CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
AUGUST 4, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Henry James, Thompson Street Tabernacle of Praise Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2025-2026, Blue Lake Woods Street Lighting District.

   It is recommended that the City Commission approve the resolution to certify and adopt the assessment roll for Fiscal Year 2025-2026 for the Blue Lake Woods Street Lighting District.

2. Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2025-2026, Glenwood Springs Street Lighting District.

   It is recommended that the City Commission approve the resolution to certify and adopt the assessment roll for Fiscal Year 2025-2026 for the Glenwood Springs Street Lighting District.

PRESENTATIONS

1. Resolution No. 2025-52, Honoring the Retirement of Nava-Jean Mazzaglia.

2. Employee Years of Service Award- Lt. Brendan "Sean" Langford - Fire Department.

3. Presentation re Housing Options Virtual Tour.

CONSENT AGENDA

1. Consideration re Change Order No.1, Littleton Circle Drainage and ADA Repairs.

   Staff recommends that the City Commission approve Change Order No. 1, in the amount of $13,250.00 for the removal of (5) additional trees and associated irrigation repairs.

2. Resolution Approving Florida Department of Transportation Community Aesthetics Feature Agreement.

   Staff recommends that the City Commission approve the Community Aesthetic Feature agreement with FDOT related to the installation of one Roundabout Entry Sign/Feature.

3. Consideration re Award of Bid for DeLand Airport Airfield Markings.

Staff recommends that the City Commission award Airfield Marking Project to Hi-Lite Airfield Services, LLC for the base bid amount of $60,043.60 and the bid alternate A amount of $13,399.40 for a total of $73,443.00.

4. Resolution Supporting Completion of Improvements to Interstate 4, St. Johns River Bridge.

   Approve Resolution Supporting Completion Improvement to I-4, St Johns River Bridge.

5. Resolution Approving Procurement of Short-Barreled Rifles Using "Special Law Enforcement Trust Fund."

   The staff recommends that the City Commission approve the Resolution which authorizes the procurement of short-barreled rifles using funds derived from the "Special Law Enforcement Trust Fund."

6. Resolution Approving Donation to the Police Athletic League from the Forfeiture Trust Fund.

   Contribution of $10,000 to the DeLand Police Athletic League to be paid from forfeited funds in the special law enforcement trust fund.

7. Consideration re Ground Lease Termination, Prospect Real Estate LLC, Located at 1991 and 1993 Industrial Drive.

   Consideration re Ground Lease Termination, Prospect Real Estate LLC, located at 1991 and 1993 Industrial Drive.

8. Consideration re New Ground Lease Agreement, Prospect Real Estate LLC, Located at 1991 and 1993 Industrial Drive.

   Consideration re New Ground Lease Agreement, Prospect Real Estate LLC, Located at 1991 and 1993 Industrial Drive.

9. Consideration re New Ground Lease Agreement, Prospect Real Estate LLC, Located at 1995 Industrial Drive.

   Consideration re New Ground Lease Agreement, Prospect Real Estate LLC, Located at 1995 Industrial Drive.

10. Resolution re Surplus Equipment.

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

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Consideration re Appointments to the Airport Advisory Committee (AAC).

   Appointments to the Airport Advisory Committee (AAC).

2. Consideration re Appointments to the DeLand Planning Board.

Request for the City Commission to make appointments to the DeLand Planning Board as recommended by staff.

OLD BUSINESS

1. Request to Continue First Reading of Ordinance Annexing ±10.64 Acres of Property, Located at 1290 West Plymouth Avenue (Delaney Trinity Reserve).

   Request to continue to the August 18, 2025, City Commission Meeting.

2. Request to Continue First Reading of Ordinance Changing the Land Use for Approximately ±10.14 Acres of Property, Located at 1290 West Plymouth Avenue, from Volusia County Urban Low Intensity (ULI) to City of DeLand Medium Density Residential (MDR).

   Request to continue to the August 18, 2025, City Commission Meeting.

3. Request to Continue the First Reading of Ordinance Changing the Zoning for ±10.14 Acres of Property, Located at 1290 West Plymouth Avenue, from Volusia County A-3 and A-3A to City of DeLand Planned Development (Delaney Trinity Reserve Planned Development).

   Request to continue to the August 18, 2025, City Commission Meeting.

4. Second Reading of Ordinance No. 2025-10, Amending Section-33-27.05 Low Intensity Agriculture, and Creating a New Section, 33-27.06 Urban or Backyard Chickens.

   Second Reading of Ordinance Amending Land Development Regulations related to Urban Chickens.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.

2. Report re Volusia-Flagler TPO.

3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

posted at City Hall and on the City's web site.

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

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

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

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

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

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

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

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

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2025-2026, Blue Lake Woods Street Lighting District.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution , Exhibit A-Blue Lake Woods 2025

APPROVED BY: Michael Pleus, City Manager, July 31, 2025

SUMMARY/HIGHLIGHT:

The City Commission previously created the Blue Lake Woods Street Lighting District, which allows the residents and lot owners in the Blue Lake Woods subdivision to pay for their streetlights through their tax bills. With this method, all residents will be assured of having the streetlights kept on regardless of whether the homeowner's association is able to collect assessments from its membership. The Florida Statutes require the City of DeLand to certify to the Volusia County Property Appraiser the assessment roll each year by September 15th. The attached resolution fulfills that requirement.

A resolution certifying the assessment roll for the Blue Lake Woods Street Lighting District is adopted by the City of DeLand each year. Each resident and lot owner of the Blue Lake Woods subdivision/special assessment district will be assessed $111.07. There are 50 parcels in the Blue Lake Woods subdivision/special assessment district for a total of $5,553.50.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item should be revenue neutral. However, to the extent that this assessment will ensure that street lights in one of the city's subdivisions remain lit, it may arguably reduce public safety costs.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution.

BACKGROUND/DISCUSSION:

This action is the final step in putting the assessments, more particularly set forth in the attached resolution and assessment roll, on the tax bills for the Blue Lake Woods subdivision.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, CERTIFYING THE ASSESSMENT ROLL FOR FISCAL YEAR 2025-2026 FOR THE BLUE LAKE WOODS STREET LIGHTING SPECIAL ASSESSMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand has created the Blue Lake Woods Street Lighting Special Assessment District for the purposes of funding street lighting within the Blue Lake Woods subdivision; and

WHEREAS, the City of DeLand is required by Section 197.3632(5)(a), Florida Statutes, to certify to the Volusia County Property Appraiser the assessment roll for the said special assessment district by September 15 of each year; and

WHEREAS, the City of DeLand desires to certify to the Volusia County Property Appraiser the assessment roll attached hereto as Exhibit "A".

