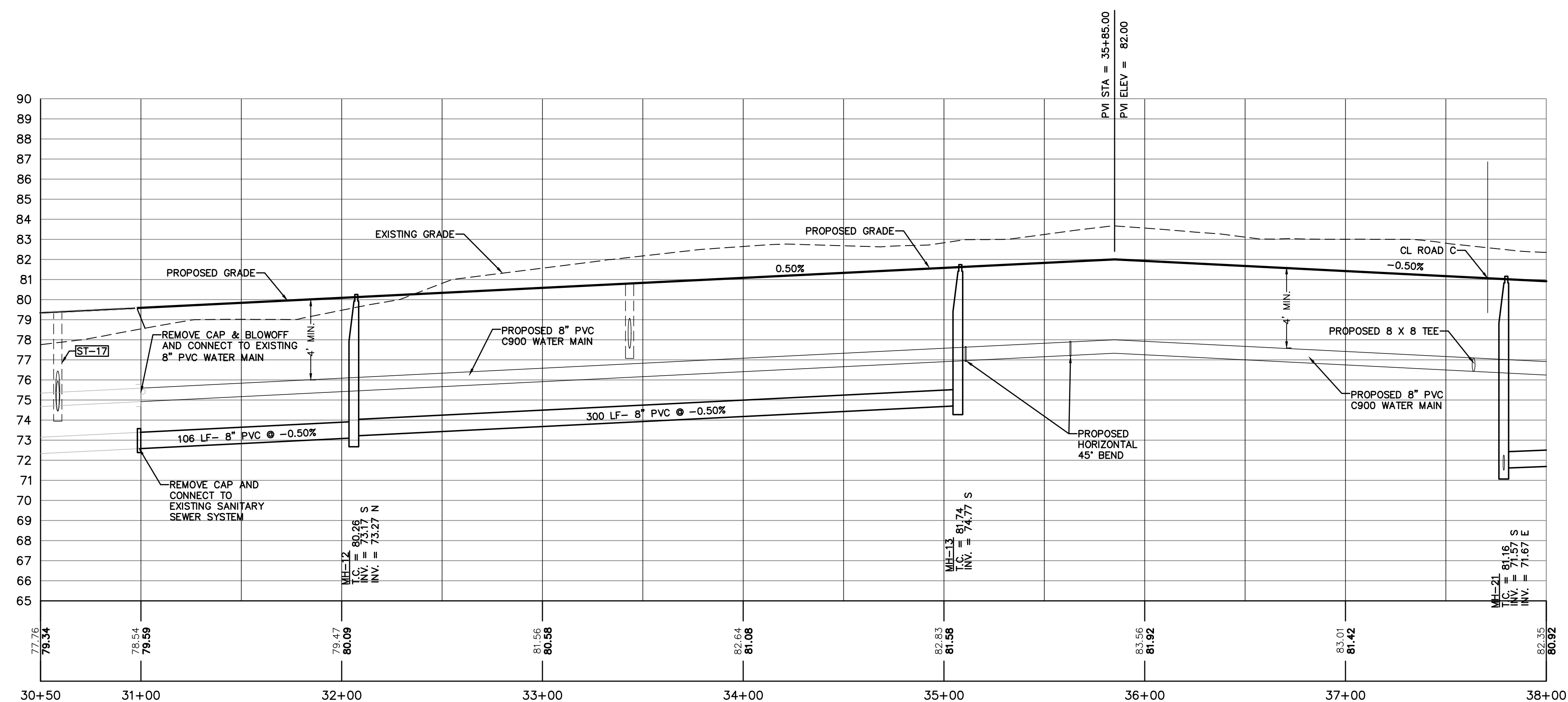
R. 19194 MANCHESTER SENIOR HOUSING/INDIVIDUAL ENGINEERING PLANS/ADDITIONAL PHASE 1B/09-19194-UTL-PH1B.DWG - PRINTED: 7/27/2022 1:50 PM





ROAD A PLAN & PROFILE

PLAN VIEW: 1"=40'
 PROFILE VIEW: HORIZ: 1"=40'
 VERT: 1"=4'



LEGEND:

	PROPOSED SANITARY MAIN AND MANHOLE		PROPOSED FORCEMAIN
	PROPOSED WATERMAIN		PROPOSED STORMWATER INLET
	PROPOSED FIRE MAIN		PROPOSED STORMWATER MANHOLE
	PROPOSED RECLAIMED WATERMAIN		PROPOSED MES



SCALE : 1" = 40

- NOTES:**
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
 2. ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
 3. ALL GRAVITY SEWER PIPE REQUIRING DROPS BETWEEN INVERTS EXCEEDING 2 FEET REQUIRE OUTSIDE DROP MANHOLES (SEE DETAIL SHEET C13).
 4. SEE SHEET C8 FOR STORMWATER STRUCTURE TABLES.



**ZEV COHEN
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(L.C. 62)
EB 45(6)

NO	DATE	BY	SUBMITTALS / REVISIONS
1	06-18-21	HK	S/RWMD SUBMITTAL
2	07-09-21	HK	CITY OF DELAND SUBMITTAL
3	09-21-21	JLHK	S/RWMD RESUBMITTAL REVISED PER COMMENTS DATED 07-18-21
4	10-26-21	JLHK	CITY OF DELAND RESUBMITTAL REVISED PER COMMENTS DATED 07-18-21
5	11-22-21	JLHK	REVISED PER COMMENTS DATED 10-27-21
6	12-29-21	JLHK	REVISED PER CITY COMMENTS DATED 12-8-21
7	01-31-22	JLHK	REVISED PER CITY COMMENTS DATED 01-29-22

MANCHESTER NEIGHBORHOOD PHASE 1B FINAL ENGINEERING PLANS PLAN & PROFILE

VOLUSIA COUNTY, FLORIDA

CITY OF DELAND

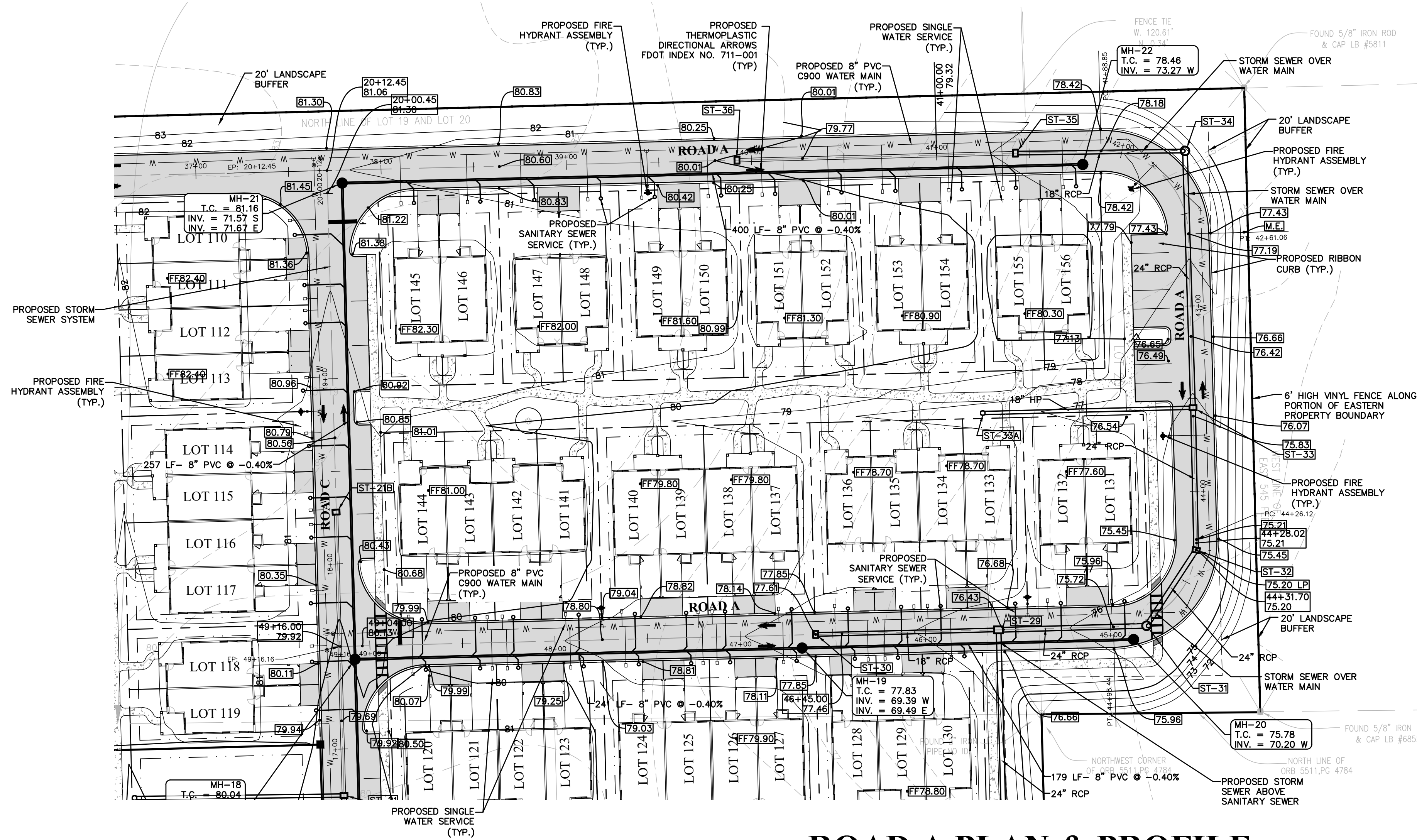
PROJECT NO: ZC 19194
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: RMH
DRAWING FILE: 10-12_19194-PP_PH1B XREF'S: 19194_BASE.DWG XREF'S: XXXXX.DWG



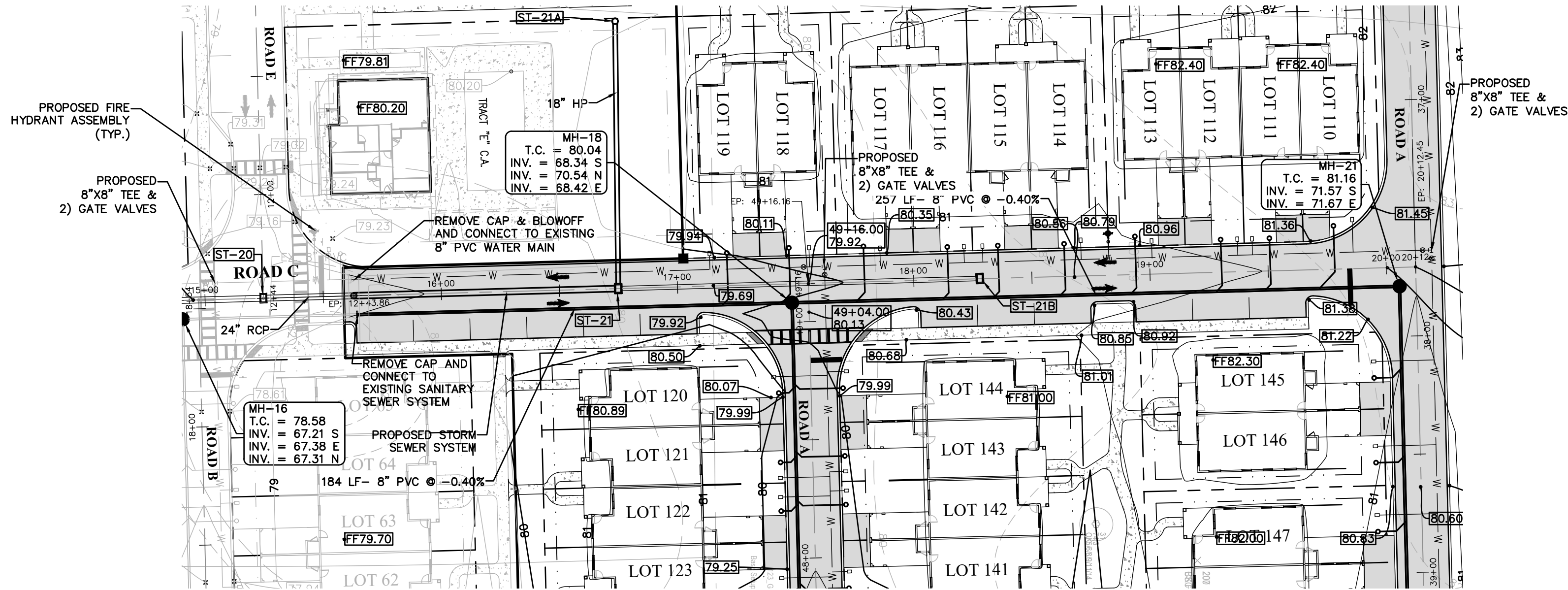
RANDY M. HUDAK, P.E., NO.65053
HALUK KILIC, P.E., NO.84244
NOT VALID WITHOUT SEAL

SHEET: C10 OF 19

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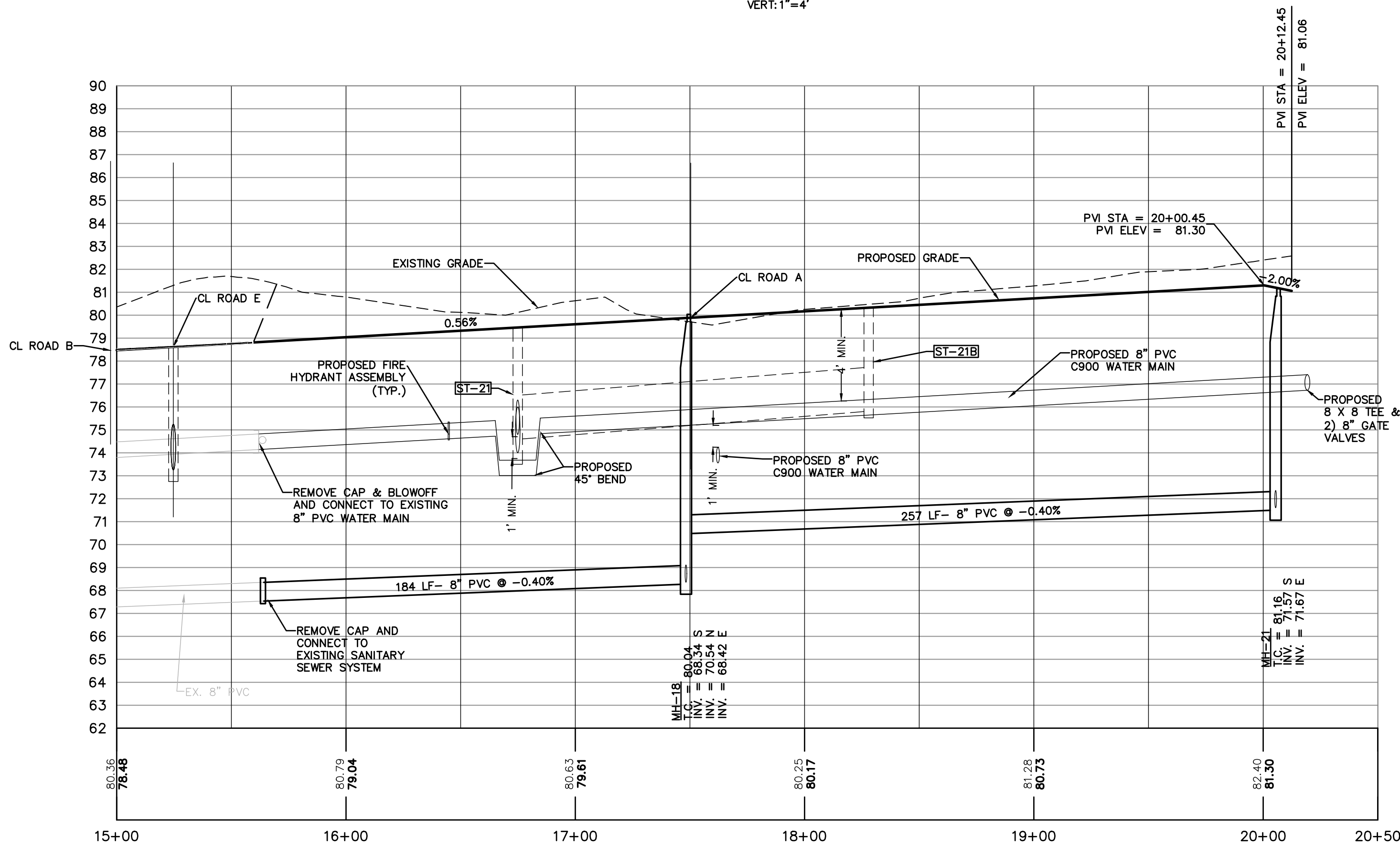


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ROAD C PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: 1"=40'
VERT: 1"=4'

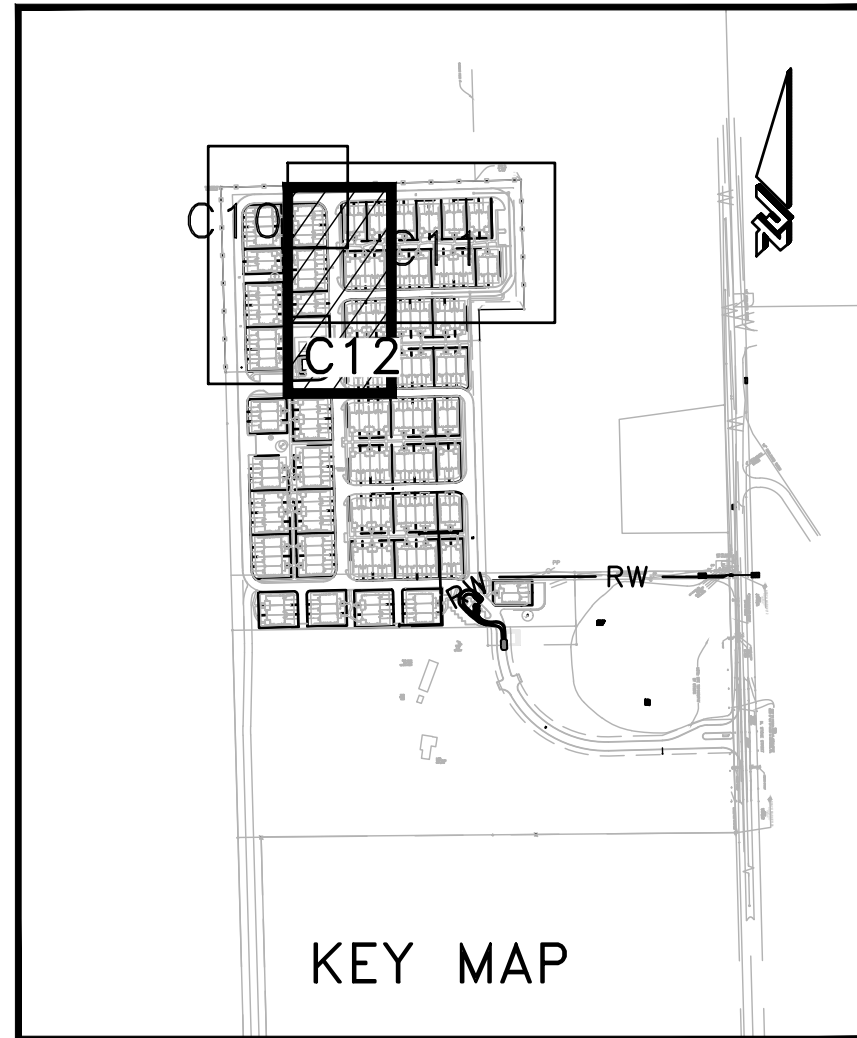


LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN
- PROPOSED FIRE MAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED FORCEMAIN
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES

NOTES:

- CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASUREMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
- ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
- ALL GRAVITY SEWER PIPE REQUIRING DROPS BETWEEN INVERTS EXCEEDING 2 FEET REQUIRE OUTSIDE DROP MANHOLES (SEE DETAIL SHEET C13).
- SEE SHEET C8 FOR STORMWATER STRUCTURE TABLES.