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

Section 1. The City Commission of the City of DeLand hereby certifies the assessment roll for fiscal year 2025-2026 for the Blue Lake Woods Street Lighting District attached hereto as Exhibit "A".

Section 2. The unit of measurement for the assessment shall be platted single family residential lots and the amount of the assessment shall be as per the attached Exhibit "A".

Section 3. The City Manager is hereby directed to immediately transmit this Resolution to the office of the Volusia County Property Appraiser.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of August, 2025

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

Volusia County Property Appraiser
June 1st Statutory NAVA List for Blue Lake Woods Streetlighting - 2025 Tax Roll
EXHIBIT "A"

SL Project	SL Units	2024 Rate	2025 Rate	AltKey	ParcelID	PC	PC_DESC	OWN1	OWN2	ADDR1	CITYNAME	STATE	ZIPCODE	SITUS_NUI	SITUS_STR	SITUS_TYP	SITUS_CIT	LEGAL1
3370	1	112.04	111.07	6519897	[illegible]	100	SINGLE FAMILY	ABIGAIL BONNIE J		1359 PUP FISH LN	DELAND	FL	32724	1359	PUP FISH	LN	DELAND	LOT 1 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6018 PGS 08
3370	1	112.04	111.07	6519901	[illegible]	100	SINGLE FAMILY	KOENKE LEIGH ANN		1355 PUP FISH LN	DELAND	FL	32724	1355	PUP FISH	LN	DELAND	LOT 2 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6008 PGS 37
3370	1	112.04	111.07	6519919	[illegible]	100	SINGLE FAMILY	STAGE JULIET FLEMING		1351 PUP FISH LN	DELAND	FL	32724	1351	PUP FISH	LN	DELAND	LOT 3 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5738 PGS 07
3370	1	112.04	111.07	6519927	[illegible]	100	SINGLE FAMILY	ANDERSON MARCUS CHRISTOPHER		1347 PUP FISH LN	DELAND	FL	32724	1347	PUP FISH	LN	DELAND	LOT 4 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5941 PG 209
3370	1	112.04	111.07	6519935	[illegible]	100	SINGLE FAMILY	NEWBOULD GAVIN		1343 PUP FISH LN	DELAND	FL	32724	1343	PUP FISH	LN	DELAND	LOT 5 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5843 PGS 46
3370	1	112.04	111.07	6519943	[illegible]	100	SINGLE FAMILY	WHITENER LINDA		1339 PUP FISH LN	DELAND	FL	32724	1339	PUP FISH	LN	DELAND	LOT 6 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5859 PG 041
3370	1	112.04	111.07	6519951	[illegible]	100	SINGLE FAMILY	CASTELBLANCO VIOLETA A		1335 PUP FISH LN	DELAND	FL	32724	1335	PUP FISH	LN	DELAND	LOT 7 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5694 PG 409
3370	1	112.04	111.07	6519960	[illegible]	100	SINGLE FAMILY	BODA MATTHEW		1331 PUP FISH LN	DELAND	FL	32724	1331	PUP FISH	LN	DELAND	LOT 8 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5825 PGS 49
3370	1	112.04	111.07	6519978	[illegible]	100	SINGLE FAMILY	RAINES ANTHONY E		1327 PUP FISH LN	DELAND	FL	32724	1327	PUP FISH	LN	DELAND	LOT 9 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5847 PG 078
3370	1	112.04	111.07	6519986	[illegible]	100	SINGLE FAMILY	MCGONIGLE JOSHUA		1323 PUP FISH LN	DELAND	FL	32724	1323	PUP FISH	LN	DELAND	LOT 10 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5799 PGS 4
3370	1	112.04	111.07	6519994	[illegible]	100	SINGLE FAMILY	CONFIDENTIAL DATA F.S.119.071						1319	PUP FISH	LN	DELAND	LOT 11 BLUE LAKE WOODS MB 52 PGS 64-66 INC
3370	1	112.04	111.07	6520003	[illegible]	100	SINGLE FAMILY	DOUGLASS ALLAN J JR		1315 PUP FISH LANE	DELAND	FL	32724	1315	PUP FISH	LN	DELAND	LOT 12 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6017 PG 16
3370	1	112.04	111.07	6520011	[illegible]	100	SINGLE FAMILY	GONZALES GIANNE C		1311 PUP FISH LN	DELAND	FL	32724	1311	PUP FISH	LN	DELAND	LOT 13 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5793 PGS 0
3370	1	112.04	111.07	6520020	[illegible]	100	SINGLE FAMILY	HELLO GREEN HOMES LLC		20715 N PIMA RD STE F-108 STE F-108	SCOTTSDALE	AZ	85255	1307	PUP FISH	LN	DELAND	LOT 14 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 5902 PGS 2144-
3370	1	112.04	111.07	6520038	[illegible]	100	SINGLE FAMILY	MOORE SARAH DAWN	MARTINEZ ROBERT EDWARD	1303 PUP FISH LN	DELAND	FL	32724	1303	PUP FISH	LN	DELAND	LOT 15 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5813 PGS 3
3370	1	112.04	111.07	6520046	[illegible]	100	SINGLE FAMILY	JONES CHRISTOPHER RONALD		1306 PUP FISH LN	DELAND	FL	32724	1306	PUP FISH	LN	DELAND	LOT 16 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6009 PGS 0
3370	1	112.04	111.07	6520054	[illegible]	100	SINGLE FAMILY	HILAIRE MICHEL EMILE		1310 PUP FISH LN	DELAND	FL	32724	1310	PUP FISH	LN	DELAND	LOT 17 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5829 PGS
3370	1	112.04	111.07	6520062	[illegible]	100	SINGLE FAMILY	CAHILL RYAN		1314 PUP FISH LN	DELAND	FL	32724	1314	PUP FISH	LN	DELAND	LOT 18 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5821 PG 39
3370	1	112.04	111.07	6520071	[illegible]	100	SINGLE FAMILY	ANDERSON WILLIAM A		1318 PUP FISH LN	DELAND	FL	32724	1318	PUP FISH	LN	DELAND	LOT 19 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6014 PGS 2
3370	1	112.04	111.07	6520089	[illegible]	100	SINGLE FAMILY	BLONDELL CHRISTOPHER W		1322 PUP FISH LN	DELAND	FL	32724	1322	PUP FISH	LN	DELAND	LOT 20 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5862 PG 39
3370	1	112.04	111.07	6520097	[illegible]	100	SINGLE FAMILY	HENSHAW RALPH NELSON III		1326 PUP FISH LANE	DELAND	FL	32724	1326	PUP FISH	LN	DELAND	LOT 21 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5851 PG 23
3370	1	112.04	111.07	6520101	[illegible]	100	SINGLE FAMILY	OSTROWSKI STEVEN J		1330 PUP FISH LN	DELAND	FL	32724	1330	PUP FISH	LN	DELAND	LOT 22 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5834 PG 07
3370	1	112.04	111.07	6520119	[illegible]	100	SINGLE FAMILY	CRABTREE SHANNON R		1334 PUP FISH LN	DELAND	FL	32724	1334	PUP FISH	LN	DELAND	LOT 23 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5807 PGS 2
3370	1	112.04	111.07	6520127	[illegible]	100	SINGLE FAMILY	MALLEY JOSEPH M		1338 PUP FISH LN	DELAND	FL	32724	1338	PUP FISH	LN	DELAND	LOT 24 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5670 PGS 4
3370	1	112.04	111.07	6520135	[illegible]	100	SINGLE FAMILY	DUZADUPA LLC		3N279 N EMROY AVE	ELMHURST	IL	60126	1333	TILAPIA	TR	DELAND	LOT 25 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5868 PG 26
3370	1	112.04	111.07	6520143	[illegible]	100	SINGLE FAMILY	BRIAN RASQUINHA INVESTMENTS LLC		11728 OSPREY POINTE BLVD	CLERMONT	FL	34711	1329	TILAPIA	TR	DELAND	LOT 26 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5849 PG 46
3370	1	112.04	111.07	6520151	[illegible]	100	SINGLE FAMILY	WESEMANN MATTHAUS		7072 156TH PL NE	REDMOND	WA	98052	1325	TILAPIA	TR	DELAND	LOT 27 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5847 PG 07
3370	1	112.04	111.07	6520160	[illegible]	100	SINGLE FAMILY	HENDERSHOT RUSSELL A TR	HENDERSHOT FAMILY TRUST 11-25-2003	1321 TILAPIA TRL	DELAND	FL	32724	1321	TILAPIA	TR	DELAND	LOT 28 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5805 PGS 0
3370	1	112.04	111.07	6520178	[illegible]	100	SINGLE FAMILY	MCGINN TERENCE M		1317 TILAPIA TRL	DELAND	FL	32724	1317	TILAPIA	TR	DELAND	LOT 29 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 6017 PGS 0672-
3370	1	112.04	111.07	6520186	[illegible]	100	SINGLE FAMILY	CATALANO PETER R		1313 TILAPIA TRL	DELAND	FL	32724	1313	TILAPIA	TR	DELAND	LOT 30 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5918 PG 47
3370	1	112.04	111.07	6520194	[illegible]	100	SINGLE FAMILY	ESTAVILLO JORGE		1309 TILAPIA TRL	DELAND	FL	32724	1309	TILAPIA	TR	DELAND	LOT 31 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5853 PG 37
3370	1	112.04	111.07	6520208	[illegible]	100	SINGLE FAMILY	BECCARIS THOMAS J		1305 TILAPIA TRIAL	DELAND	FL	32724	1305	TILAPIA	TR	DELAND	LOT 32 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5887 PG 44
3370	1	112.04	111.07	6520216	[illegible]	100	SINGLE FAMILY	HILDERBRANDT KELLY ANN	HILDERBRANDT SAMANTHA	1300 TILAPIA TRL	DELAND	FL	32724	1300	TILAPIA	TR	DELAND	LOT 33 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5911 PG 39
3370	1	112.04	111.07	6520224	[illegible]	100	SINGLE FAMILY	RUTH MICHELLE J		1304 TILAPIA TRL	DELAND	FL	32724	1304	TILAPIA	TR	DELAND	LOT 34 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5889 PG 16
3370	1	112.04	111.07	6520232	[illegible]	100	SINGLE FAMILY	QUINTON JUDY P		1308 TILAPIA TRL	DELAND	FL	32724	1308	TILAPIA	TR	DELAND	LOT 35 BLUE LAKE WOODS MB 52 PGS 64-66 PER OR 5904 PGS 3195-
3370	1	112.04	111.07	6520241	[illegible]	100	SINGLE FAMILY	CHOWDHURY SYED		1312 TILAPIA TRL	DELAND	FL	32724	1312	TILAPIA	TR	DELAND	LOT 36 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5971 PG 19
3370	1	112.04	111.07	6520259	[illegible]	100	SINGLE FAMILY	2018-2 IH BORROWER LP		PO BOX 4900	SCOTTSDALE	AZ	85261	1316	TILAPIA	TR	DELAND	LOT 37 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5911 PG 28
3370	1	112.04	111.07	6520267	[illegible]	100	SINGLE FAMILY	COPSON SANDRA		1320 TILAPIA TRL	DELAND	FL	32724	1320	TILAPIA	TR	DELAND	LOT 38 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5887 PG 48
3370	1	112.04	111.07	6520275	[illegible]	100	SINGLE FAMILY	INGRAM CLARENCE E		1324 TILAPIA TRL	DELAND	FL	32724	1324	TILAPIA	TR	DELAND	LOT 39 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5933 PG 40
3370	1	112.04	111.07	6520283	[illegible]	100	SINGLE FAMILY	CALDERON BOLIVAR A		1328 TILAPIA TRL	DELAND	FL	32724	1328	TILAPIA	TR	DELAND	LOT 40 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5967 PG 11
3370	1	112.04	111.07	6520291	[illegible]	100	SINGLE FAMILY	ALEJO JOSE JR		1332 TILAPIA TRL	DELAND	FL	32724	1332	TILAPIA	TR	DELAND	LOT 41 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6035 PG 01
3370	1	112.04	111.07	6520305	[illegible]	100	SINGLE FAMILY	STEWART-VLASOV MARK SERGEI		1336 TILAPIA TRL	DELAND	FL	32724	1336	TILAPIA	TR	DELAND	LOT 42 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5988 PGS 1
3370	1	112.04	111.07	6520313	[illegible]	100	SINGLE FAMILY	ESTAVILLO JORGE		1340 TILAPIA TRL	DELAND	FL	32724	1340	TILAPIA	TR	DELAND	LOT 43 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5977 PGS 0
3370	1	112.04	111.07	6520321	[illegible]	100	SINGLE FAMILY	RODRIGUEZ JOSEPH		1344 TILAPIA TRL	DELAND	FL	32724	1344	TILAPIA	TR	DELAND	LOT 44 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5969 PG 05
3370	1	112.04	111.07	6520330	[illegible]	100	SINGLE FAMILY	PARRISH JOHN K		1348 TILAPIA TRL	DELAND	FL	32724	1348	TILAPIA	TR	DELAND	LOT 45 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5973 PG 11
3370	1	112.04	111.07	6520348	[illegible]	100	SINGLE FAMILY	NGUYEN KENNY BINH		1352 TILAPIA TRL	DELAND	FL	32724	1352	TILAPIA	TR	DELAND	LOT 46 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5976 PG 08
3370	1	112.04	111.07	6520356	[illegible]	100	SINGLE FAMILY	MITCHELL DEREK MICHAEL		1345 TILAPIA TRL	DELAND	FL	32724	1345	TILAPIA	TR	DELAND	LOT 47 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5938 PGS 1
3370	1	112.04	111.07	6520364	[illegible]	100	SINGLE FAMILY	SLAGLE KIMBERLY J		1341 TILAPIA TRL	DELAND	FL	32724	1341	TILAPIA	TR	DELAND	LOT 48 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 6009 PGS 4
3370	1	112.04	111.07	6520372	[illegible]	100	SINGLE FAMILY	HURST BRIAN KEITH		1337 TILAPIA TRL	DELAND	FL	32724	1337	TILAPIA	TR	DELAND	LOT 49 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5948 PG 03
3370	1	112.04	111.07	6520381	[illegible]	100	SINGLE FAMILY	ELASSAL KEVIN		3056 W ROME AVE	ANAHEIM	CA	92804	1342	PUP FISH	LN	DELAND	LOT 50 BLUE LAKE WOODS MB 52 PGS 64-66 INC PER OR 5967 PG 18
			5,553.50															