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	07-20-21	HK	CITY OF DELAND SUBMITTAL
2	08-21-21	JLHK	SURVIVED RESUBMITTAL REVISED PER COMMENTS DATED 07-16-21
3	10-22-21	JLHK	CITY OF DELAND RE-SUBMITTAL PH1A & PH1B
4	11-29-21	JLHK	REVISED PER CITY COMMENTS DATED 11-22-21
5	12-28-21	JLHK	REVISED PER CITY COMMENTS DATED 12-28-21
6	01-21-22	JLHK	REVISED PER CITY COMMENTS DATED 01-20-22
7			

MANCHESTER NEIGHBORHOOD PHASE 1B FINAL ENGINEERING PLANS PLAN & PROFILE

PROJECT NO: ZC 19194

DESIGNED BY: HK/JML

DRAFTED BY: JML

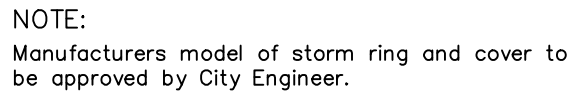
CHECKED BY: RMH

DRAWING FILE: 10-12_19194-PP-PH1B
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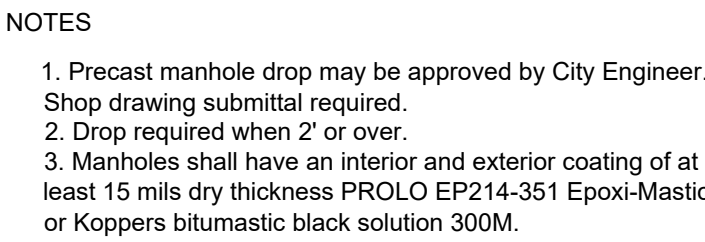
Digitally signed
by Haluk Kilic
Date: 2022.01.31
14:30:31-05'00'

RANDY M. HUDAK, P.E., NO. 65053
HALUK KILIC, P.E., NO. 64244
NOT VALID WITHOUT SEAL

SHEET: C12 OF 19



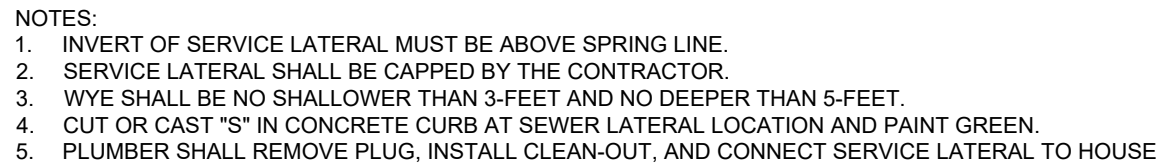
City of DeLand - Standard Details



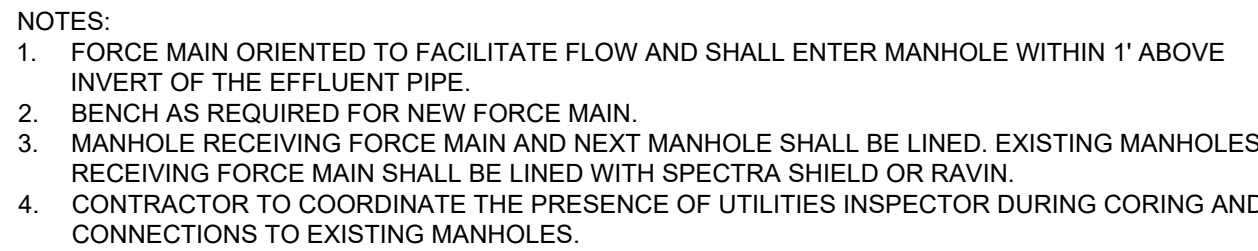
SANITARY MANHOLE



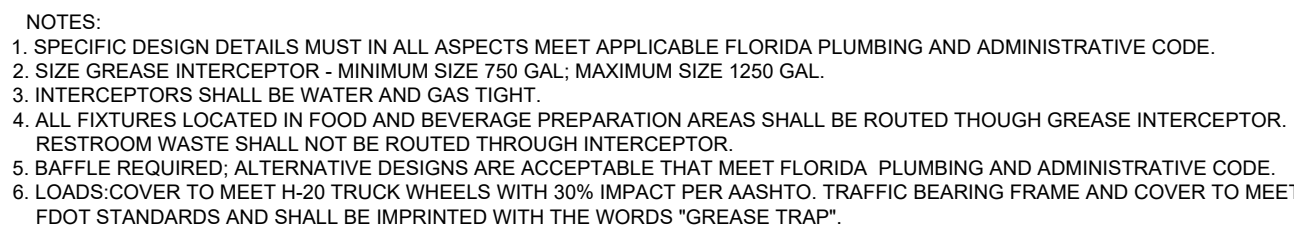
SANITARY MANHOLE



SANITARY SERVICE MATERIALS



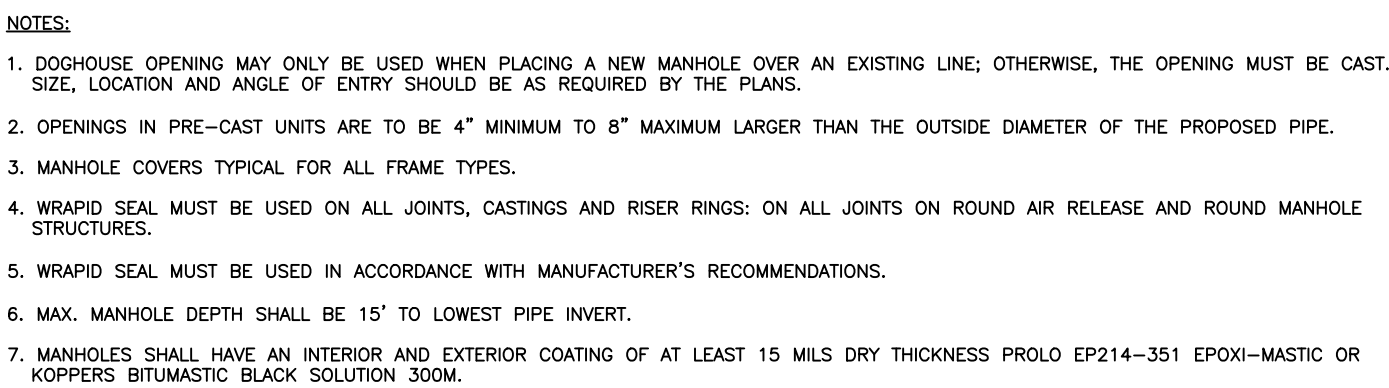
FORCE MAIN TO GRAVITY SEWER CONNECTION



GREASE TRAP



CLEAN - OUT



DOGHOUSE MANHOLE



FORCE MAIN VALVE SETTING



FORCE MAIN VALVE SETTING

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ANCHESTER NEIGHBORHOOD PHASE 1B FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

VOLUNTARY COUNTY, FLORIDA

CITY OF DELAND

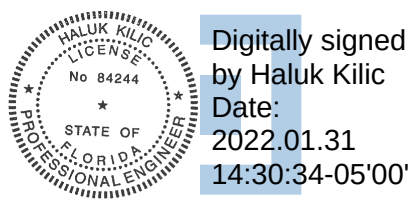
PROJECT NO: ZC 19194

DESIGNED BY: HK/JML

DRAFTED BY: JML

CHECKED BY: RMH

DRAWING FILE: 13-19-19194-DET_PH1B
XREF'S: 19194_BASE.DWG
XREF'S: XXXXX.DWG

[illegible]

RANDY M. HUDAK, P.E., NO.6505
HALUK KILIC, P.E., NO.84244
NOT VALID WITHOUT SEAL

SHEET: C13 OF 19

NOTES:
1. WATTS
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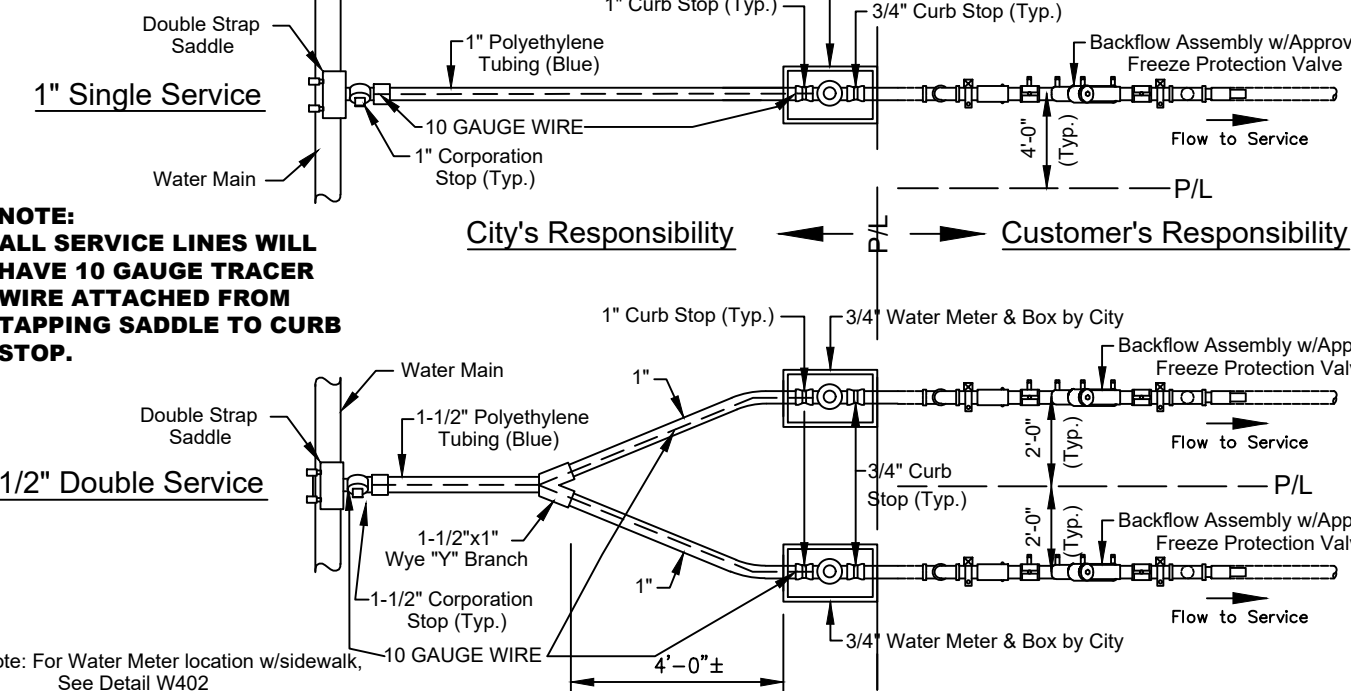
1/2"

TR

DATE:

Not
1. A

1. WATER MAINS TO BE ON NORTH OR EAST SIDE OF R.O.W., APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. SERVICE LINES TO BE DIRECT WITHIN THE SUBDIVISION. DRIVEWAYS SHALL NOT BE LIT OVER METERS.
3. METER SHALL BE PLACED IN THE PRESSURE TESTING TEST (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DISCRETION OF THE UTILITIES DEPARTMENT. AFTER SUCCESSFUL COMPLETION OF THE TESTING AND CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER AND SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 6" AND LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO 4" MAIN IS 1"-1/2" AND LARGER TO ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORROSION PROTS. SHALL BE "FORO" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONBRAC" 4800PVPFVZ.
12. ALL 3/4", 1", 1-1/2", & 2" W.M. SHALL BE SDR 20, per ASTM D327, (BLUE) POLYETHYLENE TUBING.
13. ALL BRASS FITTINGS SHALL BE LEAD FREE.
14. NO GALVANIZED FITTINGS CONNECTED TO BRASS FITTINGS.
15. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN 3 FT. RADIUS FOR SERVICE ACTIVITY.
16. METER BOX SHOULD HAVE 4"X2'X6" CLEARANCE AROUND IT.

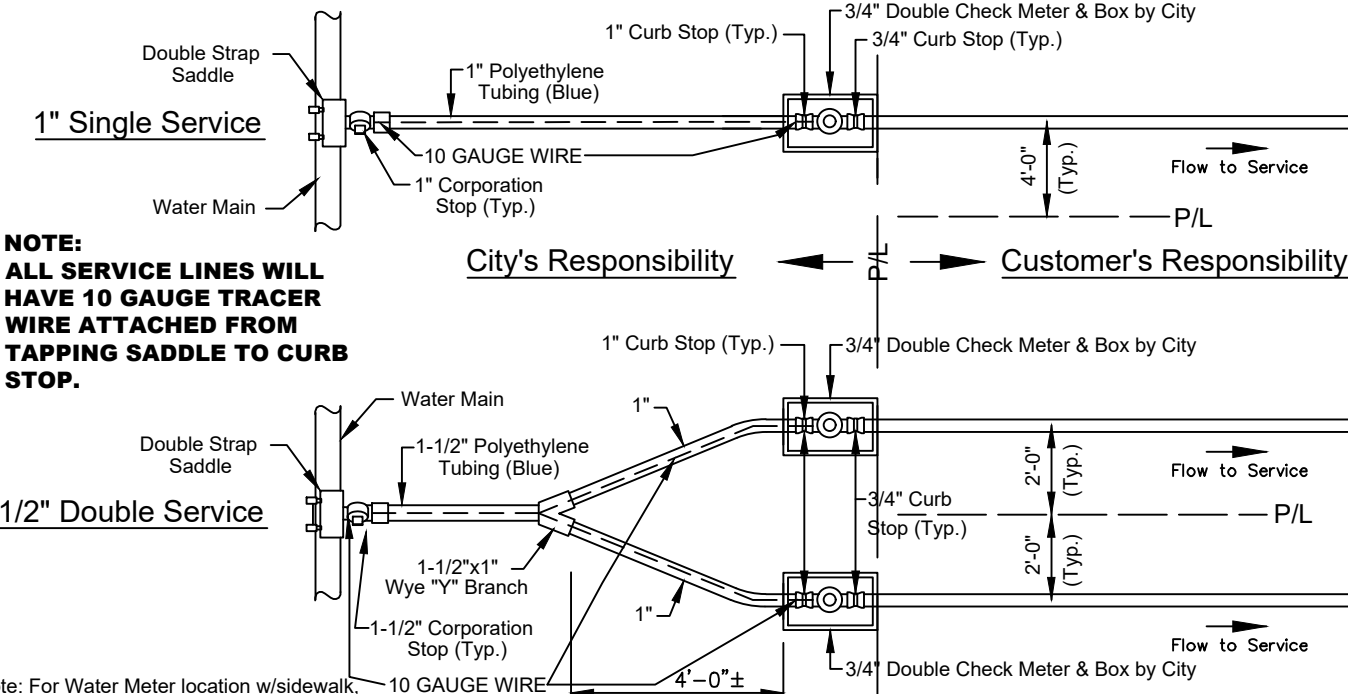


DATE: 10/26/2020

WATER MAIN SERVICE CONNECTION (BACKFLOW)

City of DeLand - Standard Details

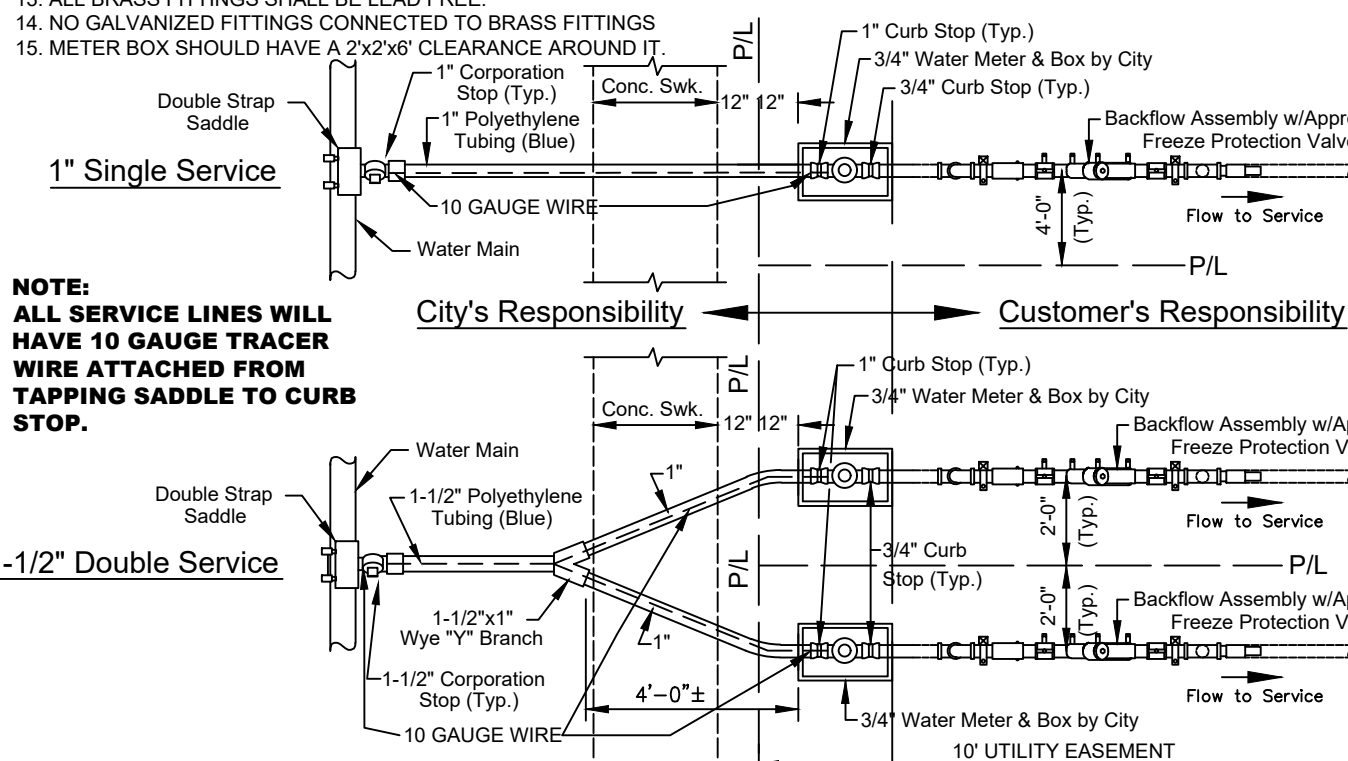
- NOTES:
1. WATER MAINS TO BE ON NORTH/EAST SIDE OF R.O.W. APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN THE SUBDIVISION. CONNECTIONS TO BE NOT BE BUILT OVER METERS TO 4 FT. MINIMUM.
3. SERVICE TAPS SHALL BE ORIGINATED AT THE PRESSURE REDUCED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT AFTER SUCCESSFUL COMPLETION OF THE TESTING AND CHLORINATION, THE PRESSURE SHALL REMAIN ON THE SYSTEM AT ALL TIMES.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS AND LATERALS TO 4" MAINS. SADDLE SHALL BE 12" MINIMUM. SADDLE SHALL BE 12" MINIMUM. SADDLE SHALL BE 12" MINIMUM.
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 3'.
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1-1/2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORROSION STOPS, SHALL BE "FORD" OR "WUELLER" ONLY.
11. ALL 3/4", 1", 1-1/2" & 2" W.M., SHALL BE SDR 35, 200 PSI, ASTM D2733 (BLUE) POLYETHYLENE TUBING.
12. ALL BRASS FITTINGS SHALL BE LEAD FREE.
13. NO GALVANIZED FITTINGS CONNECTIONS TO BE BRASS FITTINGS.
14. PLANTINGS AND OBSTRUCTIONS SHOULD BE AVOIDED WITHIN 3 FT. RADIUS FOR SERVICE ACTIVITY.
15. METER BOX SHOULD HAVE A 2'X2' CLEARANCE AROUND IT.



DATE: 10/26/2020 **WATER MAIN SERVICE CONNECTION (DOUBLE CHECK METER)**

NOTES:

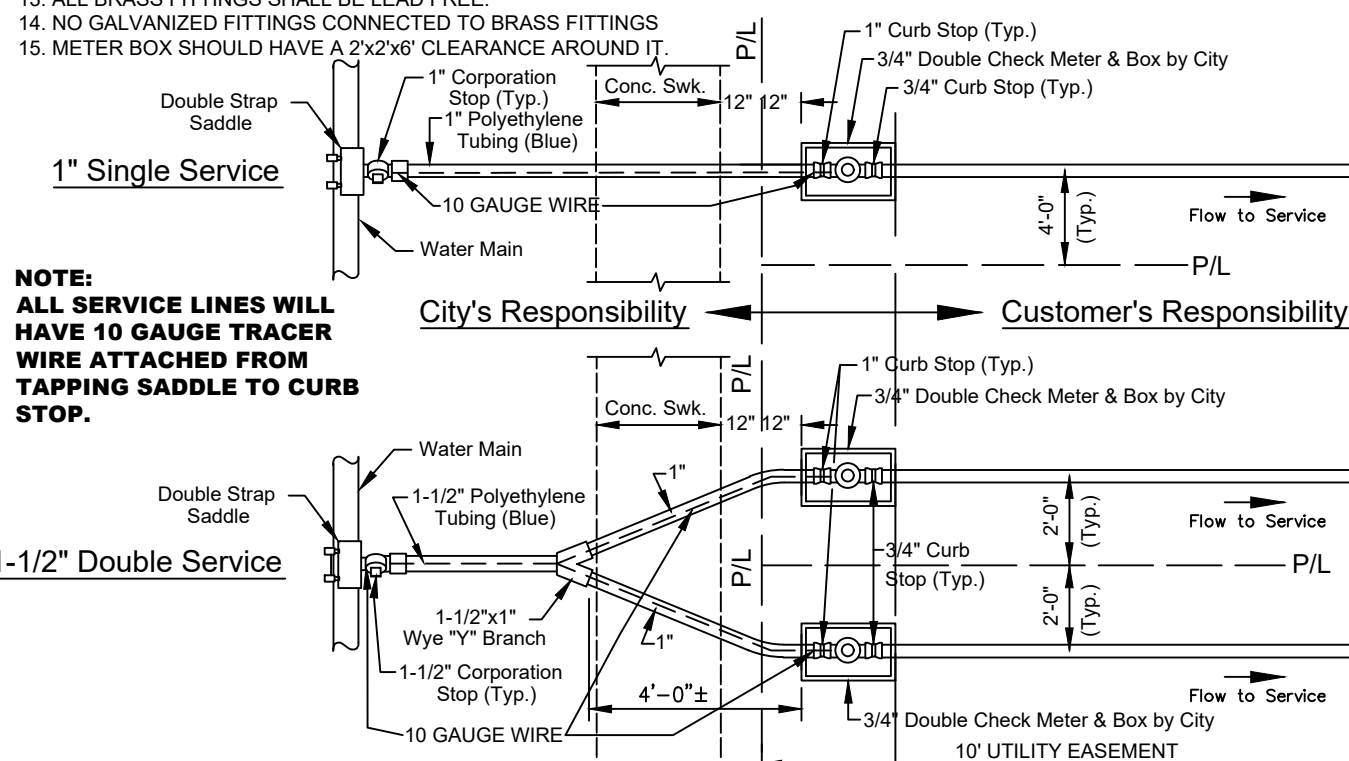
1. WASTEWATER MAINS TO BE ON NORTH OR EAST SIDE OF R.O.W. APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN 10' OF EACH OTHER.
3. ALL LINES SHALL BE CHLORINATED AND PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT AFTER SUCCESSFUL COMPLETION OF THE TESTING AND CHLORINATION, THE PRESSURE SHALL REMAIN ON ALL SYSTEMS FOR 24 HOURS.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 10" LARGED DIAMETER MAINS. LARGEST SERVICE SADDLE IS MIN. 1-1/2" AND LARGEST FOR ANY MAIN IS 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36 IN.
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL CORPORATION STOPS, SHALL BE "TORD" OR "MUELLER" ONLY.
11. FREEZE PROTECTION VALVE, SHALL BE "CONDRACO" AND APPROVED PVP27.
12. ALL 3/4", 1" - 1-1/2" & 2" W.M. SHALL BE SDR 9, 200 psi, ASTM D3737, (BLUE) POLYETHYLENE TUBING.