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Resolution Certifying and Adopting Assessment Roll for Fiscal Year 2025-2026, Glenwood Springs Street Lighting District.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution , Exhibit A-Glenwood Springs 2025

APPROVED BY: Michael Pleus, City Manager, July 31, 2025

SUMMARY/HIGHLIGHT:

The City Commission previously created the Glenwood Springs Lighting District, which allows the residents and lot owners in the Glenwood Springs subdivision to pay for their streetlights through their tax bills. With this method, all residents will be assured of having the streetlights kept on regardless of whether the homeowner's association is able to collect assessments from its membership. The Florida Statutes require the City of DeLand to certify to the Volusia County Property Appraiser the assessment roll each year by September 15. The attached resolution fulfills that requirement.

A resolution certifying the assessment roll for the Glenwood Springs Street Lighting District is adopted by the City of DeLand each year. Each resident and lot owner in the Glenwood Springs subdivision/special assessment district will be assessed $59.92. There are 213 parcels in the Glenwood Springs subdivision/special assessment district for a total of $12,762.96.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item should be revenue neutral. However, to the extent that this assessment will ensure that street lights in one of the City's subdivision remain lit, it may arguably reduce public safety costs.

RECOMMENDATION:

It is recommended that the City Commission approve the attached resolution.

BACKGROUND/DISCUSSION:

This action is the final step in putting the assessments, more particularly set forth in the attached resolution and assessment roll, on the tax bills for the Glenwood Springs subdivision.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, CERTIFYING THE ASSESSMENT ROLL FOR FISCAL YEAR 2025-2026 FOR THE GLENWOOD SPRINGS STREET LIGHTING SPECIAL ASSESSMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand has created the Glenwood Springs street lighting special assessment district for the purposes of funding street lighting within the Glenwood Springs subdivision; and

WHEREAS, the City of DeLand is required by Section 197.3632(5)(a), Florida Statutes, to certify to the Volusia County Property Appraiser the assessment roll for the said special assessment district by September 15 of each year; and

WHEREAS, the City of DeLand desires to certify to the Volusia County Property Appraiser the assessment roll attached hereto as Exhibit "A".

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

Section 1. The City Commission of the City of DeLand hereby certifies the assessment roll for fiscal year 2025-2026 for the Glenwood Springs Street Lighting District attached hereto as Exhibit "A".

Section 2. The unit of measurement for the assessment shall be platted single family residential lots and the amount of the assessment shall be as per the attached Exhibit "A".

Section 3. The City Manager is hereby directed to immediately transmit this Resolution to the office of the Volusia County Property Appraiser.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 4th day of August, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

Volusia County Property Appraiser
June 1st Statutory NAVA List for Glenwood Springs Streetlighting - 2025 Tax Roll
EXHIBIT "A"