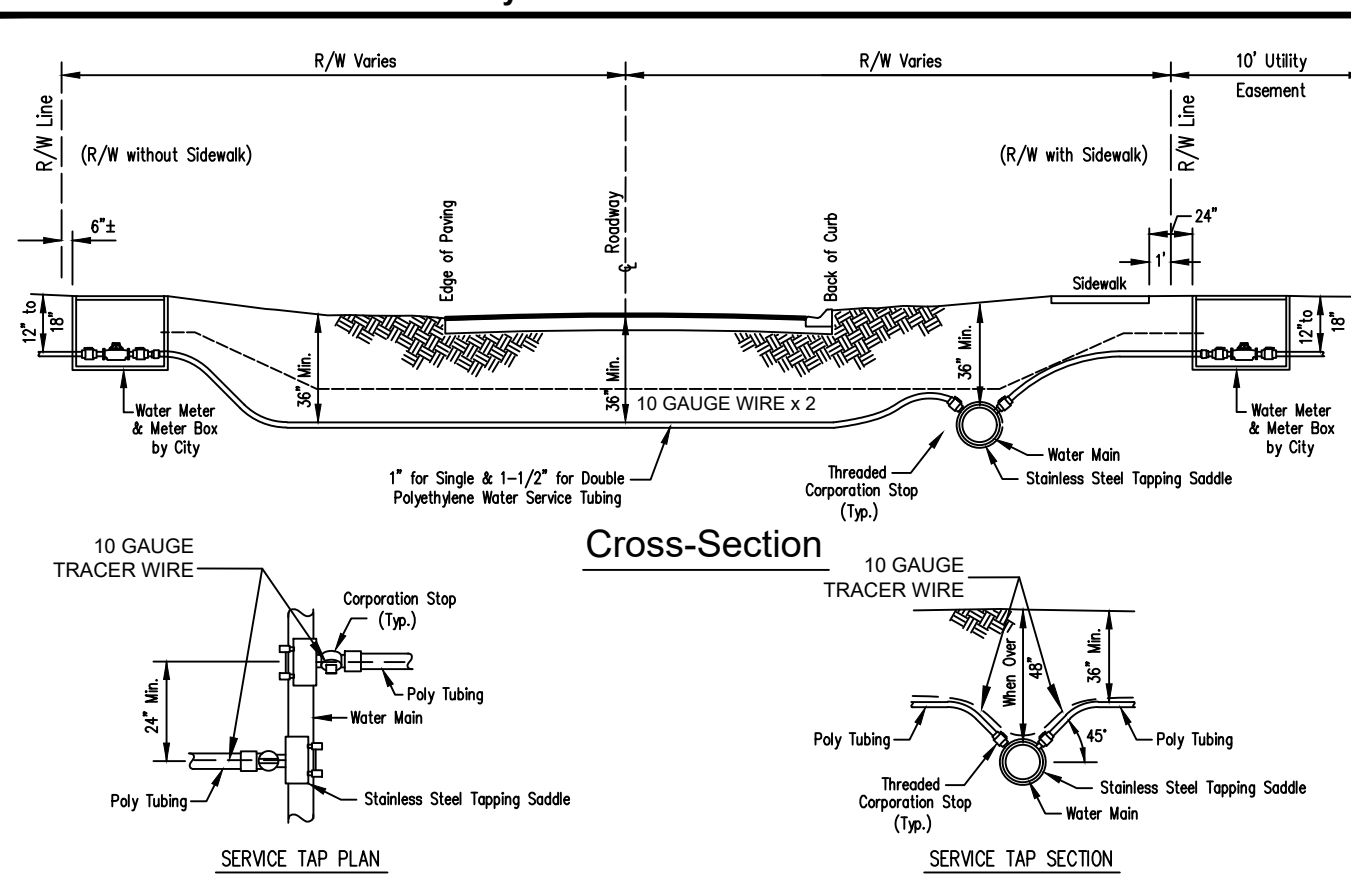
DATE: 10/26/2020 WATER MAIN SERVICE CONNECTION WITH SIDEWALK (BACKFLOW)

NOTES:

1. WATER MAINS TO BE ON NORTH OR EAST SIDE OF R.O.W. APPROX. 4 FT. BACK OF CURB UNLESS OTHERWISE AUTHORIZED BY CITY ENGINEER.
2. SERVICE CONNECTIONS TO BE 4 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT. THESE SERVICES TO BE CONSISTENT WITHIN 10' OF EACH OTHER.
3. ALL LINES SHALL BE CHLORINATED AND PRESSURE TESTED (TEST FOR TWO HOURS @ 150 P.S.I.) UNDER THE DIRECTION OF THE UTILITIES DEPARTMENT AFTER SUCCESSFUL COMPLETION OF THE TESTING AND CHLORINATION, THE PRESSURE SHALL REMAIN FOR 24 HOURS.
4. TEN FT. SEPARATION REQUIRED BETWEEN PARALLEL WATER & SANITARY SEWER LINES.
5. SADDLE IS REQUIRED FOR ALL SERVICE CONNECTIONS TO 4" PVC MAINS. SADDLE IS REQUIRED FOR 2" SERVICE CONNECTIONS TO 10" OR LARGER PVC MAINS. LARGEST SERVICE CONNECTION TO A 4" MAIN IS 1-1/2" AND LARGEST FOR ANY MAIN 2".
6. MINIMUM DISTANCE BETWEEN SERVICE TAPS TO BE NOT LESS THAN 36".
7. SINGLE SERVICE TAP SHALL BE 1".
8. DOUBLE SERVICE TAP SHALL BE 1 1/2".
9. ALL FITTINGS SHALL BE BRASS ONLY.
10. ALL BRASS FITTINGS SHALL BE F.A.O.F.F.G. SHALL BE F.A.O.F.F.G. ONLY.
11. FREEZE PROTECTION VALVE SHALL BE "CONDRACO" 40000F00P2V.
12. ALL 3/4", 1", 1 1/2", & 2" W.M. SHALL BE COR-ROD 9, 200 psi, ASTM D373, (BLUE) POLYETHYLENE TUBING.
13. BRASS FITTINGS SHALL BE F.A.O.F.F.G. SHALL BE F.A.O.F.F.G. ONLY.



DATE: 10/26/2020 **WATER MAIN SERVICE CONN. WITH SIDEWALK (DBL. CHECK METER)**



Plan

2" dia. x 18' long PVC pipe for locator wire w/ clearest cap

18" dia.

18" (Min.)

Concrete flush with ADS Pipe with smooth finish

Note:
All locate wire shall be 10 gauge. Directional bores require have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.
Wire length must have enough slack to be extended a minimum 18' above grade for use.

18" dia. x 12" thick Conc. Collar around Valve Box is to be poured in place, using a 18" dia. x 12" deep "ADS" (HDPE pipe) as a form & is to remain after work is completed. (3,000 p.s.i. Conc.) (UnPaved Areas Only)

Word "WATER" on round cover (Painted Blue)

"ADS" (HDPE pipe) to be cut between the ribs.

Fin. Grade

Varies

12" Deep (Min.)

24" to 30" (Max.)

Adjustable Valve Box

38" Min.

Depth of Cover for Mains

15" MIN. 24" MAX.

3" wide corr. polyethylene with the following label and color
Caution Buried Line Below

Provide Extension Stem, as required, to bring Operating Nut to within 24" to 30" of Fin. Grade.

Valve Lug to be centered in Valve Box or PVC.

10 Ga. Locator Wire (Min.)

Water Main

Restraining Joints at all connections.

16"x16"x6" #57 STONE

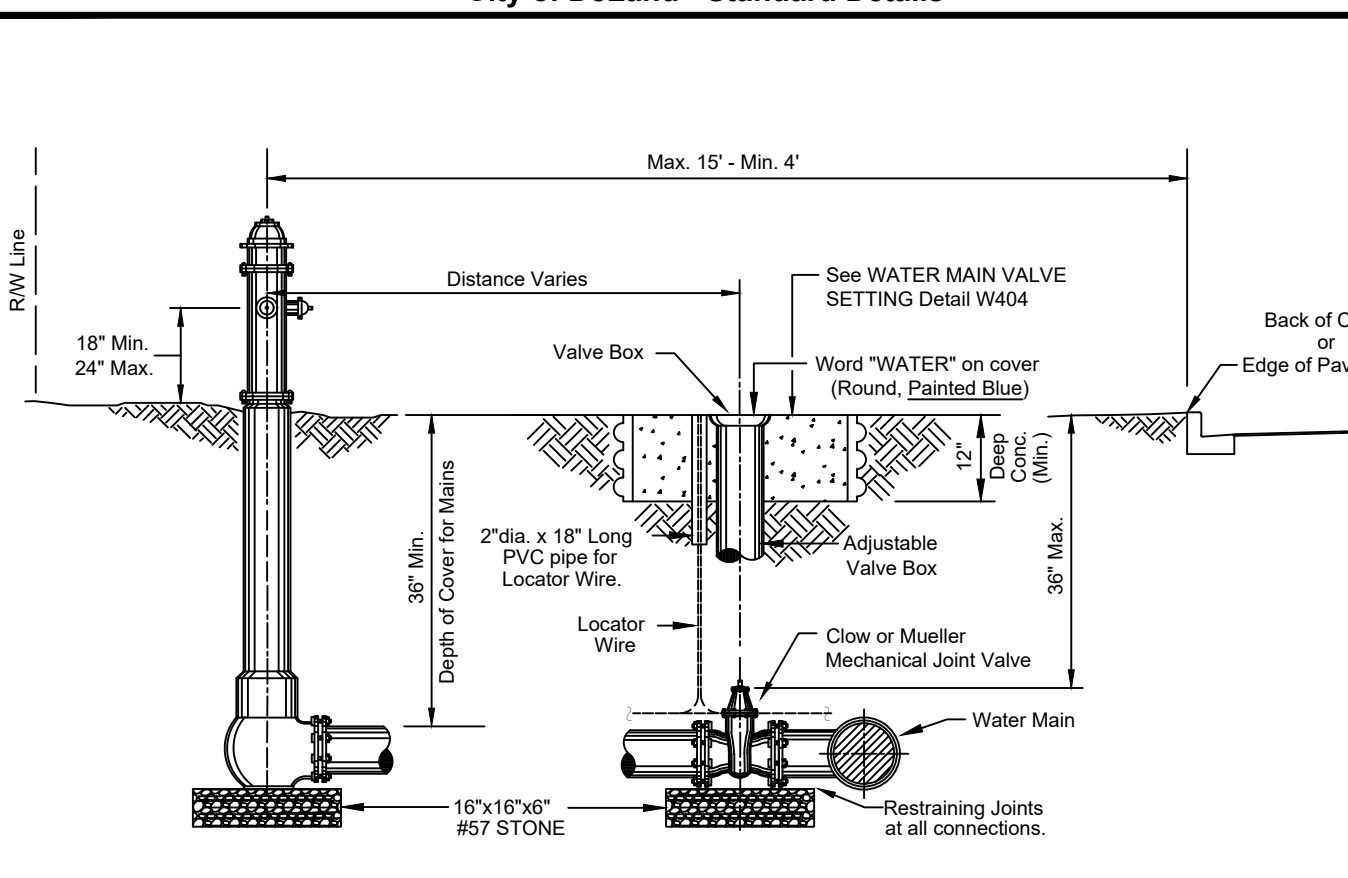
Clow or Mueller Mechanical Joint Valve

Cross-Section

Installation

"Terra Tape D" or approved Equal Locator Tape

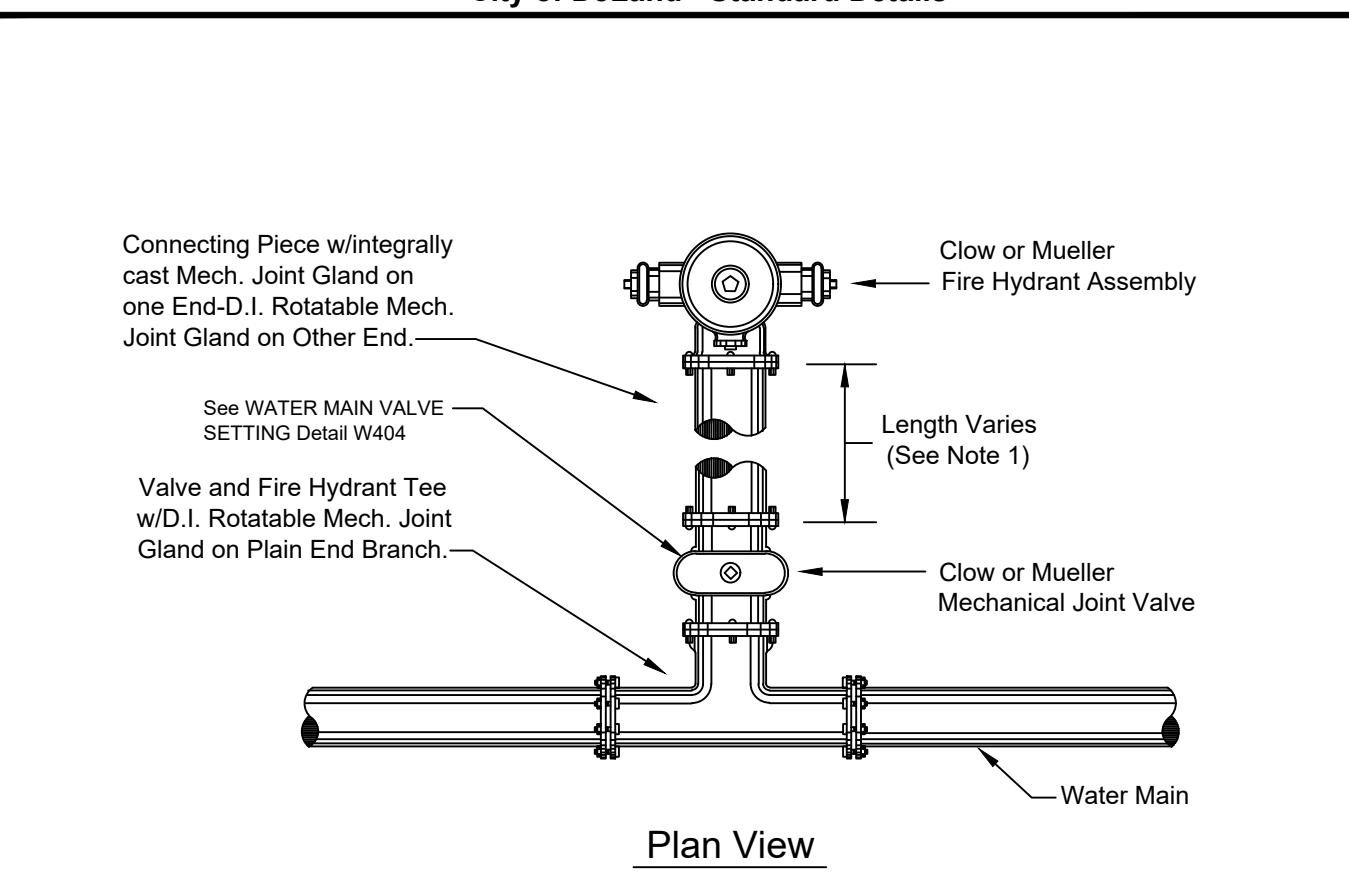
WATER MAIN VALVE SETTINGS



NOTES:

1. Steamer Connection to Face Street.
2. All Fire Hydrants to have 6 1/4" Valve Seat

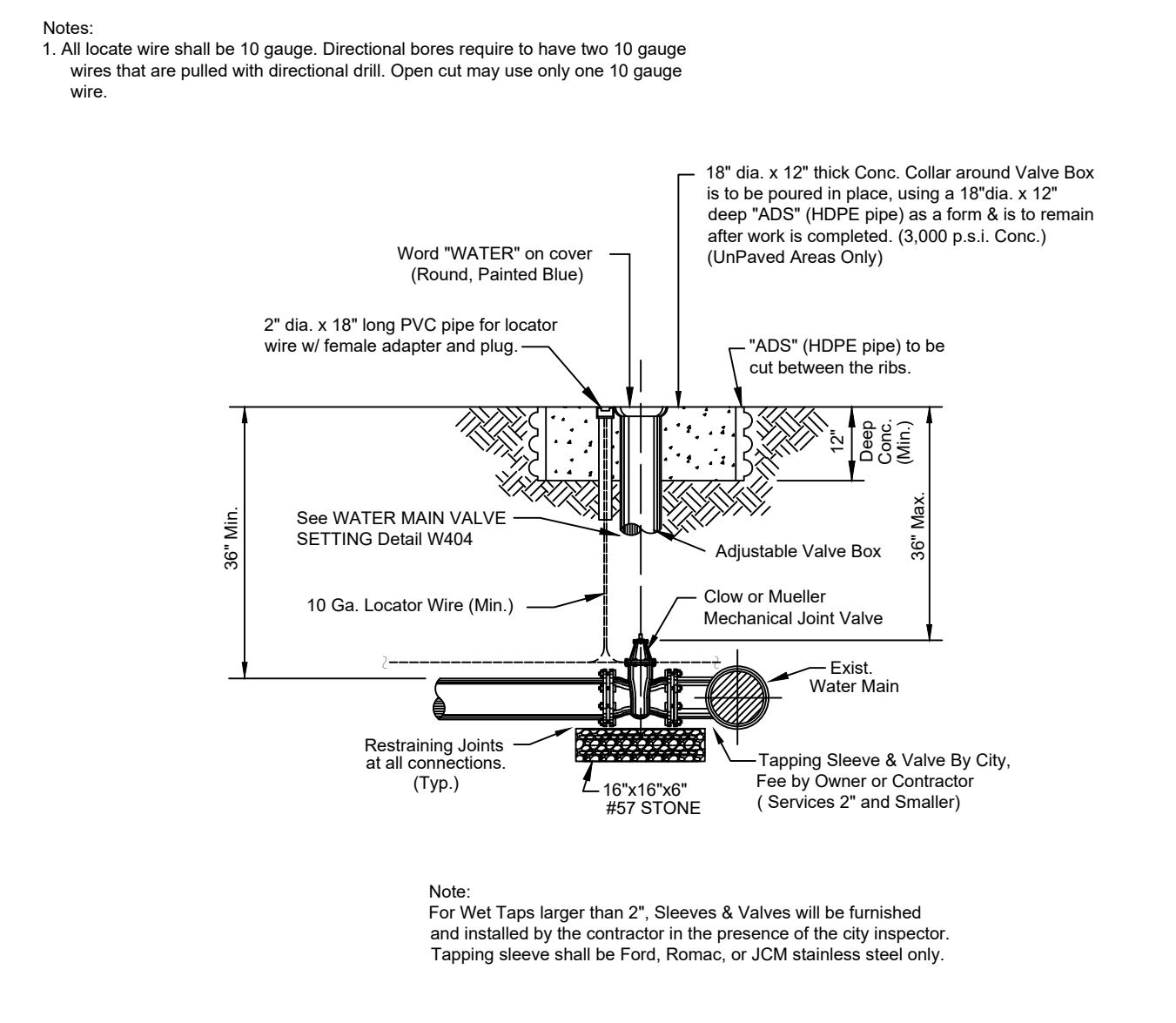
Cross Section



1. SINGLE WATER SERVICE SHALL BE 1" POLYETHYLENE TUBING (CUWB).
2. SINGLE WATER SERVICE SHALL BE 1-1/2" POLYETHYLENE TUBING (CUWB).
3. WATER MAINS TO BE MIN .36" BELOW GRADE AND APPROX. 4' BACK OF CURB.
4. BURN UP LIPS TO BE MIN .36" BELOW GRADE AND APPROX. 4' BACK OF CURB.
5. SERVICE LINE TO BE MIN .36" BELOW GRADE (IN PAVEMENT) AND MUST HAVE LOCK WING.
6. ALL 3/4", 1", 1-1/2" & 2" M.W. SHALL BE SDR 9, 200 psi, ASTM 2737, CUWB POLYETHYLENE TUBING.
7. ALL LOCATE WIRE SHALL BE 10 GAUGE. DIRECTIONAL BORES REQUIRE TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILLING.
8. ALL SERVICE TAPS TO MEET AWWA STANDARD 45" FROM HORIZONTAL UNLESS PRIOR AUTHORIZATION RECEIVED FROM THE CITY.
9. ALL LOCATE WIRE SHALL BE 10 GAUGE. DIRECTIONAL BORES REQUIRE TO HAVE TWO 10 GAUGE WIRES THAT ARE PULLED WITH DIRECTIONAL DRILLING. OPEN CURB WAYS USE ONLY ONE 10 GAUGE WIRE.
10. ALL SERVICE LINES AT AROUND PAVEMENT SHALL BE 10 GAUGE.

DATE: 10/26/2020 WATER MAIN SERVICE LINES

DATE:	10/26/2020	WATER MAIN VALVE SETTING
City of Deland - Standard Details		



DATE:	10/26/2020	TAPPING SLEEVE & VALVE
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THE FOLLOWING JOINTS MUST BE RESTRAINED IN ALL APPLICATIONS:

1. BEND - INLET AND OUTLET
2. TEE - OUTLET BRANCH
3. OFFSETS - INLET AND OUTLET
4. CAPS
5. PLUGS
6. LAST TWO(2) JOINTS ON A DEAD END RUN (min. 36")
7. LAST TWO(2) JOINTS ON A HYDRANT RUNOUT (min. 36")

L = MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (It.)

NOM. PIPE SIZE	ELBOWS (deg.)					VALVE TEES
	11.25	22.50	45	90		
4	3	5	8	12	9	
6	4	6	10	15	11	
8	4	7	13	20	14	
10	5	9	15	25	18	
12	6	10	17	29	21	
14	6	13	26	61	30	
16	7	14	28	67	49	
18	8	15	31	73	68	
20	8	16	33	80	85	

NOTE: THRUST RESTRAINT AT FITTINGS AND VALVES SHALL BE BY USE OF EBBA IRON MEGALUG RESTRAINERS. THRUST RESTRAINT BETWEEN PIPE JOINTS SHALL BE BY EBBA IRON SERIES 1500 RESTRAINERS.

DATE: 10/26/2020 **THRUST RESTRAINING DETAIL FOR PVC PIPE**

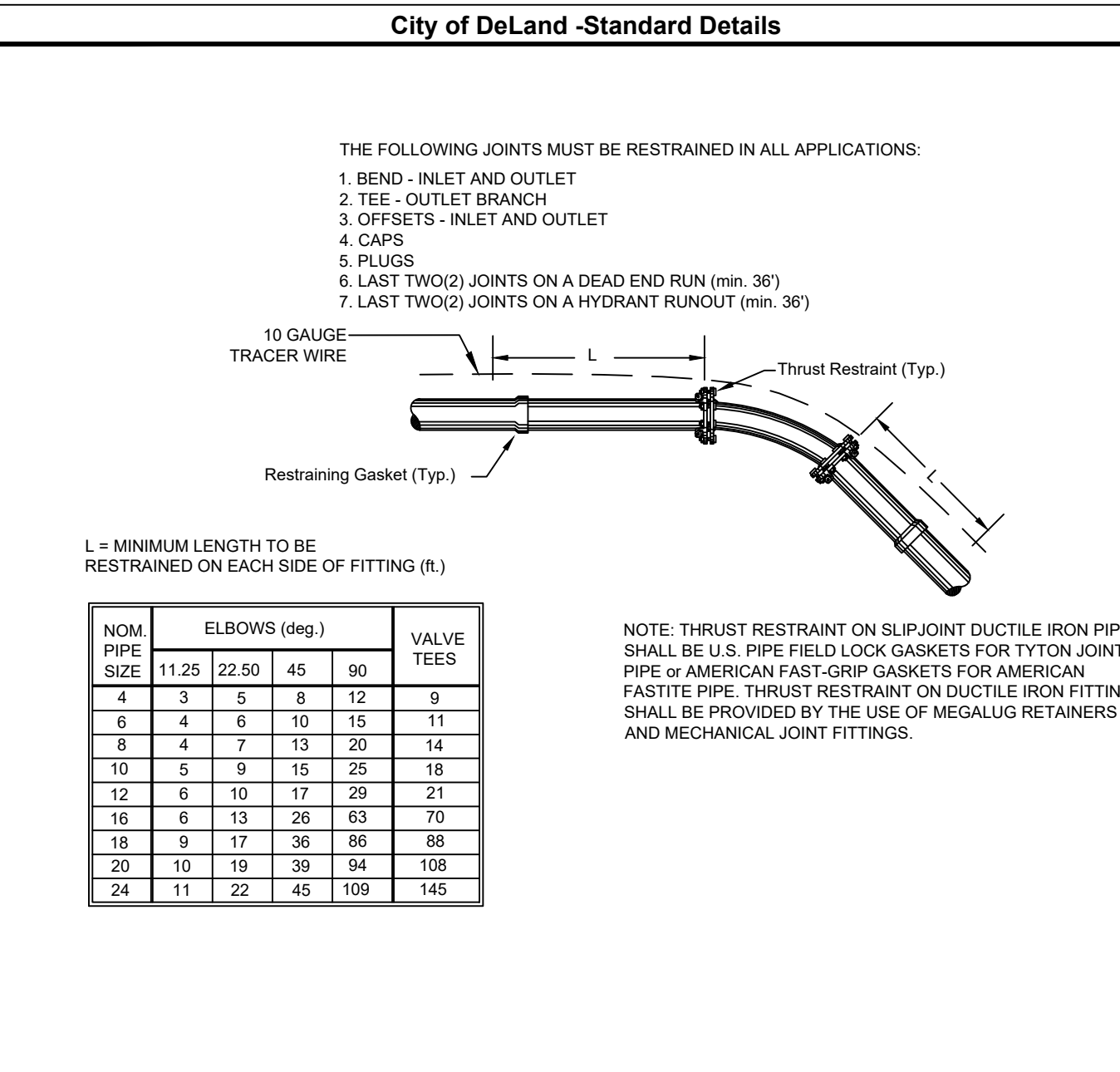
3. Fire Hydrants Shall be Placed at Street Corners or in the R.O.W. Adjacent to Side Lot Lines Whenever Possible.
4. See Detail W406 for Typical Connections & Fittings.
5. Fire Hydrants Shall be Painted City Safety Yellow w/Richards Paint No. 1005, Rust Shield Polyurethane.
6. Remove Chains from Cap.
7. Min. 3 ft. Clearance Should be Maintained Around Fire Hydrant for Emergency Operation Purpose.
8. At all locate wire shall be 10 gauge. Directional bores require to have two 10 gauge wires that are pulled with directional drill. Open cut may use only one 10 gauge wire.