SL Project	2024 Rate	2025 Rate	AltKey	ParcelID	PC_DESC	OWN1	OWN2	ADDR1	ADDR2	CITYNAME	STATE	ZIPCODE	DTCREATED	SITUS_NUM	SITUS_STREET	SITUS_TYPE	SITUS_CITY	LEGAL1
3360	59.79	59.92	6572461	700605000010	SINGLE FAMILY	CALVIN MARLENE		1525 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1525	LOUGHTON	ST	DELAND	LOT 1 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572470	700605000020	SINGLE FAMILY	GANDHI MEHUL		1529 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1529	LOUGHTON	ST	DELAND	LOT 2 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840
3360	59.79	59.92	6572488	700605000030	SINGLE FAMILY	KUHLKE JEFFREY		1533 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1533	LOUGHTON	ST	DELAND	LOT 3 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572496	700605000040	SINGLE FAMILY	BIRNHAK SHERRY L		1537 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1537	LOUGHTON	ST	DELAND	LOT 4 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5916
3360	59.79	59.92	6572500	700605000050	SINGLE FAMILY	DANGIOLILLO VICTOR J		1541 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1541	LOUGHTON	ST	DELAND	LOT 5 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572518	700605000060	SINGLE FAMILY	HOWELL CHAD B		1524 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1524	LOUGHTON	ST	DELAND	LOT 6 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572526	700605000070	SINGLE FAMILY	HOLTON WILLIAM		1520 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1520	LOUGHTON	ST	DELAND	LOT 7 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5840
3360	59.79	59.92	6572534	700605000080	SINGLE FAMILY	ARIAS JUAN LUIS		1529 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1529	ALDRIDGE	LN	DELAND	LOT 8 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572542	700605000090	SINGLE FAMILY	ALEXANDRE JOSEPH J		1533 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1533	ALDRIDGE	LN	DELAND	LOT 9 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 5916
3360	59.79	59.92	6572551	700605000100	SINGLE FAMILY	ALBITREZ ALFREDO ARTURO		1537 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1537	ALDRIDGE	LN	DELAND	LOT 10 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572569	700605000110	SINGLE FAMILY	SANFORD JUSTIN ALLEN		1541 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1541	ALDRIDGE	LN	DELAND	LOT 11 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572577	700605000120	SINGLE FAMILY	MASON LEAH CHRISTINE		1232 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1232	BEXLEY	CT	DELAND	LOT 12 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572585	700605000130	SINGLE FAMILY	BENITEZ LYDIA JIMENEZ TR	LYDIA JIMENEZ BENITEZ REV TRUST 8-16-17	1128 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1228	BEXLEY	CT	DELAND	LOT 13 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572593	700605000140	SINGLE FAMILY	GAVIRIA LUZ VERLY		1224 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1224	BEXLEY	CT	DELAND	LOT 14 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572607	700605000150	SINGLE FAMILY	FARNSWORTH JAMES NEAL		1220 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1220	BEXLEY	CT	DELAND	LOT 15 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572615	700605000160	SINGLE FAMILY	JOHNSON THOMAS E JR		1216 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1216	BEXLEY	CT	DELAND	LOT 16 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572623	700605000170	SINGLE FAMILY	RIVERA ANGEL F		3701 TCU BLVD		ORLANDO	FL	32817	31-Jan-06	1212	BEXLEY	CT	DELAND	LOT 17 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572631	700605000180	SINGLE FAMILY	AR CHIN INVESTMENTS INC		201 W TARRINGTON DR		DELAND	FL	32724	31-Jan-06	1208	BEXLEY	CT	DELAND	LOT 18 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572640	700605000190	SINGLE FAMILY	THR FLORIDA LP		PO BOX 4900		SCOTTSDALE	AZ	85261	31-Jan-06	1204	BEXLEY	CT	DELAND	LOT 19 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572658	700605000200	SINGLE FAMILY	HAIDER LATIFUL		1200 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1200	BEXLEY	CT	DELAND	LOT 20 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572666	700605000210	SINGLE FAMILY	2018-2 IH BORROWER LP		PO BOX 4900		SCOTTSDALE	AZ	85261	31-Jan-06	1201	BEXLEY	CT	DELAND	LOT 21 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572674	700605000220	SINGLE FAMILY	PARDO RODOLFO		1205 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1205	BEXLEY	CT	DELAND	LOT 22 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572682	700605000230	SINGLE FAMILY	ORIE BERNARD A		1209 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1209	BEXLEY	CT	DELAND	LOT 23 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572691	700605000240	SINGLE FAMILY	OTERO ENOELIO		2988 DEER CREEK COUNTRY CLUB BLVD		DEERFIELD BEACH	FL	33442	31-Jan-06	1213	BEXLEY	CT	DELAND	LOT 24 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572704	700605000250	SINGLE FAMILY	ALALADE OLUDAMILOLA		1217 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1217	BEXLEY	CT	DELAND	LOT 25 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572712	700605000260	SINGLE FAMILY	PRYMAK MARIA		1221 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1221	BEXLEY	CT	DELAND	LOT 26 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572721	700605000270	SINGLE FAMILY	JAMBUSARIA HARIVADAN R		1225 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1225	BEXLEY	CT	DELAND	LOT 27 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572739	700605000280	SINGLE FAMILY	COULSON FITZROY DAMION		1229 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1229	BEXLEY	CT	DELAND	LOT 28 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572747	700605000290	SINGLE FAMILY	MONCELSI RAYMOND EDWARD TR	RAYMOND EDWARD MONCELSI REV TRUST 6-10-2	1233 BEXLEY CT		DELAND	FL	32720	31-Jan-06	1233	BEXLEY	CT	DELAND	LOT 29 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572755	700605000300	SINGLE FAMILY	PEETS MARIA L		1232 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1232	BRAMLEY	LN	DELAND	LOT 30 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572763	700605000310	SINGLE FAMILY	PRY LAURIE G		1228 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1228	BRAMLEY	LN	DELAND	LOT 31 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572771	700605000320	SINGLE FAMILY	RESIDENTIAL HOME BUYER ORLANDO LLC		PO BOX 4090		SCOTTSDALE	AZ	85261	31-Jan-06	1224	BRAMLEY	LN	DELAND	LOT 32 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572780	700605000330	SINGLE FAMILY	RODRIGUEZ KIRK F JR		1220 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1220	BRAMLEY	LN	DELAND	LOT 33 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572798	700605000340	SINGLE FAMILY	BAHM AARON V		1216 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1216	BRAMLEY	LN	DELAND	LOT 34 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572801	700605000350	SINGLE FAMILY	NACLERIO VINCENT J		1212 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1212	BRAMLEY	LN	DELAND	LOT 35 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572810	700605000360	SINGLE FAMILY	EDGCOMB ROBERT		1208 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1208	BRAMLEY	LN	DELAND	LOT 36 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572828	700605000370	SINGLE FAMILY	PERRINO EUGENE L JR		1201 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1201	BRAMLEY	LN	DELAND	LOT 37 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572836	700605000380	SINGLE FAMILY	MARTIN TIMOTHY		1205 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1205	BRAMLEY	LN	DELAND	LOT 38 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572844	700605000390	SINGLE FAMILY	VICK ROBERT M TR	VICK MARITAL TRUST 8-27-77	511 ROCKWELL FARM LN		KNOXVILLE	TN	37934	31-Jan-06	1209	BRAMLEY	LN	DELAND	LOT 39 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572852	700605000400	SINGLE FAMILY	FRENDO CAROL J TR	CAROL J FRENDO REV TRUST 11-13-14	1217 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1217	BRAMLEY	LN	DELAND	LOT 40 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572861	700605000410	SINGLE FAMILY	MERLI KEVIN		1221 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1221	BRAMLEY	LN	DELAND	LOT 41 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572879	700605000420	SINGLE FAMILY	MARTINEZ DAVID		1225 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1225	BRAMLEY	LN	DELAND	LOT 42 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572887	700605000430	SINGLE FAMILY	FAIN RUSSELL MICHAEL		1229 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1229	BRAMLEY	LN	DELAND	LOT 43 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572895	700605000440	SINGLE FAMILY	DIAZ-LOPEZ BORIS		1233 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1233	BRAMLEY	LN	DELAND	LOT 44 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572909	700605000450	SINGLE FAMILY	HALL MELODY M TR	MELODY M HALL REV TRUST 2006	1241 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1241	BRAMLEY	LN	DELAND	LOT 45 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572917	700605000460	SINGLE FAMILY	BERGERON SUSAN		1252 BRAMLEY LN		DELAND	FL	32724	31-Jan-06	1245	BRAMLEY	LN	DELAND	LOT 46 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 599