DATE: 10/26/2020 **FIRE HYDRANT SETTING SECTION**

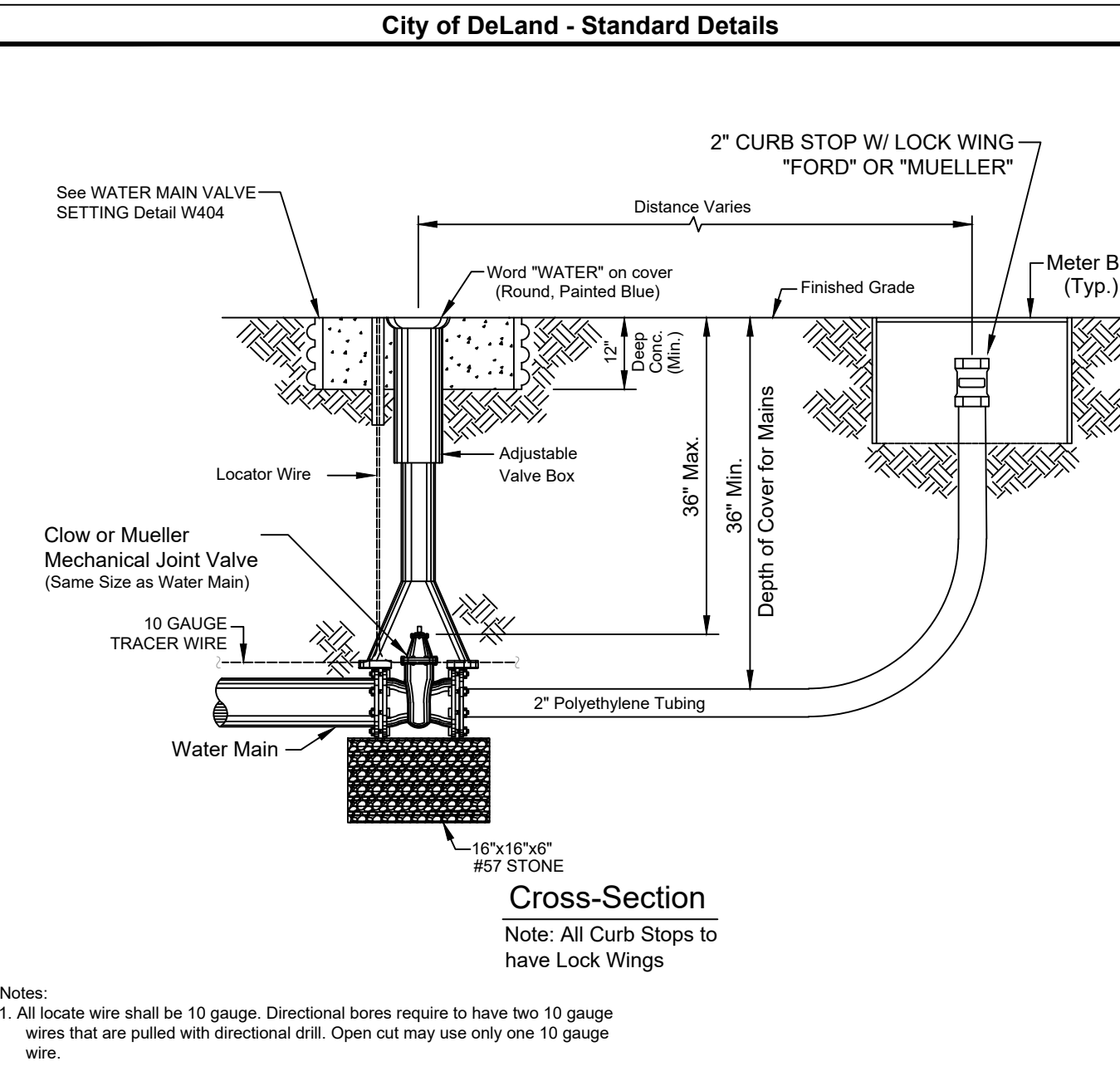
NOTES:

1. On Fire Hydrants Requiring Runout Last Two Joints Must Be Restrained Per Detail W409.
2. Fire Hydrants Should Have a 2'x2'x6" Clearance Around It.

— Mueller Super Centurion 200

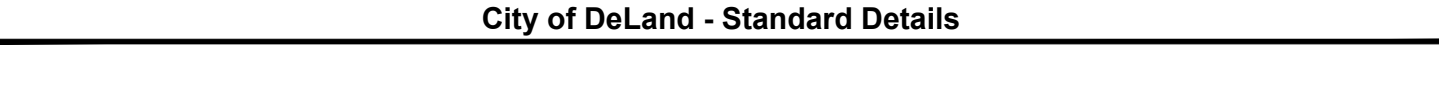
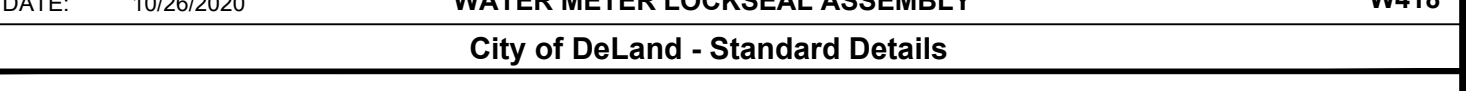
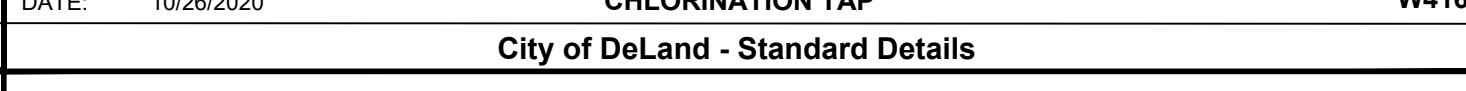
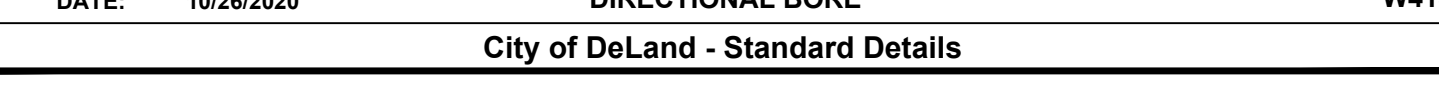
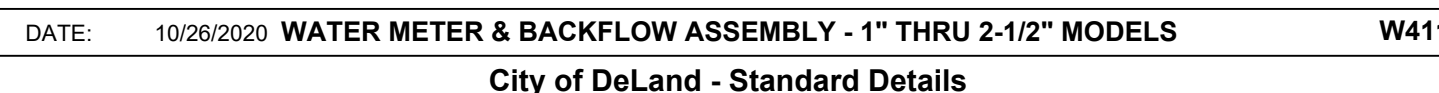


DATE: 10/26/2020 **THRUST RESTRAINING DETAIL FOR DUCTILE IRON PIPE**

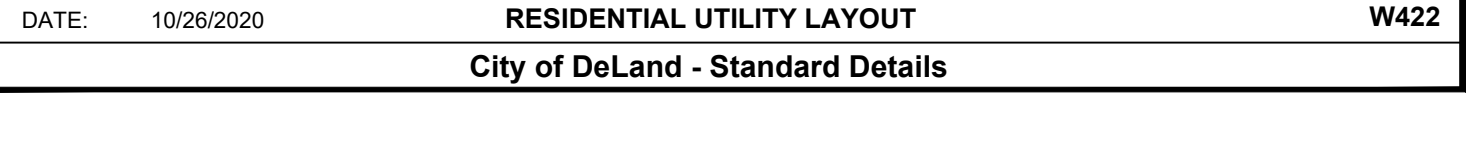


DATE:	10/26/2020	WATER MAIN BLOWOFF DETAIL
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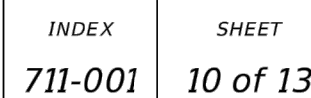
DATE:	10/26/2020	WATER PIPE SEPERATION REQUIREMENTS	W420
City of DeLand - Standard Details			



DATE:	10/26/2020	VALVE FOR WATER AND RECLAIM SERVICE LINE	W424
City of DeLand - Standard Details			

DATE:	10/26/2020	VALVE FOR WATER AND RECLAIM SERVICE LINE	W424
City of DeLand - Standard Details			

DATE: 10/26/2020	VALVE FOR WATER AND RECLAIM SERVICE LINE	W425
City of DeLand - Standard Details		



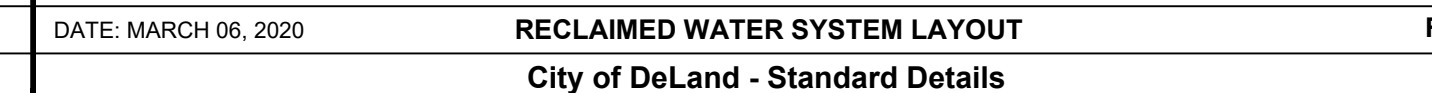
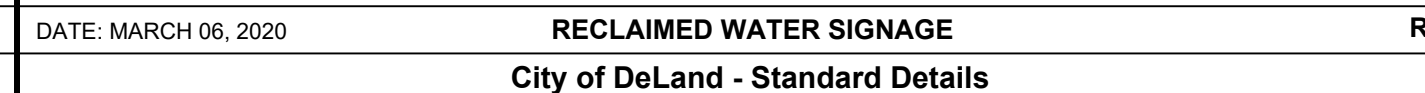
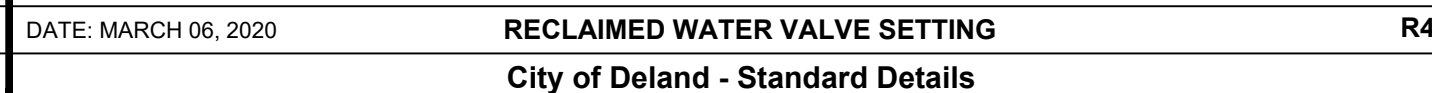
**MANCHESTER NEIGHBORHOOD
PHASE 1B
FINAL ENGINEERING PLANS
CONSTRUCTION DETAILS**

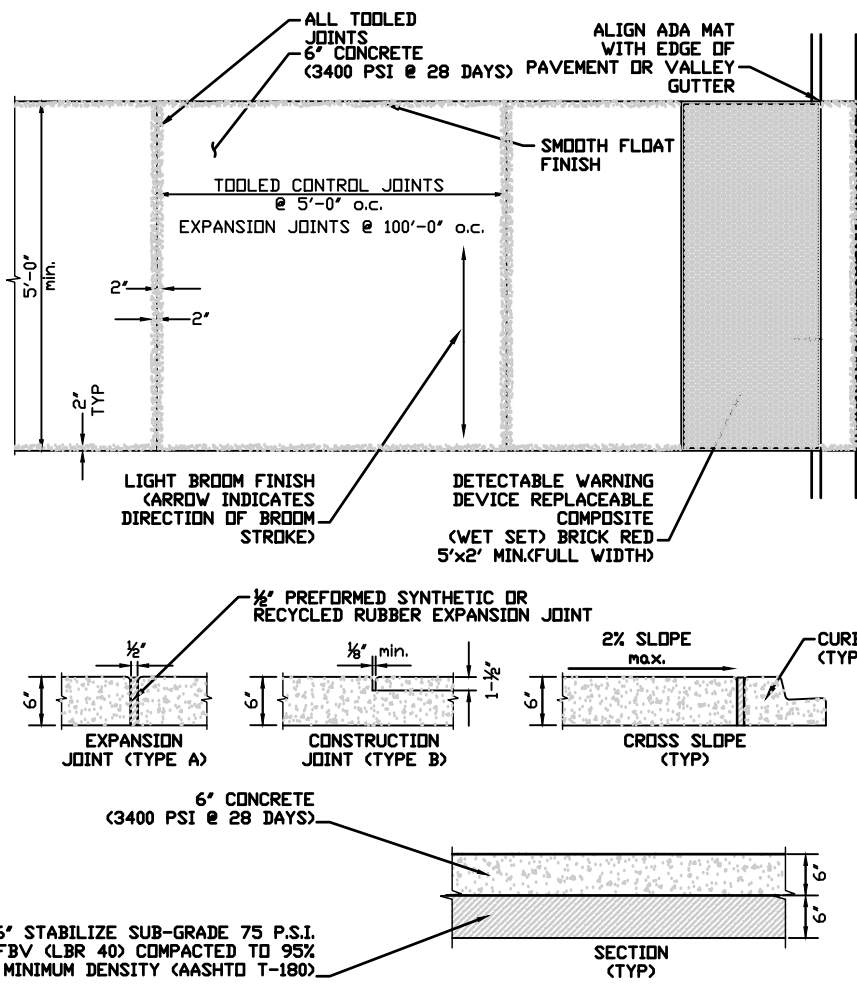

 Digitally signed
 by Haluk Kilic
 Date:
 2022.01.31
 14:30:42-05'00'

RANDY M. HUDAK, P.E., NO.65053
 HALUK KILIC, P.E., NO.84244
 NOT VALID WITHOUT SEAL

SHEET: **C16** OF **19**

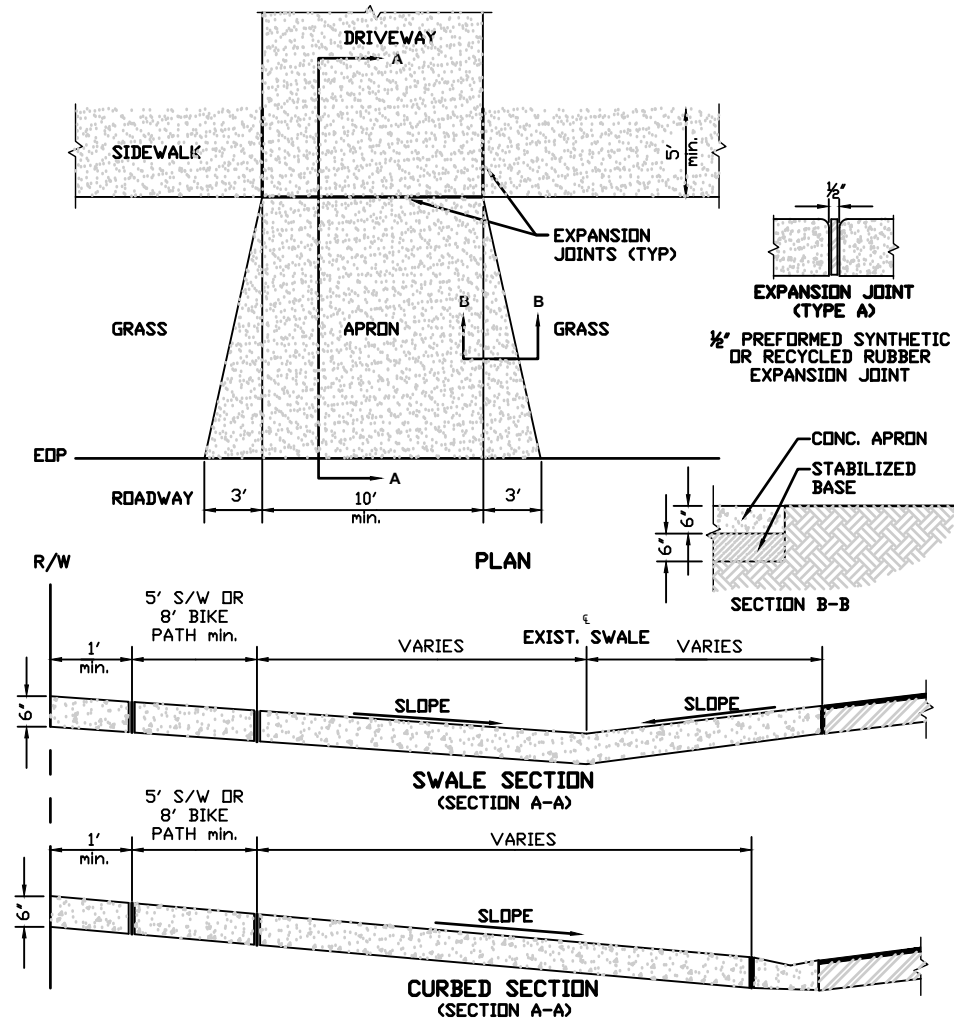






- NOTES:
- EXPANSION JOINTS ARE TO BE 1/4" PREFORMED SYNTHETIC OR RECYCLED RUBBER.
 - ALL EXPANSION JOINTS ARE REQUIRED TO BE INSTALLED THROUGH TO THE FULL DEPTH AND WIDTH OF THE CONCRETE AREA.
 - EXPANSION JOINTS SHALL BE SPACED AT INTERVALS OF SIXTY FEET (60') FOR CURBING, THIRTY FEET (30') FOR BIKE TRAILS AND ONE HUNDRED FEET (100') FOR SIDEWALKS, AND ALONG CURVES AT SIXTY FEET (60') INTERVALS.
 - EXPANSION JOINTS SHALL BE PLACED AT STREET INTERSECTIONS, RADIUS POINTS, STRUCTURES, AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. FOR LINEAL SECTIONS OF CURBS, EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF FIVE-HUNDRED FEET (500') AND SHALL BE 1/4" IN WIDTH.

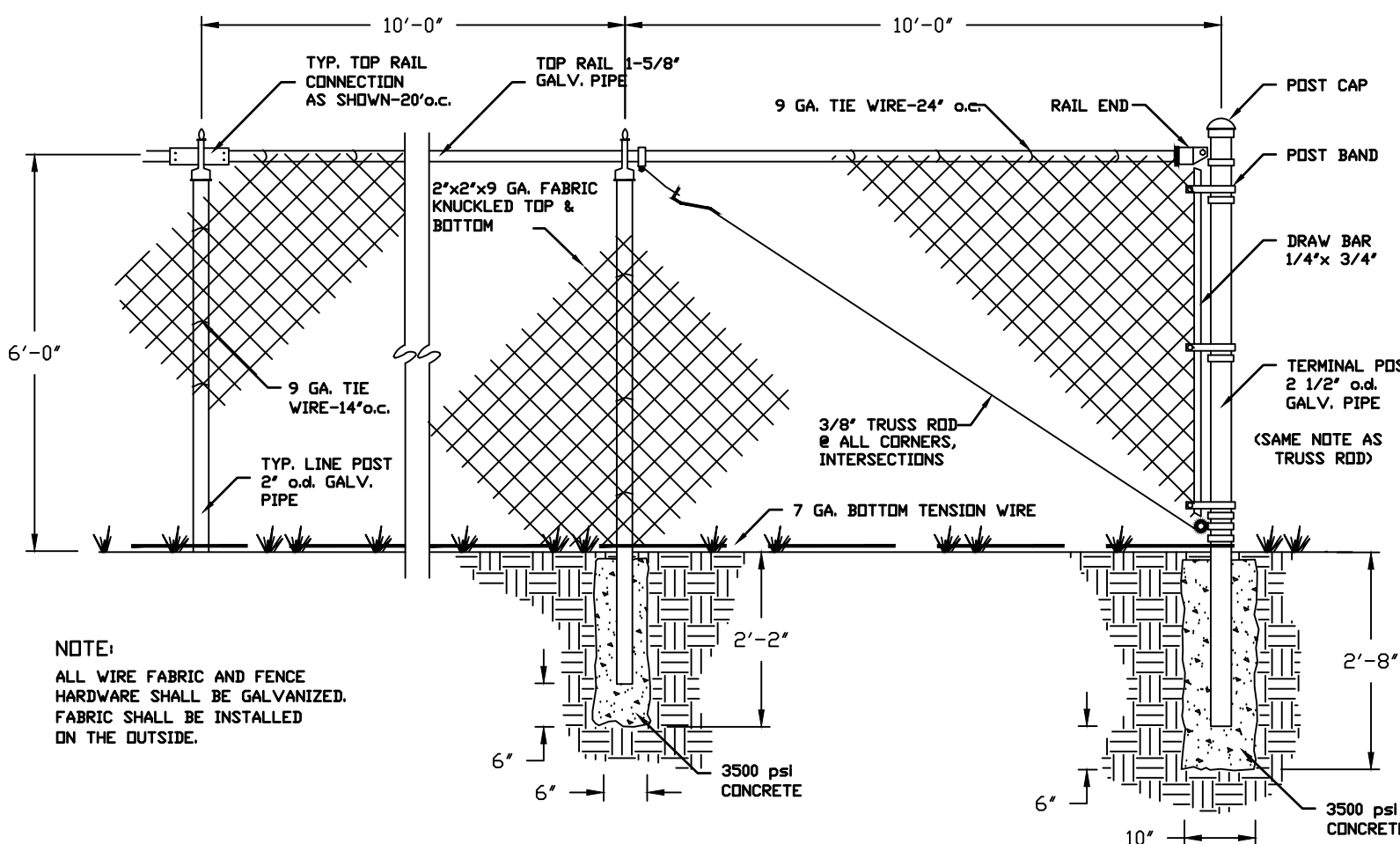
EXPANSION JOINT (TYPE A) DETAIL NTS



- NOTES:
- DRIVEWAY APRON SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLOPE OF 3". A MINIMUM DEVELOPMENT COMPRESSIVE STRENGTH OF 3400 P.S.I. @ 28 DAY.
 - CONCRETE DRIVEWAY APRON WITHIN CITY RIGHT OF WAY SHALL BE MINIMUM UNIFORM THICKNESS OF 6".
 - DRIVEWAY APRON BASE SHALL BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
 - NO PAVEMENT BRICK TO BE USED WITHIN CITY RIGHT OF WAY.
 - CONCRETE APRON SHALL HAVE LIGHT BROOM FINISH.