3360	59.79	59.92	6572925	700605000470	SINGLE FAMILY	ANDERSON PATRICIA B		1253 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1253	BRAMLEY	LN	DELAND	LOT 47 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 570
3360	59.79	59.92	6572933	700605000480	SINGLE FAMILY	TEPPER PETER W		1257 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1257	BRAMLEY	LN	DELAND	LOT 48 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572941	700605000490	SINGLE FAMILY	COOK JOSEPH R		1261 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1261	BRAMLEY	LN	DELAND	LOT 49 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572950	700605000500	SINGLE FAMILY	COKER CHARLES L		1265 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1265	BRAMLEY	LN	DELAND	LOT 50 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572968	700605000510	SINGLE FAMILY	CONFIDENTIAL DATA F.S.119.071			CONFIDENTIAL DATA F.S.119.071				31-Jan-06	1269	BRAMLEY	LN	DELAND	LOT 51 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC
3360	59.79	59.92	6572976	700605000520	SINGLE FAMILY	PAUL DEBRA C		1273 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1273	BRAMLEY	LN	DELAND	LOT 52 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572984	700605000530	SINGLE FAMILY	WASHER JANICE TR	JANICE A WASHER FAMILY REV TRUST	1277 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1277	BRAMLEY	LN	DELAND	LOT 53 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6572992	700605000540	SINGLE FAMILY	BOWMAN LARRY W		PO BOX 1892		DELAND	FL	32721	31-Jan-06	1281	BRAMLEY	LN	DELAND	LOT 54 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC 5616 P
3360	59.79	59.92	6573000	700605000550	SINGLE FAMILY	LINTZ STEVEN		1285 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1285	BRAMLEY	LN	DELAND	LOT 55 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573018	700605000560	SINGLE FAMILY	THOMPSON BERYL E		1289 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1289	BRAMLEY	LN	DELAND	LOT 56 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573026	700605000570	SINGLE FAMILY	FRANCIS MONALISA		1293 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1293	BRAMLEY	LN	DELAND	LOT 57 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573034	700605000580	SINGLE FAMILY	JONES RYAN		1297 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1297	BRAMLEY	LN	DELAND	LOT 58 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573042	700605000590	SINGLE FAMILY	TOOLAN KEVIN		1301 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1301	BRAMLEY	LN	DELAND	6-17-30 LOT 59 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 IN
3360	59.79	59.92	6573051	700605000600	SINGLE FAMILY	ESTRADA MARIVEL		1305 BRAMLEY LN		DELAND	FL	32750	31-Jan-06	1305	BRAMLEY	LN	DELAND	LOT 60 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573069	700605000610	SINGLE FAMILY	LEWICKI EDWARD E JR		1304 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1304	BRAMLEY	LN	DELAND	LOT 61 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573077	700605000620	SINGLE FAMILY	DYE TODD JAY		1300 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1300	BRAMLEY	LN	DELAND	LOT 62 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573085	700605000630	SINGLE FAMILY	CAMPBELL TROY BRADLEY		1292 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1292	BRAMLEY	LN	DELAND	LOT 63 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573093	700605000640	SINGLE FAMILY	GOLD BRUCE R		1288 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1288	BRAMLEY	LN	DELAND	LOT 64 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573107	700605000650	SINGLE FAMILY	SWEARINGEN SARAH ANGELA		1301 ISLINGTON RD		DELAND	FL	32720	31-Jan-06	1301	ISLINGTON	RD	DELAND	LOT 65 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573115	700605000660	SINGLE FAMILY	TATANG JULIA		1540 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1540	CLAPTON	DR	DELAND	LOT 66 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573123	700605000670	SINGLE FAMILY	LOTT PATRICK S		1536 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1536	CLAPTON	DR	DELAND	LOT 67 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573131	700605000680	SINGLE FAMILY	BRADLEY TROY A		1532 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1532	CLAPTON	DR	DELAND	LOT 68 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573140	700605000690	SINGLE FAMILY	COATS BEN		1528 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1528	CLAPTON	DR	DELAND	LOT 69 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573158	700605000700	SINGLE FAMILY	GARRETSON TYLER L		1524 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1524	CLAPTON	DR	DELAND	LOT 70 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573166	700605000710	SINGLE FAMILY	MANAOIS ANITA F		1520 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1520	CLAPTON	DR	DELAND	LOT 71 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 591
3360	59.79	59.92	6573174	700605000720	SINGLE FAMILY	JUARBE SANDOR		1516 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1516	CLAPTON	DR	DELAND	LOT 72 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573182	700605000730	SINGLE FAMILY	TRICON SFR 2024 3 BORROWER LLC		PO BOX 4900		SCOTTSDALE	AZ	85261	31-Jan-06	1512	CLAPTON	DR	DELAND	LOT 73 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573191	700605000740	SINGLE FAMILY	IH3 PROPERTY FLORIDA LP		PO BOX 4900		SCOTTSDALE	AZ	85261	31-Jan-06	1508	CLAPTON	DR	DELAND	LOT 74 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 584
3360	59.79	59.92	6573204	700605000750	SINGLE FAMILY	SCHRIER MICHAEL H		1504 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1504	CLAPTON	DR	DELAND	LOT 75 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 584
3360	59.79	59.92	6573212	700605000760	SINGLE FAMILY	CROSBY JOHN L JR		1500 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1500	CLAPTON	DR	DELAND	LOT 76 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 581
3360	59.79	59.92	6573221	700605000770	SINGLE FAMILY	CONFIDENTIAL DATA F.S.119.071			CONFIDENTIAL DATA F.S.119.071				31-Jan-06	1324	WEYMOUTH	DR	DELAND	LOT 77 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110
3360	59.79	59.92	6573239	700605000780	SINGLE FAMILY	CARRASQUILLO SUSAN M		1320 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1320	WEYMOUTH	DR	DELAND	LOT 78 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573247	700605000790	SINGLE FAMILY	BAXTER CHARLES		1316 WEYMOUTH DR		DELAND	FL	33720	31-Jan-06	1316	WEYMOUTH	DR	DELAND	LOT 79 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 584
3360	59.79	59.92	6573255	700605000800	SINGLE FAMILY	BOLEY KYLE DEAN		1312 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1312	WEYMOUTH	DR	DELAND	LOT 80 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573263	700605000810	SINGLE FAMILY	FEIJO LISA MARIE		1308 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1308	WEYMOUTH	DR	DELAND	LOT 81 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 576
3360	59.79	59.92	6573271	700605000820	SINGLE FAMILY	LANDRUM CHARLES		1304 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1304	WEYMOUTH	DR	DELAND	LOT 82 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR

Volusia County Property Appraiser
June 1st Statutory NAVA List for Glenwood Springs Streetlighting - 2025 Tax Roll
EXHIBIT "A"

SL Project	2024 Rate	2025 Rate	AltKey	ParcelID	PC_DESC	OWN1	OWN2	ADDR1	ADDR2	CITYNAME	STATE	ZIPCODE	DTCREATED	SITUS_NUM	SITUS_STREET	SITUS_TYPE	SITUS_CITY	LEGAL1
3360	59.79	59.92	6573280	700605000830	SINGLE FAMILY	MARZULLO FRANCIS X JR		1300 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1300	WEYMOUTH	DR	DELAND	LOT 83 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 576
3360	59.79	59.92	6573298	700605000840	SINGLE FAMILY	BHAGWANDASS RAJESH		1301 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1301	WEYMOUTH	DR	DELAND	LOT 84 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 581
3360	59.79	59.92	6573301	700605000850	SINGLE FAMILY	JOHNSON JEFFREY PAUL		1313 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1313	WEYMOUTH	DR	DELAND	LOT 85 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 584
3360	59.79	59.92	6573310	700605000860	SINGLE FAMILY	FEBLES ARMANDO		1317 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1317	WEYMOUTH	DR	DELAND	LOT 86 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573328	700605000870	SINGLE FAMILY	PRONOVOST DANIEL		1321 WEYMOUTH DR		DELAND	FL	32720	31-Jan-06	1321	WEYMOUTH	DR	DELAND	LOT 87 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573336	700605000880	SINGLE FAMILY	CONFROY ANDREA M		1505 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1505	CLAPTON	DR	DELAND	LOT 88 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573344	700605000890	SINGLE FAMILY	VAN HOUTTEGHEM KIRSTEN		1509 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1509	CLAPTON	DR	DELAND	LOT 89 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573352	700605000900	SINGLE FAMILY	JACKSON GLORIA D		1513 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1513	CLAPTON	DR	DELAND	LOT 90 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 581
3360	59.79	59.92	6573361	700605000910	SINGLE FAMILY	KAZURI CAPITAL INC		6724 THORNHILL CIR		WINDERMERE	FL	34786	31-Jan-06	1517	CLAPTON	DR	DELAND	LOT 91 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573379	700605000920	SINGLE FAMILY	FKH SFR L L P		600 GALLERIA PARKWAY SUITE 300		ATLANTA	GA	30339	31-Jan-06	1521	CLAPTON	DR	DELAND	LOT 92 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573387	700605000930	SINGLE FAMILY	PENTON SCOTT FENNON		1525 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1525	CLAPTON	DR	DELAND	LOT 93 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573395	700605000940	SINGLE FAMILY	CASUL VICTOR M II		1529 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1529	CLAPTON	DR	DELAND	LOT 94 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 570
3360	59.79	59.92	6573409	700605000950	SINGLE FAMILY	MALDONADO ABNER JOSE FIGUEROA		1533 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1533	CLAPTON	DR	DELAND	LOT 95 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573417	700605000960	SINGLE FAMILY	FISHER DEBBIE H		PO BOX 4601		DELAND	FL	32721	31-Jan-06	1537	CLAPTON	DR	DELAND	LOT 96 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 584
3360	59.79	59.92	6573425	700605000970	SINGLE FAMILY	LAWSON MARLA		1541 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1541	CLAPTON	DR	DELAND	LOT 97 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573433	700605000980	SINGLE FAMILY	VALENCIA FABIO		1545 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1545	CLAPTON	DR	DELAND	LOT 98 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 576
3360	59.79	59.92	6573441	700605000990	SINGLE FAMILY	ABRAHAM LEILA		1549 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1549	CLAPTON	DR	DELAND	LOT 99 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER OR
3360	59.79	59.92	6573450	700605001000	SINGLE FAMILY	SHENNETT STEVEN J TR	SHENNETT TERESA SUE TR	1553 CLAPTON DR		DELAND	FL	32720	31-Jan-06	1553	CLAPTON	DR	DELAND	LOT 100 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573468	700605001010	SINGLE FAMILY	NEWCOMB CHARLES C		1272 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1272	BRAMLEY	LN	DELAND	LOT 101 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573476	700605001020	SINGLE FAMILY	MUELLER GABRIEL THOMAS TR		1268 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1268	BRAMLEY	LN	DELAND	LOT 102 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573484	700605001030	SINGLE FAMILY	GRAY RITA MCKINNON		1264 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1264	BRAMLEY	LN	DELAND	LOT 103 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573492	700605001040	SINGLE FAMILY	WEST TERRY L		1260 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1260	BRAMLEY	LN	DELAND	LOT 104 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573506	700605001050	SINGLE FAMILY	DAVIS MARIO		1256 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1256	BRAMLEY	LN	DELAND	LOT 105 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573514	700605001060	SINGLE FAMILY	BERGERON DAVID		1252 BRAMLEY LN		DELAND	FL	32724	31-Jan-06	1252	BRAMLEY	LN	DELAND	LOT 106 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 57
3360	59.79	59.92	6573522	700605001070	SINGLE FAMILY	DEARWESTER MARC A		1248 BRAMLEY LN		DELAND	FL	32720	31-Jan-06	1248	BRAMLEY	LN	DELAND	LOT 107 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573531	700605001080	SINGLE FAMILY	SUTTLE STEPHEN D		1566 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1566	HACKNEY	TER	DELAND	LOT 108 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573549	700605001090	SINGLE FAMILY	PARKER KAITLIN M		1562 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1562	HACKNEY	TER	DELAND	LOT 109 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573557	700605001100	SINGLE FAMILY	KAWSAR ABU		1558 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1558	HACKNEY	TER	DELAND	LOT 110 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 57