CONCRETE DRIVEWAY APRON DETAIL NTS

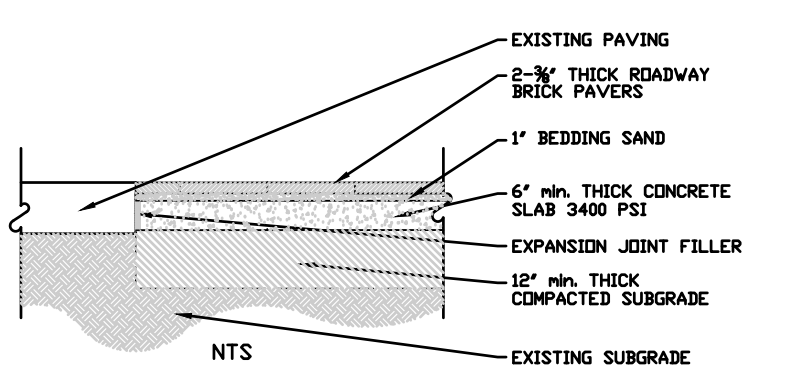
STEEL PIPE BOLLARD CONCRETE FILLED DETAIL NTS



TYPICAL LINE POST FOOTING CHAIN LINK FENCE NTS

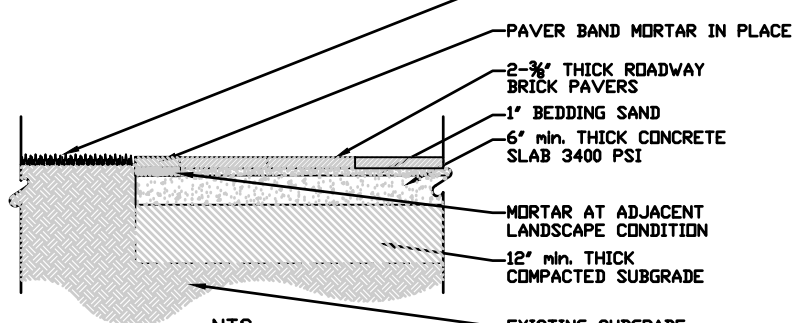
TYPICAL CORNER POST FOOTING

SIDEWALK CONSTRUCTION DETAIL NTS



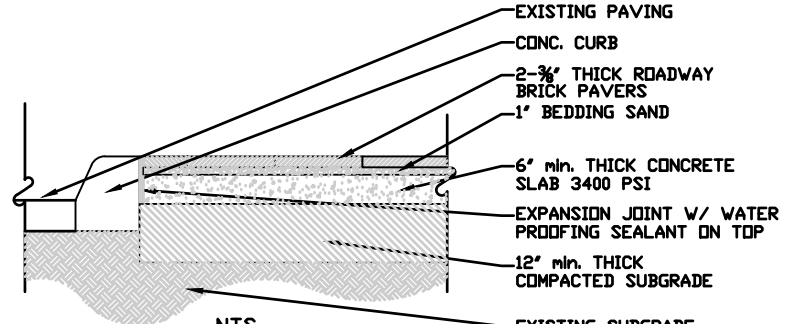
- NOTES:
- PAVERS TO BE 2 3/4" MIN. INTERLOCKING 7700 PSI CONCRETE.
 - PAVERS TO BE LAID FLAT ON 1" CRUSHED CONCRETE BED 1/2" SAND SWEEP JOINTS.
 - MAINTAIN MIN. 1.5% CROSS SLOPE THROUGH OUT THE ENTIRE PROJECT.
 - THE CITY OF DAYTONA RESERVES THE RIGHT TO REQUEST SUBGRADE COMPACTION TESTING AT THE OWNERS EXPENSE.

BRICK PAVEMENT SECTION AT PAVEMENT DETAIL



- NOTES:
- PAVERS TO BE 2 3/4" MIN. INTERLOCKING 7700 PSI CONCRETE.
 - PAVERS TO BE LAID FLAT ON 1" CRUSHED CONCRETE BED 1/2" SAND SWEEP JOINTS.
 - MAINTAIN MIN. 1.5% CROSS SLOPE THROUGH OUT THE ENTIRE PROJECT.
 - THE CITY OF DAYTONA RESERVES THE RIGHT TO REQUEST SUBGRADE COMPACTION TESTING AT THE OWNERS EXPENSE.

BRICK PAVEMENT SECTION AT GRADE DETAIL



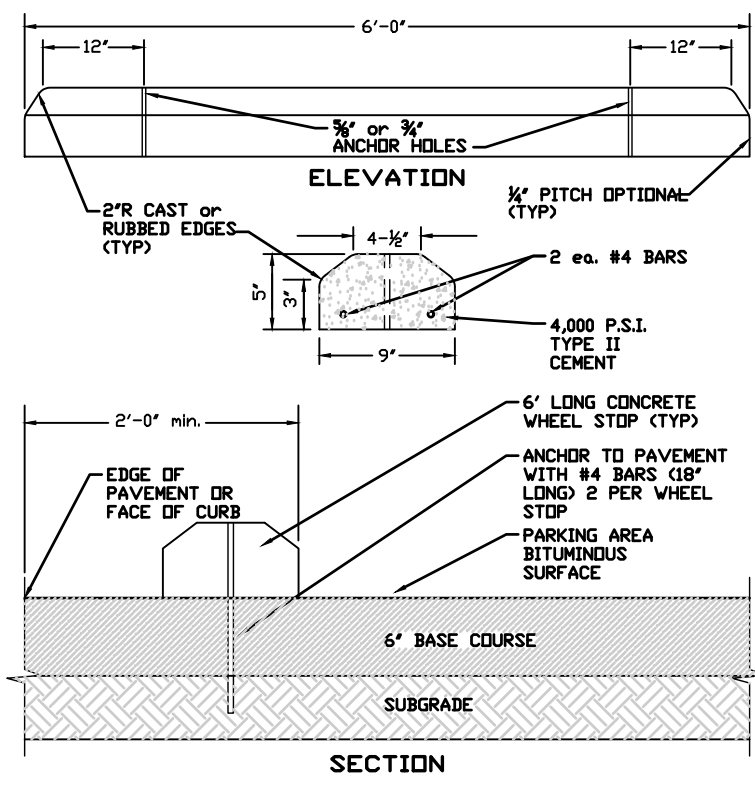
- NOTES:
- PAVERS TO BE 2 3/4" MIN. INTERLOCKING 7700 PSI CONCRETE.
 - PAVERS TO BE LAID FLAT ON 1" CRUSHED CONCRETE BED 1/2" SAND SWEEP JOINTS.
 - MAINTAIN MIN. 1.5% CROSS SLOPE THROUGH OUT THE ENTIRE PROJECT.
 - THE CITY OF DAYTONA RESERVES THE RIGHT TO REQUEST SUBGRADE COMPACTION TESTING AT THE OWNERS EXPENSE.

BRICK PAVEMENT SECTION AT CURB DETAIL

- NOTES:
- ALL MATERIALS ARE TO BE APPROVED BY THE CITY ENGINEER AND THE PROJECT'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
 - COMPACTION, STABILITY & DENSITY TESTING ARE TO BE DONE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS FOR ROADWAY & BRIDGE CONSTRUCTION, LATEST EDITION.
 - CLEAN, NON-PLASTIC, FREE FROM DELICTERIOUS OR FOREIGN MATTER, SYMMETRICALLY SHAPED, NATURAL OR MANUFACTURED FROM CRUSHED ROCK.
 - THE BEDDING SAND SHALL BE COMMERCIAL CONCRETE MIX OR CDDB ACCEPTABLE EQUIVALENT.
 - DO NOT USE STONE DUST.
 - DO NOT USE LIMESTONE SCREENINGS OR SAND FOR THE BEDDING THAT DOES NOT CONFORM TO THE GRADING REQUIREMENTS OF ASTM C33.
 - DO NOT USE WASH SAND OR SAND CONFORMING TO ASTM C144 FOR BEDDING SAND.

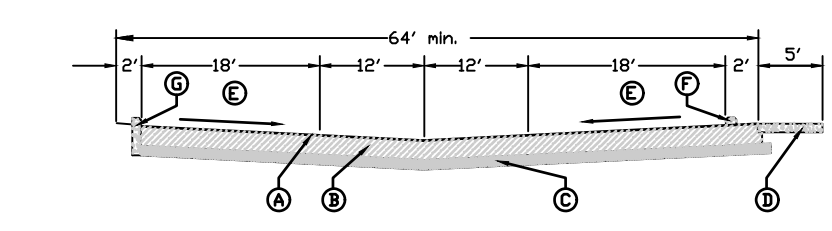
a. GRADATION FOR BEDDING SAND (ASTM C33)			b. GRADATION FOR JOINT SAND (ASTM C144)		
SIZE	PERCENT PASSING		SIZE	PERCENT PASSING	
3/4" (19.0 mm)	100		No.4 (4.75 mm)	100	
No.4 (4.75 mm)	100		No.8 (2.50 mm)	90 to 100	
No.8 (2.50 mm)	90 to 100		No.10 (2.00 mm)	70 to 100	
No.10 (2.00 mm)	85 to 100		No.20 (0.85 mm)	40 to 70	
No.20 (0.85 mm)	65 to 85		No.30 (0.60 mm)	10 to 35	
No.30 (0.60 mm)	30 to 60		No.60 (0.25 mm)	0 to 10	
No.60 (0.25 mm)	0 to 10		No.200 (0.075 mm)	0 to 5	
No.200 (0.075 mm)	0 to 1				

BRICK PAVEMENT PARKING AND APRON DETAIL NTS



- NOTES:
- CONCRETE WHEEL STOP TO BE PRE-MANUFACTURED REINFORCED 4,000 P.S.I. TYPE II CEMENT.
 - 4" ANCHOR BAR ENDS TO BE INSTALLED FLUSH WITH TOP OF WHEEL STOP.
 - CENTER WHEEL STOP IN EACH STALL, SIDE TO SIDE.

PARKING SPACE WHEEL STOP DETAIL NTS



- NOTES:
- ALL MATERIALS ARE TO BE APPROVED BY THE CITY ENGINEER AND THE PROJECT'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
 - ASPHALT PAVEMENT TESTING IS TO BE DONE IN ACCORDANCE WITH FOOT STANDARD PLANS FOR ROAD CONSTRUCTION, LATEST EDITION.
- ① ASPHALT PAVEMENT:
1 1/2" MIN. ASPHALT BITUMINOUS CONCRETE TYPE SP-9.5 (SUPERPAVED) ASPHALT PAVEMENT TESTING IS TO BE DONE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION TABLE 334-3, LATEST EDITION.
- ② BASE:
6" MIN. RECYCLED CONCRETE BASE CLR 1300 COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
ALTERNATE 1:
6" MIN. ASPHALT BASE MINIMUM BEARING CLR 1000 COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
- ALTERNATE 2:
6" MIN. LIME ROCK BASE CLR 1000 COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST, TO BE USED ONLY WHEN BOTTOM OF BASE LAYER IS 24" MAX. ABOVE ANNUAL AVERAGE WATER ELEVATION AND UPON APPROVAL OF THE CITY ENGINEER.
- ③ SUB-GRADE:
6" MIN. SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM L.B.R. 40.
- ④ CONCRETE SIDEWALK 5'-0" MIN. WIDTH, 6" MIN. THICK, 3400 P.S.I. @ 28 DAYS.
- ⑤ THE MINIMUM ALLOWABLE PARKING LOT PAVEMENT SLOPE FOR ASPHALT SHALL BE NO LESS THAN 1/4% MEASURED FROM THE RECEIVING INLET OR FLUME TO ANY PAVEMENT, NOTE THAT THE MINIMUM SLOPE MAY BE REDUCED TO 0.02% FOR CONCRETE PAVEMENT.
- ⑥ CONCRETE WHEEL STOP OF APPLICABLE.
- ⑦ 6" MIN. WIDE FOOT TYPE 'D' CURB WITH 24" MIN. OF UNOBSTRUCTED OVERHANG.

TYPICAL PARKING LOT SECTION DETAIL NTS

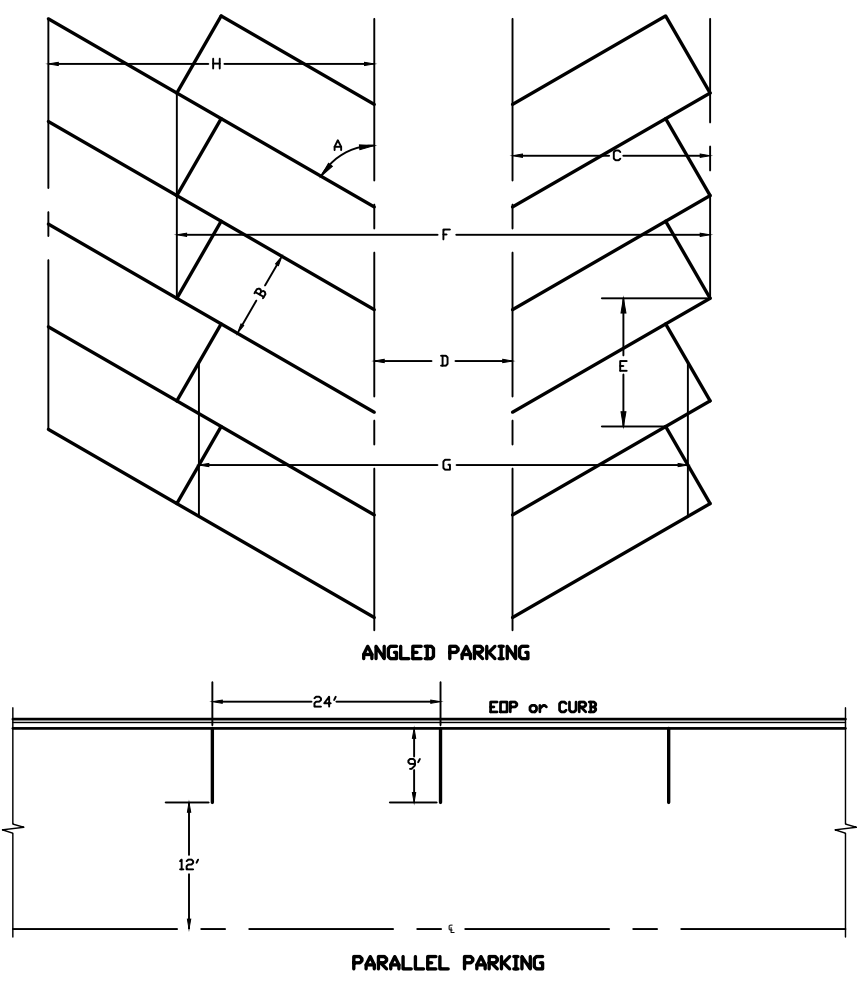
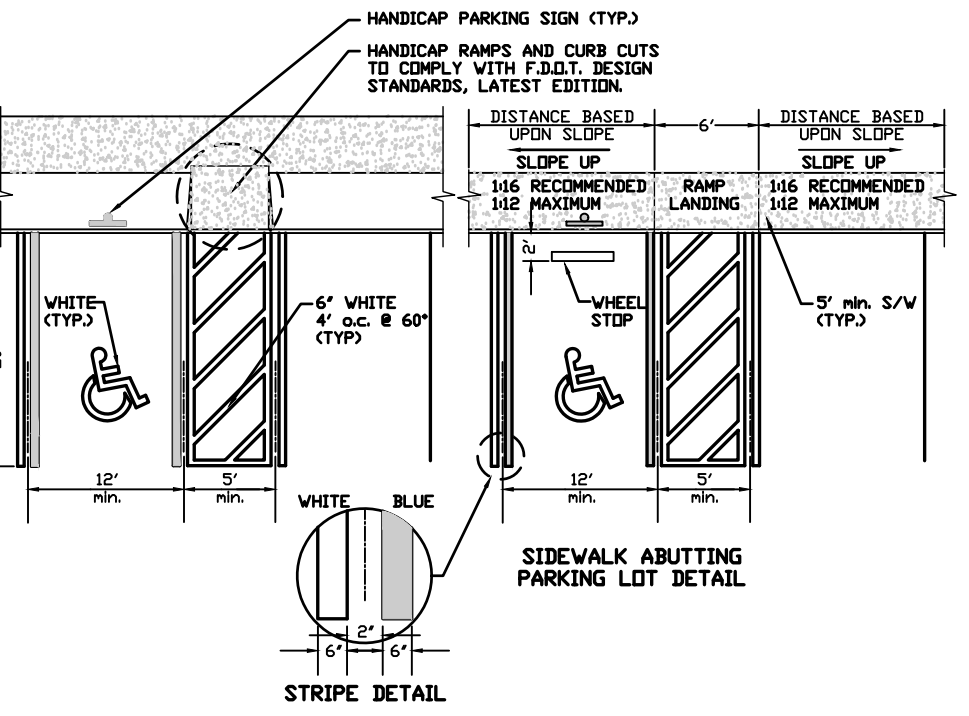


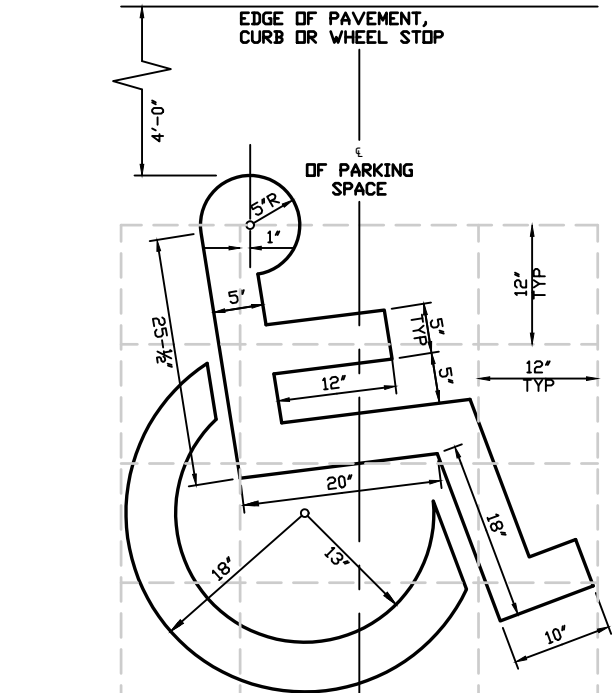
TABLE FOR ANGLED PARKING DIMENSIONS											
ANGLE	1	2	3	4	5	6	7	8	9	10	11
30°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
45°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
60°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
75°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
90°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
105°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
120°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
135°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
150°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
165°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"
180°	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"	12'-0"

PARKING SPACE LAYOUT & STRIPING DETAIL NTS



- NOTES:
- ALL HANDICAP PARKING STALLS, 5' ACCESS AISLES, HANDICAP RAMPS AND ACCESSIBLE ROUTES SHALL BE PAVED.
 - PERPENDICULAR AND DIAGONAL HANDICAP PARKING STALLS WILL BE 12'-0" WIDE AND 20'-0" LONG WITH A 5'-0" MIN. WIDE ACCESS AISLE ADJACENT TO EACH STALL. THE 5' ACCESS AISLE MAY BE SHARED BY TWO ADJACENT HANDICAP PARKING STALLS.
 - PARALLEL HANDICAP PARKING STALLS WILL BE 12'-0" WIDE AND 20'-0" LONG WITH A 5'-0" MIN. WIDE ACCESS AISLE ADJACENT TO EACH STALL.
 - ALL HANDICAP RAMPS SHALL BE OF 5'-0" MIN. WIDE EXCLUSIVE OF THE FLARED SIDES WITH A MAXIMUM SLOPE OF 5% HANDICAP RAMPS AND CURB CUTS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH FOOT DESIGN STANDARDS, LATEST EDITION.
 - BLUE STRIPING SHALL BE BLUE TINT TO MATCH SHADE USED OF FEDERAL STANDARD 595a. WHEN FOOT TYPE 'D' CURB IS USED IN LIEU OF WHEEL STOPS, SIDEWALK ABUTTING CURB SHALL BE VISIBLE BY 18" MIN. THAT THE TOTAL SIDEWALK WIDTH IS 72" MIN. ALLOWING FOR 34" MIN. CLEAR ACCESSIBLE ROUTE.
 - 6" WHEEL STOPS ARE TO BE CENTERED SIDE TO SIDE IN EACH PARKING STALL, REFER TO CDD STANDARD DETAIL N-1 (6-6-1-1-6-6).
 - ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS.
 - DIMENSIONS ARE CENTERLINE OF PAVEMENT MARKINGS.
 - FOR COMPLETE DETAIL, IF HANDICAP SIGN INSTALLATION, REFER TO CDDB STANDARD DETAIL N-6 (6-6-6-6-6-6).

HANDICAP PARKING SPACE STRIPING DETAIL NTS



- NOTE:
- PAVEMENT SYMBOL SHALL BE SOLID WHITE IN COLOR AND COMPLY WITH FOOT STANDARD PLANS FOR ROAD CONSTRUCTION, LATEST EDITION.

HANDICAP PARKING PAVEMENT SYMBOL DETAIL NTS

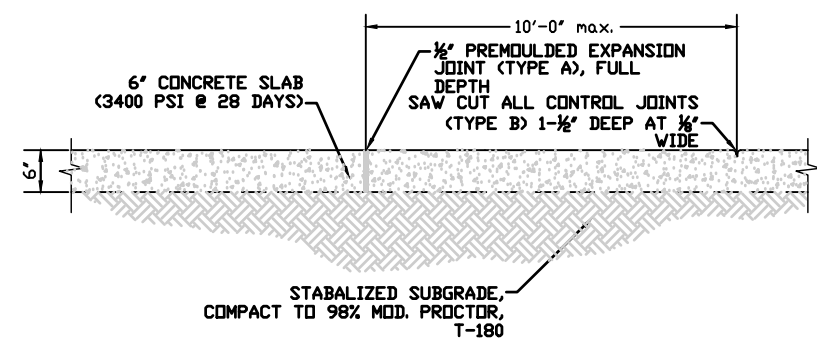


CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	07-02-21	JK	SURVIVED SUBMITTAL REVIEW PER COMMENTS DATED 07-16-21
2	07-02-21	JK	CITY OF DELAND SUBMITTAL
3	08-21-21	JLHK	REVISED PER CITY COMMENTS DATED 08-11-21
4	10-29-21	JLHK	REVISED PER CITY COMMENTS DATED 11-22-21
5	11-29-21	JLHK	REVISED PER CITY COMMENTS DATED 12-08-21
6	12-08-21	JLHK	REVISED PER CITY COMMENTS DATED 01-05-22
7	01-05-22	JLHK	REVISED PER CITY COMMENTS DATED 01-05-22

MANCHESTER NEIGHBORHOOD PHASE 1B FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

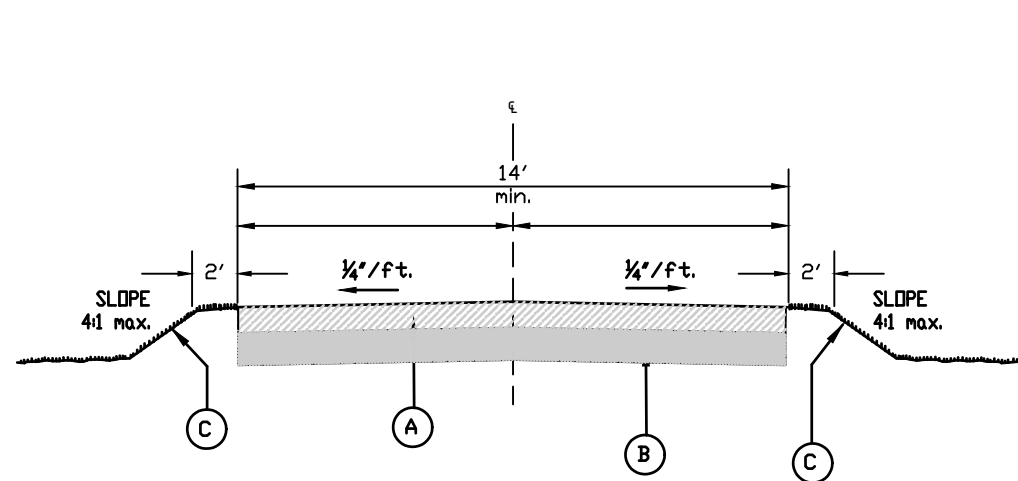
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DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: RMH
DRAWING FILE: 13-19-19194-DET-PH18
XREFS: 19194 BASE.DWG
XREFS: XXXXX.DWG
Digitally signed by Haluk Kilic Date: 2022.01.31 14:30:47-05'00'
RANDY M. HUDAK, P.E., NO. 65053
HALUK KILIC, P.E., NO. 60244
NOT VALID WITHOUT SEAL
SHEET: C18 OF 19



- NOTES:
- EXPANSION JOINTS ARE TO BE 1/2" PREFORMED SYNTHETIC OR RECYCLED RUBBER.
 - ALL EXPANSION JOINTS ARE REQUIRED TO BE INSTALLED THROUGH TO THE FULL DEPTH AND WIDTH OF THE CONCRETE AREA.
 - EXPANSION JOINTS SHALL BE SPACED AT INTERVALS OF SIXTY FEET (60') FOR CURBING, THIRTY FEET (30') FOR BIKE TRAILS AND ONE HUNDRED FEET (100') FOR SIDEWALKS.
 - EXPANSION JOINTS SHALL BE PLACED AT STREET INTERSECTIONS, RADIUS POINTS, STRUCTURES, AND ALONG CURVES AT SIXTY FEET (60') INTERVALS.
 - FOR LINEAL SECTIONS OF CURBS, EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF FIVE HUNDRED FEET (500') AND SHALL BE 1/2" IN WIDTH. CONTROL JOINTS SHALL BE HAND TOoled INTO FRESH CONCRETE OR SAW CUT INTO CURED CONCRETE.
 - SAW CUT CONTROL JOINTS IN CONCRETE CURBING, SIDEWALKS, PAVEMENT AND SIMILAR CONCRETE AREAS SHALL BE DONE WITHIN 4 TO 18 HOURS OF CONCRETE PLACEMENT.
 - ALL CONTROL JOINTS SHALL BE 1/2" IN WIDTH TO A DEPTH OF 25% OF THE TOTAL DEPTH OF CONCRETE OR 1-1/2" WHICHEVER IS LESS.
 - CONTROL JOINTS SHALL BE SPACED AT INTERVALS OF TEN FEET (10') FOR CURBING, TEN FEET (10') FOR BIKE TRAILS & FIVE FEET (5') FOR SIDEWALKS.

CONCRETE HANDICAP PARKING SECTION DETAIL

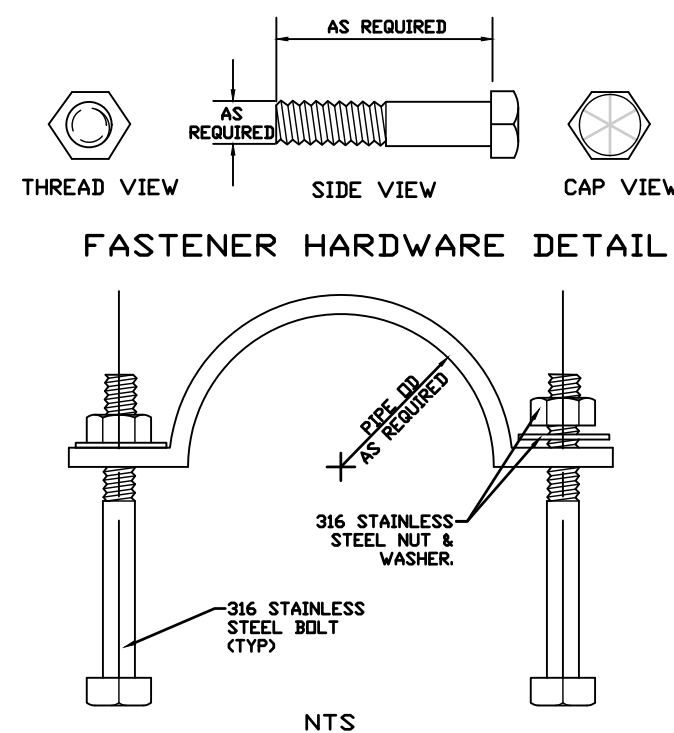
N.T.S.



- NOTES:
- STABILIZED DRIVE/ 8" MIN. RECYCLED CONCRETE BASE (CLR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
 - SUB-BASE: 6" MIN. COMPACTED SUB-BASE (CLR 40) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
 - SOD OR SEED AND MULCH PER FDOT DESIGN STANDARDS, CURRENT EDITION, WHERE APPLICABLE. MAINTAIN POSITIVE DRAINAGE FROM EDGE OF ROAD.

EMERGENCY EQUIPMENT ACCESS ROAD SECTION DETAIL

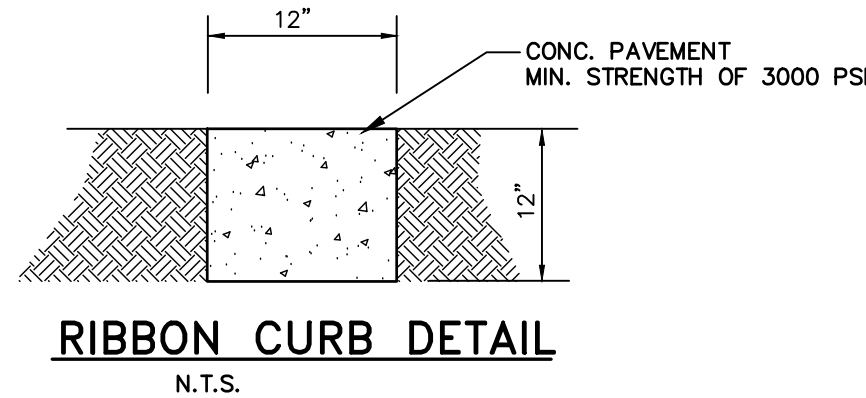
N.T.S.



- NOTES:
- 3/16" STAINLESS STEEL BOLT HEX HEAD BOLT SHOWN. EITHER HEX HEAD OR SQUARE HEAD BOLT MAY BE USED.
 - ONLY HEX HEAD NOT TO BE USED.
 - INSTALL WASHER WITH CHAMFERED FACE DOWN.
 - APPLY ANTI-SEIZE TO BOLT THREADS PRIOR TO TIGHTENING.

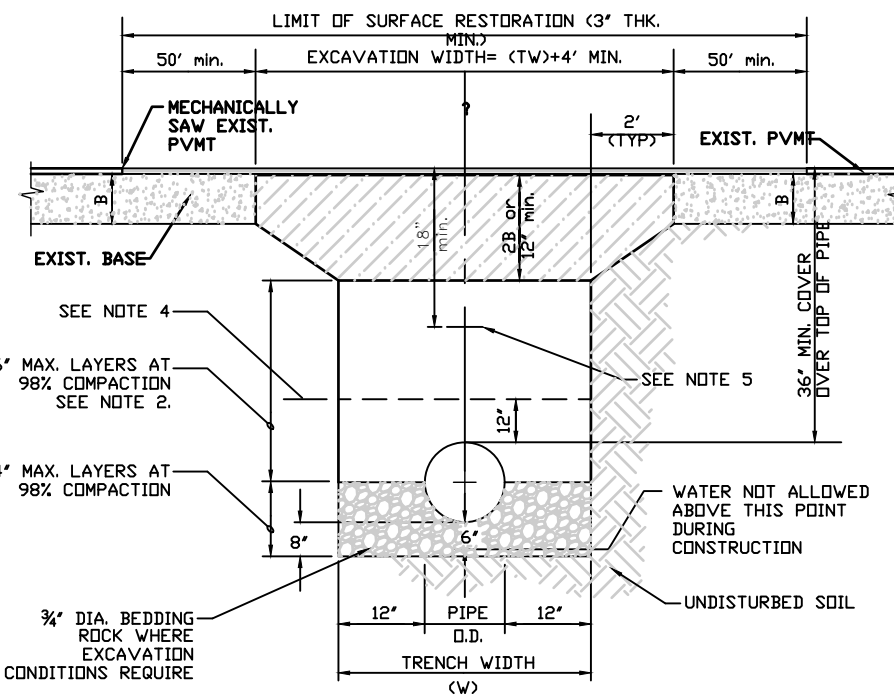
316 STAINLESS STEEL SIGN MOUNTING HARDWARE DETAIL

N.T.S.



RIBBON CURB DETAIL

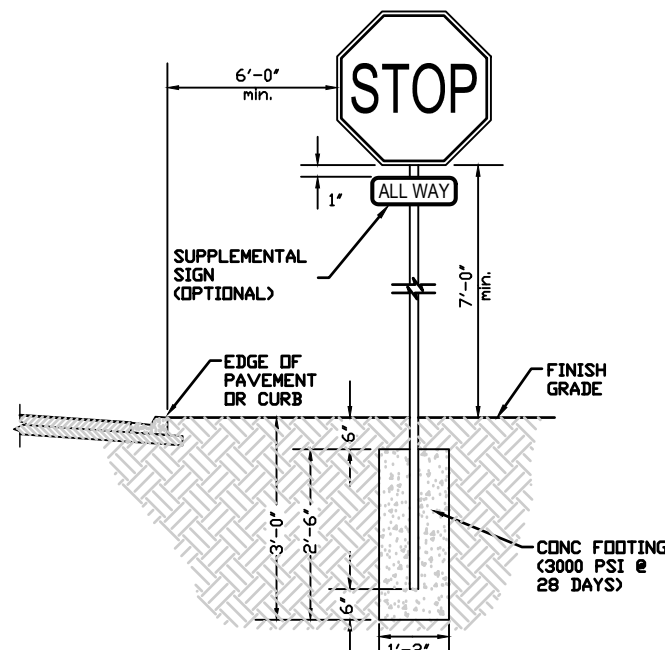
N.T.S.



- NOTES:
- ALL MATERIALS ARE TO BE APPROVED BY THE CITY ENGINEER AND THE PROJECT'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
 - COMPACTION, STABILITY & DENSITY TESTING ARE TO BE DONE IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROADWAY & BRIDGE CONSTRUCTION, LATEST EDITION.
 - WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 - MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
 - FOR PVC PIPE ONLY - INSTALL METALLIC TAPE AND IF INSULATED SINGLE STRAND COPPER WIRE OVER FULL LENGTH OF PIPE.
 - SHEETING WILL BE REQUIRED AS DETERMINED BY FIELD CONDITIONS.
 - NEW SURFACING MATERIALS SHALL BE CONSISTENT WITH EXISTING AND SHALL HAVE LAPPED & FEATHERED JOINTS 12" MIN. THICK.
 - CONTRACTOR MAY USE FLOWABLE FILL IN LIEU OF RECYCLED CONC. UNDER THE APPROVAL FROM THE CITY ENGINEER OR RESIDUE.
 - TEMPORARY PATCH MAY BE RECYCLED ASPHALT, FDOT APPROVED COLD PATCH OR APPROVED EQUAL.
 - FINAL PATCH TO BE 3" MIN. SP. 9.5.
 - PATCH SHALL BE TOTAL ROADWAY WIDTH.

PAVEMENT CUT & PATCH OVER PIPE TRENCH DETAIL

N.T.S.



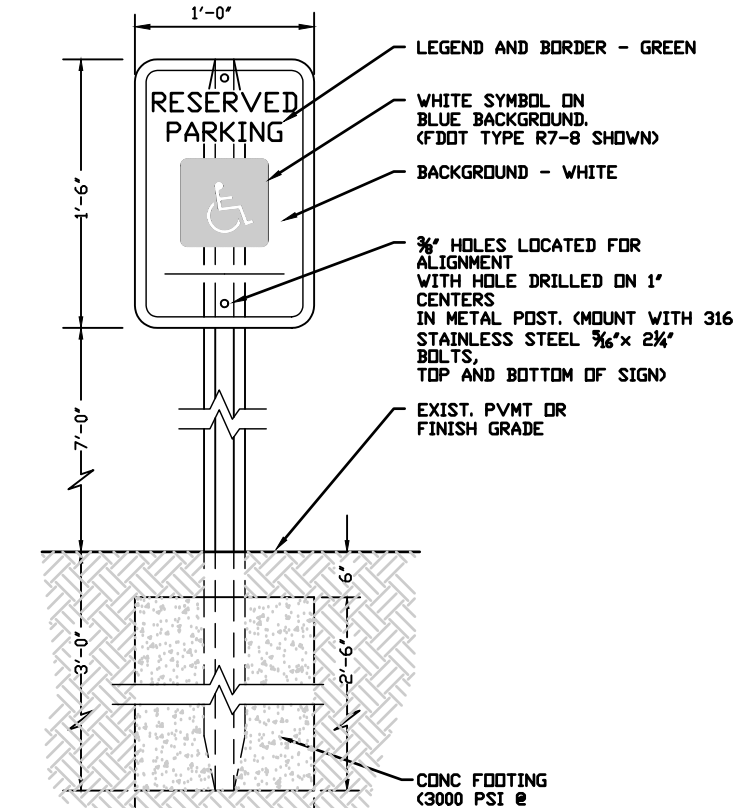
- NOTES:
- STOP SIGN SHALL CONFORM WITH CURRENT FEDERAL, STATE & LOCAL CODES & REGULATIONS, LATEST EDITION.
 - STOP SIGN R1-1 SHALL BE OCTAGONAL IN SHAPE. ALUMINUM SHALL BE A MINIMUM OF .080 IN THICKNESS. LEGEND AND BORDER OF WHITE (REFLECTIVE) TABLE 2B-1 OF THE MUTCD SHALL BE USED TO DETERMINE THE APPROPRIATE SIZE OF THE SIGN FOR THE APPLICATION.
 - LEGEND AND BORDER SIZES SHALL BE IN ACCORDANCE WITH THE MUTCD AND STANDARD HIGHWAY SIGNS MANUAL, LATEST EDITION, FOR THE SIZE OF SIGN REQUIRED FOR THE APPLICATION.
 - ALUMINUM SIGN POSTS TO BE 2-3/8" ALL BOLTS, NUTS, WASHERS AND SCREWS MUST BE 316 STAINLESS STEEL.
 - CONCRETE FOOTING SHALL BE OF PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI.
 - SIGN POST SHALL BE MINIMUM 6'-0" CLEAR FROM BACK OF CURB OR EDGE OF PAVEMENT.
 - SIGN POST SHALL BE DESIGNED TO WITHSTAND 120 MPH WIND LOAD.
 - SUPPLEMENTAL PLaque "ALL WAY" (R1-3P) SHALL BE INSTALLED PER MUTCD SPECIFICATIONS AT INTERSECTIONS WHERE ALL APPROACHES ARE CONTROLLED BY STOP SIGNS.

STOP SIGN INSTALLATION DETAIL (FDOT TYPE R1-1)

N.T.S.

STANDARD SIGN INSTALLATION DETAIL (FDOT TYPE R11-1)

N.T.S.



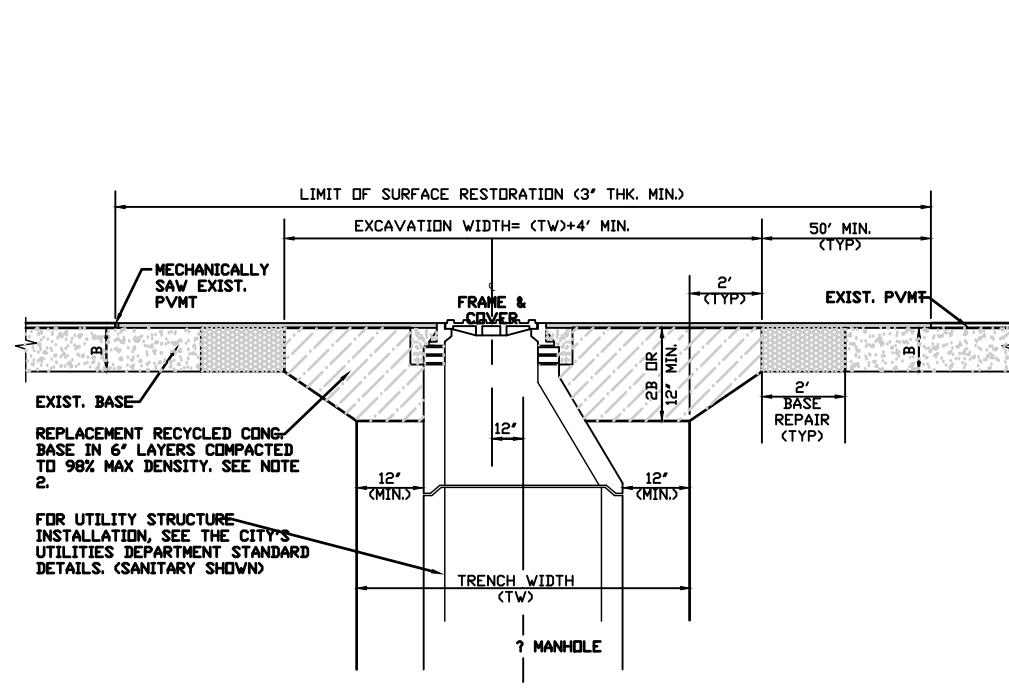
- NOTES:
- HANDICAP PARKING SIGN SHALL CONFORM WITH CURRENT FEDERAL, STATE LOCAL & ADA CODES & REGULATIONS, LATEST EDITION.
 - SIGNS WILL BE FABRICATED BY USING A REFLECTING COATING IN THE SYMBOL, MESSAGE AND BORDERS APPLIED TO A SHEET ALUMINUM BACKING (CLR 130).
 - LEGEND, SYMBOL AND BORDER SIZES SHALL BE IN ACCORDANCE WITH THE MUTCD AND STANDARD HIGHWAY SIGNS MANUAL, LATEST EDITION.
 - THE SYMBOL IS COMPOSED OF TWO ELEMENTS: A WHITE WHEEL-CHAIR FIGURE (WHICH SHOULD ALWAYS FACE RIGHT) ON A SQUARE BACKGROUND, INTERNATIONAL BLUE IN COLOR (SEE STD. 309A, COLOR HSB).
 - METAL SIGN POSTS TO BE GALVANIZED U-BOLTS, ALL BOLTS, NUTS, WASHERS AND SCREWS MUST BE 316 STAINLESS STEEL.
 - CONCRETE FOOTING SHALL BE OF PORTLAND CEMENT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI.
 - SIGN POST SHALL BE MINIMUM 6'-0" CLEAR FROM BACK OF CURB OR WHEEL STOP.
 - SIGN POST SHALL BE DESIGNED TO WITHSTAND 120 MPH WIND LOAD.

CITY STREET NAME SIGN INSTALLATION DETAIL

N.T.S.

HANDICAP PARKING SIGN DETAIL (FDOT TYPE R7-8)

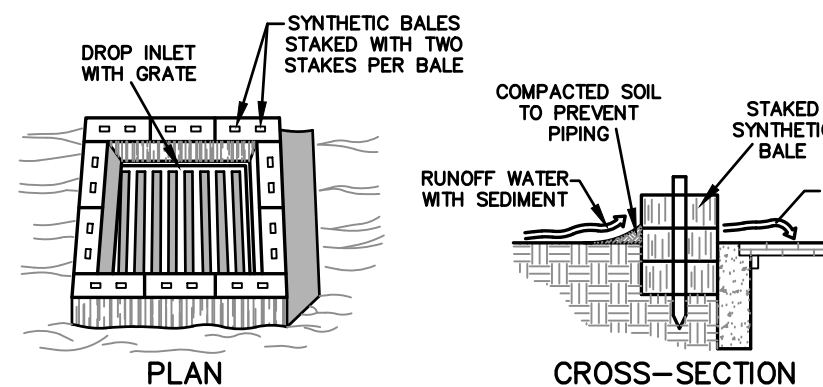
N.T.S.



- NOTES:
- THIS DETAIL PERTAINS TO ALL UTILITY SANITARY AND STORM STRUCTURES WITHIN THE CITY OF DAYTONA.
 - ALL MATERIALS ARE TO BE APPROVED BY THE CITY ENGINEER AND THE PROJECT'S LICENSED SOILS ENGINEER PRIOR TO PLACEMENT.
 - COMPACTION, STABILITY & DENSITY TESTING ARE TO BE DONE IN ACCORDANCE WITH FDOT STANDARD PLANS FOR ROADWAY & BRIDGE CONSTRUCTION, LATEST EDITION.
 - WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 - SHEETING WILL BE REQUIRED AS DETERMINED BY FIELD CONDITIONS.
 - CONTRACTOR MAY USE FLOWABLE FILL IN LIEU OF RECYCLED CONC. UNDER THE APPROVAL FROM THE CITY ENGINEER OR RESIDUE.
 - TRENCH WIDTH CIVIL STRUCTURE WIDTH CENTERED + 24" MINIMUM.
 - EXISTING BASE DEPTH.
 - TEMPORARY PATCH MAY BE RECYCLED ASPHALT, FDOT APPROVED COLD PATCH OR APPROVED EQUAL.
 - FINAL PATCH TO BE 3" MIN. SP. 9.5.
 - PATCH SHALL BE TOTAL ROADWAY WIDTH UNLESS DIRECTED BY CITY ENGINEER.

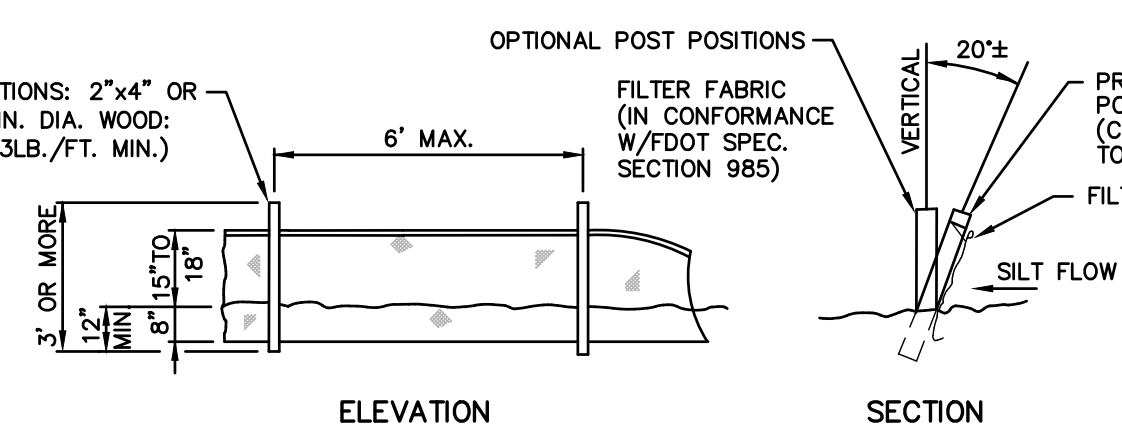
PAVEMENT CUT & PATCH OVER UTILITY STRUCTURE DETAIL

N.T.S.



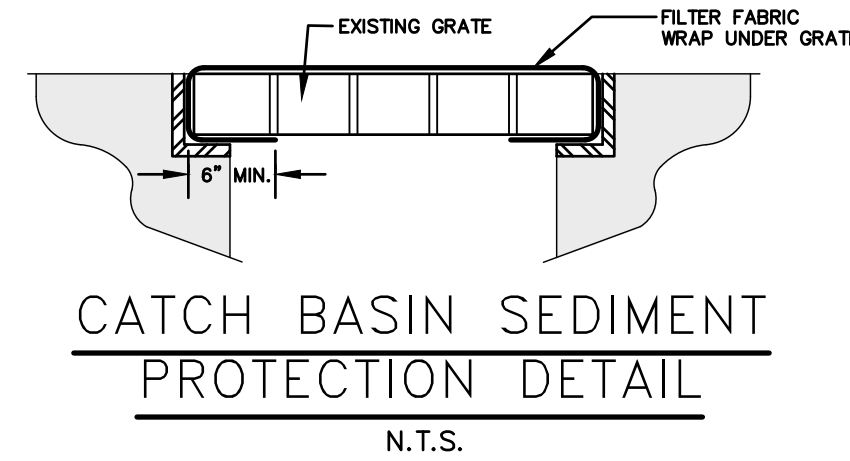
SYNTHETIC BALE DROP INLET SEDIMENT FILTER

N.T.S.

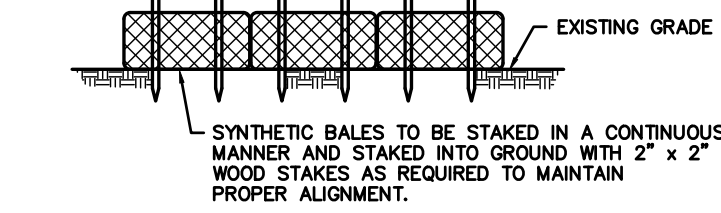


TYPICAL ASPHALT PAVEMENT SECTION DETAIL

N.T.S.



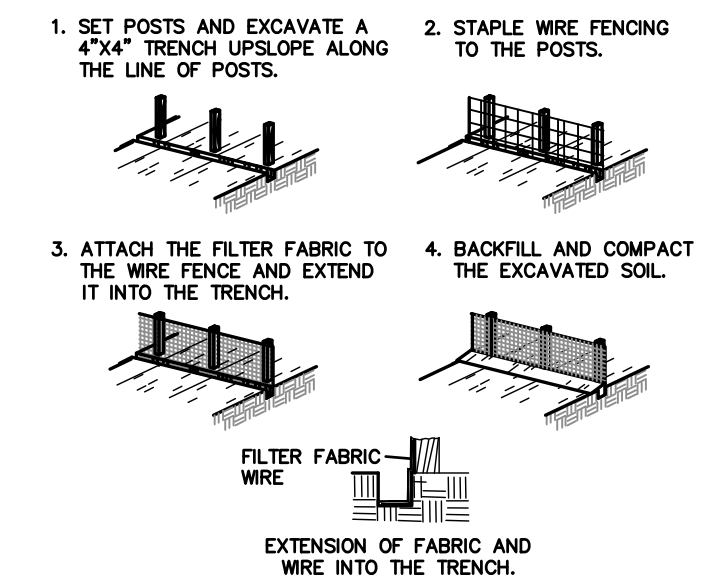
N.T.S.



- NOTE:
- CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SYNTHETIC BALES OR SILTATION CURTAIN) TO PREVENT SILTATION OF ADJACENT PROPERTY, STREETS, STORM SEWERS AND WATERWAYS. IN ADDITION, CONTRACTOR SHALL PLACE STRAW MULCH OR OTHER SUITABLE MATERIAL ON GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT SITE. IF IN THE OPINION OF THE ENGINEER AND/OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE AND CLEAN SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR LOCAL AUTHORITIES.

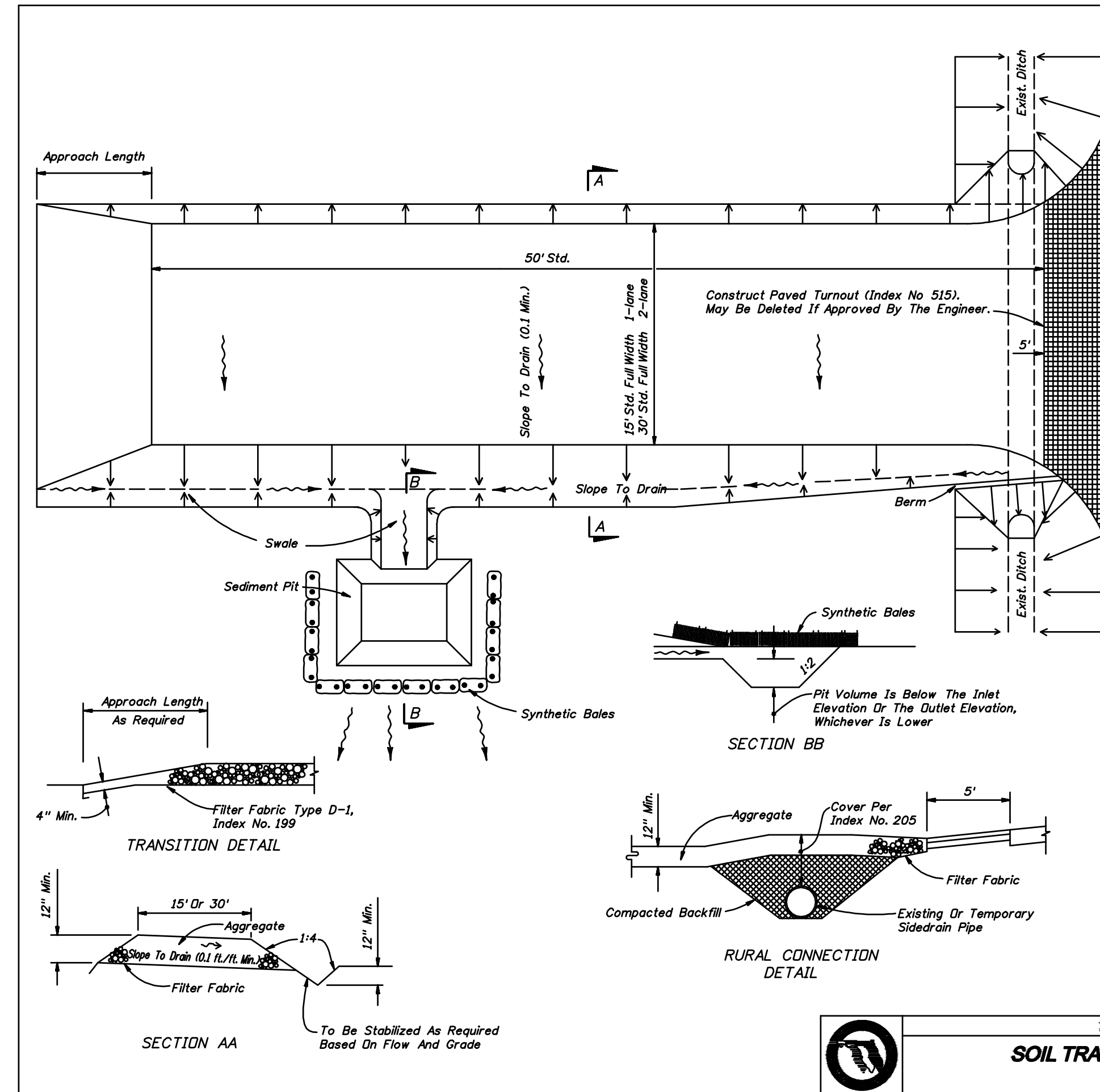
SEDIMENT BARRIER

N.T.S.



SILT FENCE CONSTRUCTION

N.T.S.



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



2010 FDOT Design Standards
SOIL TRACKING PREVENTION DEVICE
TYPE A

1 of 1
106



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	REVISIONS
1	07/01/21	JHK	INITIAL SUBMITTAL
2	07/02/21	JHK	CITY OF DELAND SUBMITTAL
3	08/21/21	JHK	SURVIVED RESUBMITTAL/REVISED PER COMMENTS DATED 07-16-21
4	10/22/21	JHK	CITY OF DELAND RE-SUBMITTAL PH1A & PH1B
5	11/29/21	JHK	REVISED PER CITY COMMENTS DATED 11-22-21
6	12/29/21	JHK	REVISED PER CITY COMMENTS DATED 12-08-21
7	01/31/22	JHK	REVISED PER CITY COMMENTS DATED 01-06-22

MANCHESTER NEIGHBORHOOD PHASE 1B FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

PROJECT NO.: ZC 19194
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: RMH

DRAWING FILE: 13-19-19194-DET-PH1B
XREFS: 19194, BASE.DWG
XREFS: XXXXX.DWG

Digitally signed by
Haik Kilic
Date: 2022.01.31
14:30:50-05'00'

RANDY M. HUDAK, P.E., NO. 85053
HAUK KILIC, P.E., NO. 80344
NOT VALID WITHOUT SEAL

SHEET: C19 OF 19

MANCHESTER NEIGHBORHOOD PD PHASE 1B

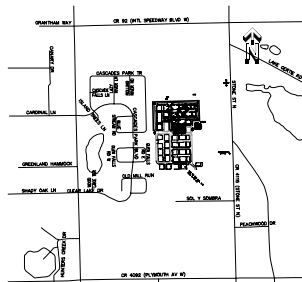
A REPLAT OF LOT 19 AND A PORTION OF LOT 20, SCARLETT SUBDIVISION, PLAT BOOK G, PAGE 660, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

LOT 19 AND LOT 20, SCARLETT SUBDIVISION, A SUBDIVISION IN SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK G, PAGE 660, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 545 FEET THEREOF. TOGETHER WITH A PORTION OF NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA.

ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 19, SCARLETT SUBDIVISION; THENCE RUN N88°33'11"E A LONG THE NORTH LINE OF SAID LOT 19 AND ALONG THE NORTH LINE OF SAID LOT 20, A DISTANCE OF 782.00 FEET TO THE WEST LINE OF THE EAST 545 FEET OF SAID LOT 20; THENCE S01°28'14"E ALONG SAID WEST LINE, 337.09 FEET TO THE NORTH LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 5511, PAGE 4784, SAID PUBLIC RECORDS; THENCE S89°27'33"W ALONG SAID NORTH LINE, 118.14 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE S01°32'25"E ALONG THE WEST LINE OF SAID PROPERTY, 79.93 FEET; THENCE S88°33'08"W, 351.14 FEET; THENCE S01°26'49"E, 70.62 FEET; THENCE S88°39'21"W, 38.28 FEET; THENCE N01°33'12"W, 143.93 FEET; THENCE S88°26'48"W, 122.53 FEET; THENCE S01°33'12"E, 138.98 FEET; THENCE S88°26'48"W, 151.50 FEET TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE N01°31'47"W ALONG SAID WEST LINE AND ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 481.26 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS	
D.E.	DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
C.A.	COMMON AREA
P.R.M.	PERMANENT REFERENCE MONUMENT
C.M.	CONCRETE MONUMENT
Δ	DELTA
R	RADIUS
L	LENGTH
CB	CHORD BEARING
CH	CHORD
O.R.B.	OFFICIAL RECORDS BOOK
P.G.	PAGE
R/W	RIGHT OF WAY
SEC	SECTION
TWP	TOWNSHIP
RGE	RANGE
P.O.B.	POINT OF BEGINNING
E.M.T.	EASEMENT
P.O.C.	POINT OF COMMENCEMENT

NOTES:

- DENOTES SET PERMANENT REFERENCE MONUMENT (P.R.M.) 4" X 4" CONCRETE MONUMENT STAMPED "LB 3019 PRM" (UNLESS OTHERWISE SHOWN).
- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- BEARING STRUCTURE IS BASED ON STATE PLANE COORDINATES (FLORIDA EAST ZONE, NAD 1983) WITH THE BEARING ON THE WEST LINE OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST BEING N01°31'47"W.
- THE LAND IS SUBJECT TO PROTECTIVE COVENANTS AND RESTRICTIONS SEE OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- ERROR OF CLOSURE MEETS OR EXCEEDS THE 1 IN 10,000 REQUIREMENT.
- THESE ROADS TRACTS AND EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATIONS OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATIONS SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT THE INSTALLATION OR MAINTENANCE OF CABLE TELEVISION LINES OR EQUIPMENT DAMAGES THE FACILITIES OF A PUBLIC UTILITY THE CABLE COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO EASEMENTS SPECIFICALLY GRANTED OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. ALL SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATIONS SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE S AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION FS177.092 *28).

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES, AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY, THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER, AND ACCORDING TO CITY SPECIFICATIONS AND STANDARDS, AND ALL APPLICABLE REGULATIONS IN MANCHESTER NEIGHBORHOOD PD PHASE 1B, OR THAT A GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN A MANNER ACCORDING TO SECTION 33-147 HAS BEEN RECEIVED.

DATE: _____, 20____

BY: _____

CITY ENGINEER

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY OF DeLAND, FLORIDA, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "MANCHESTER NEIGHBORHOOD PD PHASE 1B" FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

DATE: _____, 20____

SIGNATURE: _____

SEAL

FLORIDA P.L.S./P.S.M. NO.: _____

PRINTED NAME: _____

PLAT BOOK _____ PAGE _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, QUALIFIED TO DO BUSINESS IN FLORIDA, IS THE OWNER IN FEE SIMPLE OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT IT HEREBY ADOPTS THIS PLAN OF SUBDIVISION, ESTABLISHES MINIMUM DETRACK LINES AND DEDICATES ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, IT DEDICATES ANY AND ALL STORM SEWERS, SANITARY SEWERS, POTABLE WATER AND RECLAIMED WATER LINES TO THE CITY OF DeLAND, FLORIDA, AS NOTED.

TRACT "Y" IS DEDICATED AS A PRIVATE ROADWAY TO THE MANCHESTER RESIDENTS ASSOCIATION INC. ITS SUCCESSORS AND ASSIGNS WITH PERPETUAL NON-EXCLUSIVE ACCESS TO PROPERTY OWNERS, THEIR HEIREES AND FOR PUBLIC ACCESS FOR EMERGENCY SERVICES OR MAINTENANCE OF PUBLIC UTILITY INSTALLATIONS. TRACT "Y" IS DEDICATED TO THE MANCHESTER RESIDENTS ASSOCIATION INC. ITS SUCCESSORS AND ASSIGNS AS COMMON AREA AND BUTTER TRACTS "X", "Y", AND "Z" ARE DEDICATED TO THE MANCHESTER RESIDENTS ASSOCIATION INC. ITS SUCCESSORS AND ASSIGNS AS COMMON AREA. THE UNDERSIGNED SIMULTANEOUSLY DEDICATES EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND DRAINAGE RETENTION EASEMENTS FOR THE BENEFIT OF THE MANCHESTER RESIDENTS ASSOCIATION, INC. WHICH DEDICATING ARE HEREBY MADE IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE. UTILITY EASEMENTS SHALL HAVE FIRST PRIORITY. DRAINAGE EASEMENTS SHALL HAVE SECOND PRIORITY. AND ALL OTHER ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY. ALL EASEMENTS SHALL BE SUPERIOR TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY THE USE RIGHTS GRANTED. THE DRAINAGE EASEMENTS AS SHOWN HEREIN ARE DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES. ALL SUCH DRAINAGE EASEMENTS AND/OR IMPROVEMENTS SHALL BE THE MAINTENANCE OBLIGATION OF THE MANCHESTER RESIDENTS ASSOCIATION INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF DeLAND OR VOLUSIA COUNTY.

THE ACCESS EASEMENTS, INCLUDING ASSOCIATED RIGHTS TO INSTALL AND MAINTAIN SEWAGE AND LANDSCAPE, AS SHOWN HEREIN ARE HEREBY DEDICATED IN PERPETUITY FOR ACCESS PURPOSES. ALL SUCH ACCESS EASEMENTS AND/OR IMPROVEMENTS SHALL BE THE MAINTENANCE OBLIGATION OF THE MANCHESTER RESIDENTS ASSOCIATION INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF DeLAND OR VOLUSIA COUNTY.

AN ACCESS, UTILITY, AND DRAINAGE EASEMENT IS HEREBY DEDICATED OVER TRACTS "X", "Y", "Z" AND "W" TO THE CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA, THEIR SUCCESSORS AND ASSIGNS FOR ACCESS TO INSTALL OR MAINTAIN UTILITY OR DRAINAGE IMPROVEMENTS.

THE UTILITY EASEMENTS SHOWN ON LOTS 16 THROUGH 156 AND TRACT "X" ARE DEDICATED TO THE MANCHESTER RESIDENTS ASSOCIATION INC., ITS SUCCESSORS AND ASSIGNS AND TO THE CITY OF DeLAND AND ALL PUBLIC UTILITIES FOR THE INSTALLATION AND MAINTENANCE OF SAID UTILITIES.

IN WITNESS WHEREOF THE ABOVE NAMED _____ HAS CAUSED BY THESE PRESENTS TO BE SIGNED BY A MANAGING MEMBER, HOWARD LEFKOWITZ, AS _____, BY AND WITH THE AUTHORITY OF ITS BOARD, THIS _____ DAY OF _____, 2021.

BY: HOWARD LEFKOWITZ

SIGNED AND SEALED IN THE PRESENCE OF:

BY: _____

PRINTED NAME: _____

BY: _____

PRINTED NAME: _____

NOTARY PUBLIC:

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION THIS _____ DAY OF _____, 20____, BY _____, AS IDENTIFICATION.

PRINTED NAME: _____
BY COMMISSION EXPIRES _____
STATE OF FLORIDA

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A DULY LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON _____, 20____, I COMPLETED THE SURVEYING OF THE LANDS AS SHOWN IN THE ACCOMPANYING PLAT, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AND COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

DATE: _____, 20____

BY: _____

J.E. ZAPERT, FL. PLS. NO. 4046

SEAL

3921 NOVA ROAD

PORT ORANGE, FLORIDA 32127

CERTIFICATE OF AUTHORIZATION NO. LB 3019



SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

CERTIFICATE OF AUTHORIZATION #B3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5306

www.sligerassociates.com

SHEET 1 OF 2

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____ AT _____

FILE NO.: _____

CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

THE DeLAND CITY COMMISSION HEREBY APPROVED THE FINAL PLAT FOR MANCHESTER NEIGHBORHOOD PD PHASE 1B.

DATE: _____, 20____

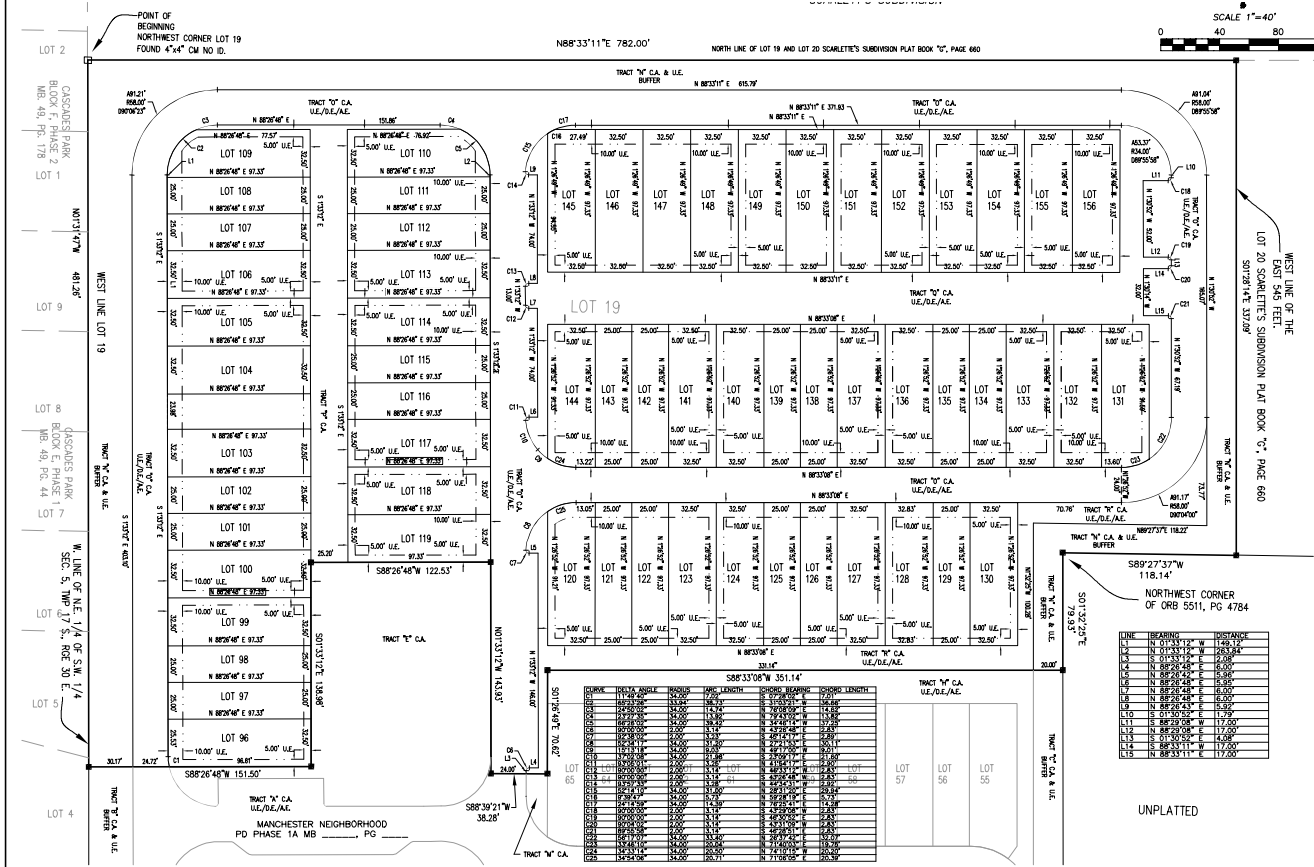
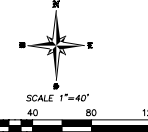
MAYOR, CITY OF DeLAND

SEAL

MANCHESTER NEIGHBORHOOD PD PHASE 1B

A REPLAT OF LOT 19 AND A PORTION OF LOT 20, SCARLETT'S SUBDIVISION, PLAT BOOK G, PAGE 660, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DeLAND, VOLUSIA COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____



ABBREVIATIONS

D.M.E.	DRAINAGE & MAINTENANCE EASEMENT	P.R.M.	PERMANENT REFERENCE MONUMENT
R/W	RIGHT OF WAY	C.M.	CONCRETE MONUMENT
SEC	SECTION	DELTA	DELTA
TWP	TOWNSHIP	RADIUS	RADIUS
RSE	RANGE	LENGTH	LENGTH
MB	MAP BOOK	CHORD BEARING	CHORD BEARING
ENMT	EASEMENT	CH	CHORD
P.O.C.	POINT OF COMMENCEMENT	ORB	OFFICIAL RECORDS BOOK

UNPLATTED

LINE	BEARING	DISTANCE
1	N 89° 27' 37" W	118.14'
2	S 89° 27' 37" E	118.14'
3	N 89° 27' 37" W	118.14'
4	S 89° 27' 37" E	118.14'
5	N 89° 27' 37" W	118.14'
6	S 89° 27' 37" E	118.14'
7	N 89° 27' 37" W	118.14'
8	S 89° 27' 37" E	118.14'
9	N 89° 27' 37" W	118.14'
10	S 89° 27' 37" E	118.14'
11	N 89° 27' 37" W	118.14'
12	S 89° 27' 37" E	118.14'
13	N 89° 27' 37" W	118.14'
14	S 89° 27' 37" E	118.14'
15	N 89° 27' 37" W	118.14'
16	S 89° 27' 37" E	118.14'
17	N 89° 27' 37" W	118.14'
18	S 89° 27' 37" E	118.14'
19	N 89° 27' 37" W	118.14'
20	S 89° 27' 37" E	118.14'

SHEET 2 OF 2

PREPARED BY:
SUGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION #83019
PORT ORANGE, FL 32127
(386) 761-5385

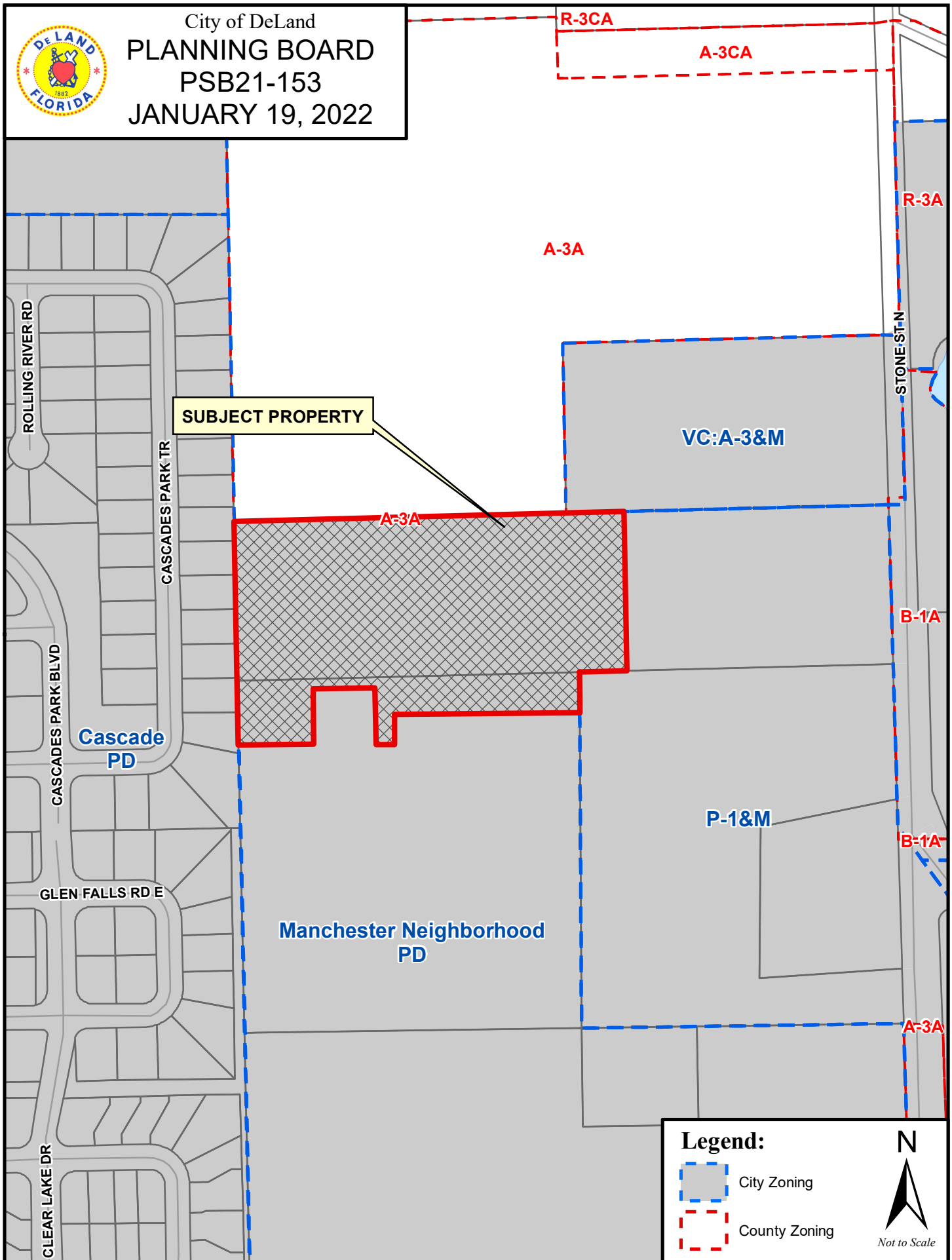


City of DeLand
PLANNING BOARD
PSB21-153
JANUARY 19, 2022





City of DeLand
PLANNING BOARD
PSB21-153
JANUARY 19, 2022



CITY OF DELAND
Request for Commission Action
February 21, 2022

SUBJECT: Consideration re TPO Grant for a Feasibility Study to Determine Multimodal Route to SunRail Station.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: 2022-Application-for-BicyclePedestrian-Projects-FEASIBILITY-STUDIES , Map for TPO Application, 2022-TPO -Priority-Process-Schedule

APPROVED BY: Michael Pleus, City Manager, February 17, 2022

SUMMARY/HIGHLIGHT:

Consideration of submitting an application to the River to Sea TPO for a feasibility study to be conducted to determine the best route from the Charles Pavia Trail out to the Spring to Spring Trail and the SunRail station. A specific corridor has not been suggested to allow the consultant that will conduct the study, the flexibility in determining the best potential route that the city should pursue. Although staff is recommending that the routes studied should consider the downtown area as a key component of the study as it is a focal point in the region. Once the study is complete, the city will decide the timing and funding sources to implement the project.

The TPO process is presented in the Background section.

The date to submit the application is February 25, 2022. The application is to be submitted electronically, so staff can make any revisions desired by the Commission and still meet the deadline.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Preserving "Sense of Community" as a key asset. Promote additional investment
Action Steps:5. Promote bicycle/pedestrian friendly resources.

SUSTAINABILITY:

Strategic Hypothesis #2:

MobilityStrategy: Efficient transportation, multi-modal, rail

Implementation of DeLand's portion of the Volusia MPO's Master Trail Plan

Addition of bicycle lane striping

FISCAL IMPACT:

The City is required to provide a minimum of a 10% local match which will be determined by the TPO's consultant as they start looking into the details of what will be needed to conduct the study.

RECOMMENDATION:

Staff recommends that the City Commission submit the attached application to the TPO to be placed on their list for future projects.

BACKGROUND/DISCUSSION:

The River to Sea Transportation Planning Organization (R2CTPO) is now accepting transportation project funding applications for the 2022 Priority Project Process. Applications will be used by the R2CTPO and the Florida Department of Transportation to qualify and prioritize proposed projects for funding.

1. For each proposed project, the Applying Agency (project sponsor) will submit a completed R2CTPO Traffic Operations, Safety, and Local Initiatives Project Funding Application or Bicycle/Pedestrian and B/P Local Initiatives Project Funding Application. The application will indicate whether the Applying Agency is requesting a feasibility study or project implementation. R2CTPO will accept an application for project implementation (design, right-of-way, construction) only if the proposed project has undergone a feasibility study or if a feasibility study will not be required.
2. R2CTPO staff will screen applications to ensure that they are complete and include only eligible improvements/activities.
3. Project applications for feasibility studies:
 - a. Applying Agency (project sponsor) will submit an official letter to the R2CTPO certifying that the project is supported by the Applying Agency and agreeing to pay its required local share (10%) of the cost for a required feasibility study.
 - b. Traffic Operations, Safety, and Local Initiatives projects will be preliminarily ranked by the TIP Subcommittee; Bicycle/Pedestrian and B/P Local Initiatives Project Applications will be preliminarily ranked by the BPAC Project Review Subcommittee. The R2CTPO Board will approve a final ranking of all projects.
 - c. The R2CTPO's consultant will perform a feasibility study on each proposed project in ranked order as funding becomes available. The R2CTPO will pay 90% of the study cost; the Applying Agency will be responsible for the remaining 10% (cash match)

All applications must be uploaded to the TPO file transfer site by 2:00 p.m. (EST) on February 25, 2022
<https://www3.mydocsonline.com/customerupload/b4bbf6f197bbf605f029f13c7936>

Project Title: DeLand West Greenway

Applying Agencies (project sponsor): City of DeLand Date: 2/25/22

Contact Person: Mike Holmes Job Title: Planning Director

Address: 120 S. Florida Av; DeLand, Florida 32720

Phone: 386 626 7016 FAX: _____

E-mail: holmesm@deland.org

Does the Applying Agency expect to be certified by FDOT to perform work under the Local Agency Program (LAP) process? ☒ YES ☐ NO

If not, what local government agency will perform the work on behalf of the Applying Agency? _____
 [Attach a letter of intent from the agency that will perform the work.]

Governmental entity with maintenance responsibility for roadway facility on which proposed project is located: Volusia County
 [If not the same as Applying Agency, attach letter of support for the proposed project from the responsible entity. This letter of support must include a statement describing the responsible entity's expectations for maintenance of the proposed improvements, i.e., what the applying agency's responsibility will be.]

Priority of this proposed project relative to other applications submitted by the Applying Agency: first, no other project has been submitted this application period

Project Description: Conduct a study to provide a connection from the City's Greenway (Charles Pavia Trail) in the downtown area out to the Spring to Spring Trail and the SunRail station. Because of the alternatives that could be used as the corridor, the City needs assistance to determine the best route between Minnesota Av. and Beresford Av. such as using Euclid Av. or the rail spur. Trail could run from downtown, the ITF or even Minnesota Av. from Stetson U. as examples.

Project Location (include project length and termini, if appropriate, and attach location map): Approximately 3.2 miles refer to attached map for possible corridor.

Project Eligibility for Federal Funds (check the appropriate box):

- ☐ the proposed improvement is located on the Federal-aid system. (Reference the Federal Aid Road Report at <http://www.fdot.gov/statistics/fedaid/>);
- ☒ the proposed improvement is **not** located on the Federal-aid system, but qualifies as a type of improvement identified in 23 U.S.C. §133 that is not restricted to the Federal-aid system.

Project Purpose and Need Statement:

In the space provided below, describe the purpose and need for this proposed project. It is very important that the Purpose and Need Statement is clear and complete. It will be the principal consideration in ranking the project application for a feasibility study. It must convince the public and decision-makers that the expenditure of funds is necessary and worthwhile and that the priority the project is being given relative to other needed transportation projects is warranted. The Purpose and Need Statement will also help to define the scope for the feasibility study, the consideration of alternatives (if appropriate), and project design.

The purpose is analogous to the problem. It should focus on particular issues regarding the transportation system (e.g., mobility and/or safety). Other important issues to be addressed by the project should be identified as ancillary benefits. The purpose should be stated in one or two sentences as the positive outcome that is expected for each criterion. For example, "The purpose is to provide a connection between a park and a school." It should avoid stating a solution as a purpose, such as: "The purpose of the project is to add a sidewalk." It should be stated broadly enough so that no valid solutions will be dismissed prematurely.

The need should establish the evidence that the problem exists, or will exist if anticipated conditions are realized. It should support the assertion made in the Purpose Statement. For example, if the Purpose Statement is based on safety improvements, the Need Statement should support the assertion that there is or will be a safety problem to be corrected. The need should be described for each criterion. When applying for a feasibility study, you should support your Need Statement with the best available evidence. However, you will not be expected to undertake new studies.

Purpose and Need Statements are required for all of the following Priority Criteria:

1. **Proximity to Community Assets:** this measure will estimate the potential demand of bicyclists and pedestrians based on the number of productions or attractions the facility may serve within a one (1) mile radius for Shared Use Paths or a one-half (½) mile radius for Sidewalks. A maximum of 20 points will be awarded.
Purpose and Need (required): *The study will help determine the best route from the City's existing trail near the downtown out to the Spring to Spring Trail and the SunRail station in order to provide a non motorized link as part of the city's transportation network. As the SunRail at DeLand gets constructed, a great attraction will be established that should be connected to DeLand downtown area for both visitors and workers. Depending upon the route selected, but all potential corridors traverse through existing residential areas, with more being constructed.*
2. **Connectivity and Accessibility:** this measure considers the gaps that exist in the current network of bike lanes, bike paths and sidewalks. The measurement will assess points based on the ability of the proposed project to join disconnected networks or complete fragmented facilities. A maximum of 20 points will be awarded.
Purpose and Need (required): *The City has an existing trail that runs north and south along the eastern side of the downtown (Charles Pavia Trail) with a trail head at the ITF (Intermodal Transit Facility) located on Euclid Av. The SunRail station will be completed in approximately two years as well as the Spring to Spring trail in the near future. There currently is no bike or pedestrian connection between the downtown and the SunRail station or trail, not even a sidewalk the entire length.*
3. **Safety/Security:** this measure provides additional weight to applications that have included safety as a component of the overall project and includes school locations identified as hazardous walking/biking zones and areas with significant numbers of safety concerns. A maximum of 25 points will be awarded.
Purpose and Need (required): *Providing a facility that could be used by pedestrians and bicyclists provides protection from vehicles and would encourage bikers to use a route other than SR 44 which does not contain trails or sidewalks west of SR 15A.*
4. **Contribution to "Livability" and Sustainability in the Community:** this measure considers factors that have an impact on "livability" and sustainability in the community. A maximum of 10 points will be awarded.

Purpose and Need (required): *Increasing the use of nonmotorized alternatives increases the opportunity for persons to have access to the SunRail station without having to use a personal vehicle. This connection also increases the recreational opportunities by providing a connection to the county's Spring to Spring regional trail.*

5. **Enhancements to the Transportation System:** this measure considers the demonstrated and defensible relationship to surface transportation. A maximum of 10 points will be awarded.

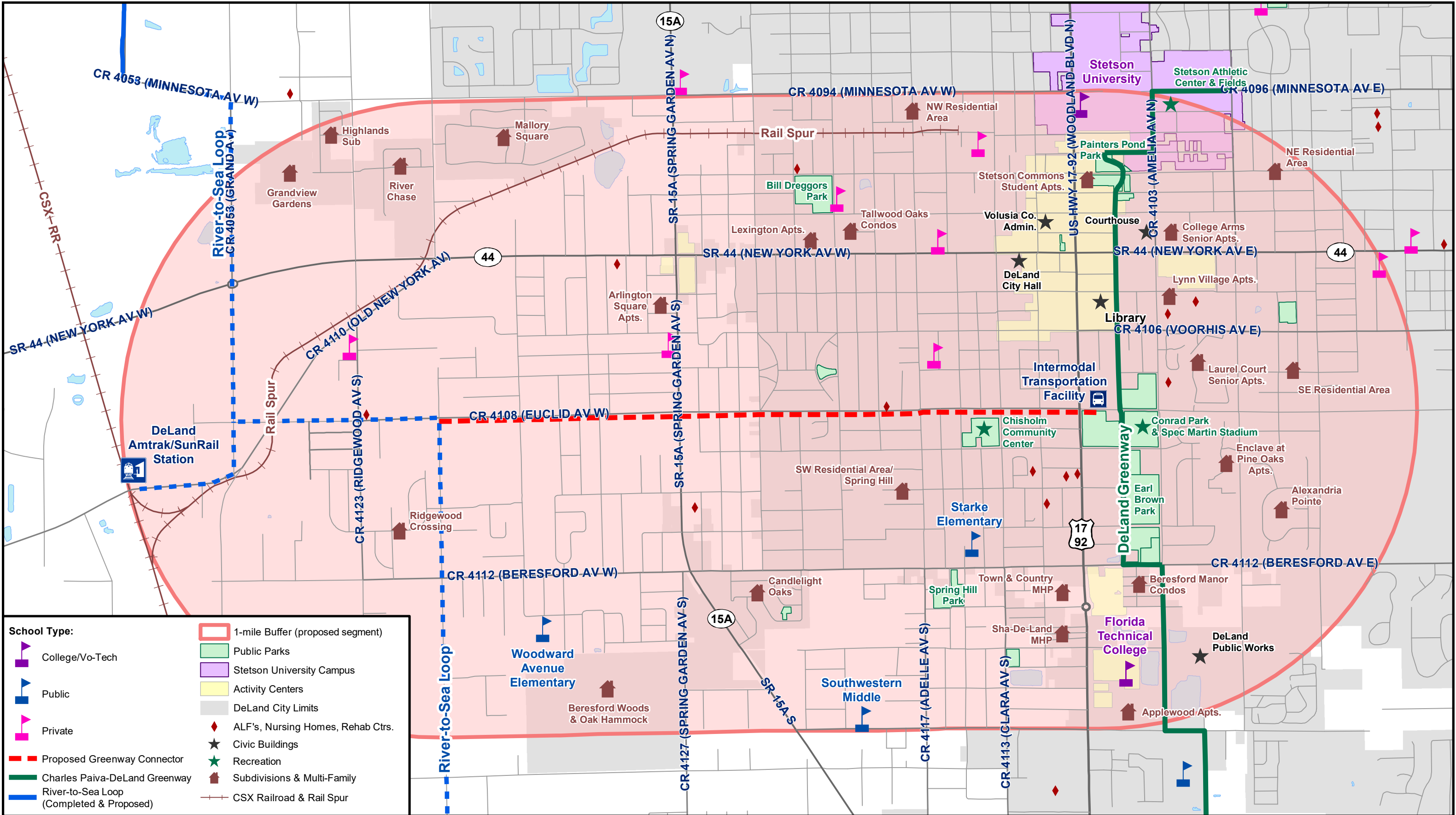
Purpose and Need (required): *Could potentially increase the ridership for SunRail thus reducing possible trips on our roadways by traversing an area with a significant low income population that helps to open up employment opportunities in Seminole and Orange Counties. Also expands the countywide trail system by connecting the County's regional system with the City's local network.*

6. **Public Support/Special Considerations:** describe whether the proposed facility has public support and provide documentation (e.g., letters of support/signed petitions/public comments from community groups, public meeting minutes, homeowners associations, school administrators). Describe any special issues or concerns that are not being addressed by the other criteria. A maximum of 5 points will be awarded.

Purpose and Need (required): *Local bike groups have asked for a connection out to the Spring to Spring trail as part of the City's transportation network when the city conducted its 2050 Vision plan. Also during the latest public engagement effort to update the 2050 vision, enhancing the area bike network was requested. This connection has been contemplated since the adoption of the City's Greenway Plan in 2004.*

7. **Local Matching Funds > 10%:** if local matching funds greater than 10% of the estimated project cost are available, describe the local matching fund package in detail. A maximum of 20 points will be awarded.

Purpose and Need (required): *Presently the city is anticipating matching the cost of the study at the required amount of 10%.*



Prepared by:
City of DeLand Planning Dept.
February 14, 2022

This map is a graphic representation and is not intended to be used for any engineering or surveying purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map.

Proposed DeLand Greenway ITF to SunRail Connector

Sources: Volusia County GIS
City of DeLand Planning Dept.



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2022 Priority Project Process Schedule

December 3, 2021

- Issue Call for Projects/Notice of Funding Availability (12 weeks long).

January 18, 2022

- TCC Meeting/Priority Project Process Workshop.

February 11, 2022

- Deadline to submit draft project applications for TPO staff review in advance of application deadline.

February 25, 2022

- Application Deadline (2:00 p.m.).
- Project sponsors submit letter of support to retain projects on the List of Priority Projects (LOPP) and updated cost estimates for unfunded projects/project phases on the LOPP.
- Project sponsors submit list of regionally significant projects for Transportation Regional Incentive Program (TRIP) eligible projects

March 14 - April 8, 2022

- TIP Subcommittee and BPAC Subcommittee meet separately to score/rank applications.

May 11, 2022

- BPAC reviews preliminary rankings

May 17, 2022

- CAC/TCC review preliminary rankings

May 25, 2022

- TPO Board reviews recommended preliminary rankings

June 8, 2022

- BPAC reviews/recommends rankings

June 21, 2022

- CAC/TCC reviews/recommends rankings

June 22, 2022

- TPO Board reviews/approves final rankings and adopts LOPP

July 1, 2022

- Adopted LOPP submitted to FDOT