3360	59.79	59.92	6573565	700605001110	SINGLE FAMILY	HUTCHINSON TIFFANY DENISE		1554 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1554	HACKNEY	TER	DELAND	LOT 111 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 60
3360	59.79	59.92	6573573	700605001120	SINGLE FAMILY	VISHKURTI LAMIKA		1550 HACKNEY TERR		DELAND	FL	32720	31-Jan-06	1550	HACKNEY	TER	DELAND	LOT 112 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 59
3360	59.79	59.92	6573581	700605001130	SINGLE FAMILY	ZARMATI MAURICE M TR	MAURICE M ZARMATI TRUST 2-14-24	1000 S POINTE DR UNIT 602		MIAMI BEACH	FL	33139	31-Jan-06	1541	HACKNEY	TER	DELAND	LOT 113 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573590	700605001140	SINGLE FAMILY	GORDON VADRICKA DORKESE		1545 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1545	HACKNEY	TER	DELAND	LOT 114 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573603	700605001150	SINGLE FAMILY	HARMS PATRICIA A		1549 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1549	HACKNEY	TER	DELAND	LOT 115 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 60
3360	59.79	59.92	6573611	700605001160	SINGLE FAMILY	EDWARDS LINDA L		1553 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1553	HACKNEY	TER	DELAND	LOT 116 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 60
3360	59.79	59.92	6573620	700605001170	SINGLE FAMILY	AMERICAN HOMES 4 RENT PROPERTIES	SEVEN LLC	23975 PARK SORRENTO STE 300		CALABASAS	CA	91302	31-Jan-06	1557	HACKNEY	TER	DELAND	LOT 117 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573638	700605001180	SINGLE FAMILY	DIFAZIO LISA MICHELLE		1561 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1561	HACKNEY	TER	DELAND	LOT 118 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 60
3360	59.79	59.92	6573646	700605001190	SINGLE FAMILY	CASSIDY DEBORAH K		1565 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1565	HACKNEY	TER	DELAND	LOT 119 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 63
3360	59.79	59.92	6573654	700605001200	SINGLE FAMILY	RIKER CHARLES E		1569 HACKNEY TER		DELAND	FL	32720	31-Jan-06	1569	HACKNEY	TER	DELAND	LOT 120 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 60
3360	59.79	59.92	6573662	700605001210	SINGLE FAMILY	POWELL BRENDA G		1574 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1574	ALDRIDGE	LN	DELAND	LOT 121 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 60
3360	59.79	59.92	6573671	700605001220	SINGLE FAMILY	SCHNELL ELINOR K		1570 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1570	ALDRIDGE	LN	DELAND	LOT 122 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573689	700605001230	SINGLE FAMILY	HANSON MIKE		1566 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1566	ALDRIDGE	LN	DELAND	LOT 123 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573697	700605001240	SINGLE FAMILY	FANCHER CAROL S		1562 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1562	ALDRIDGE	LN	DELAND	LOT 124 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573701	700605001250	SINGLE FAMILY	AR CHIN INVESTMENTS INC		201 W TARRINGTON DR		DELAND	FL	32724	31-Jan-06	1558	ALDRIDGE	LN	DELAND	LOT 125 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573719	700605001260	SINGLE FAMILY	REINECKE JOANNE M		1554 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1554	ALDRIDGE	LN	DELAND	LOT 126 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573727	700605001270	SINGLE FAMILY	ZAVOSKEY TAHNEE LAYNE		1552 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1552	ALDRIDGE	LN	DELAND	LOT 127 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 67
3360	59.79	59.92	6573735	700605001280	SINGLE FAMILY	DEKOEYER DANIEL E		1548 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1548	ALDRIDGE	LN	DELAND	LOT 128 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573743	700605001290	SINGLE FAMILY	REMY KALEB L		1544 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1544	ALDRIDGE	LN	DELAND	LOT 129 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573751	700605001300	SINGLE FAMILY	HARRIS VICKI L		1540 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1540	ALDRIDGE	LN	DELAND	LOT 130 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 57
3360	59.79	59.92	6573760	700605001310	SINGLE FAMILY	PETERSON JOYCE MARY		1536 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1536	ALDRIDGE	LN	DELAND	LOT 131 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573778	700605001320	SINGLE FAMILY	HOBBS PHILIP W		1532 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1532	ALDRIDGE	LN	DELAND	LOT 132 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573786	700605001330	SINGLE FAMILY	VIDAL OSCAR SUAREZ		1524 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1524	ALDRIDGE	LN	DELAND	LOT 133 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 86
3360	59.79	59.92	6573794	700605001340	SINGLE FAMILY	HILL CATHERINE J		1520 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1520	ALDRIDGE	LN	DELAND	LOT 134 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573808	700605001350	SINGLE FAMILY	ACKERMAN EMILY C		1509 LAKESIDE DR		DELAND	FL	32720	31-Jan-06	1516	ALDRIDGE	LN	DELAND	LOT 135 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573816	700605001360	SINGLE FAMILY	SEARS ERIC T		1512 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1512	ALDRIDGE	LN	DELAND	LOT 136 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573824	700605001370	SINGLE FAMILY	CORMIER MARILYN		1508 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1508	ALDRIDGE	LN	DELAND	LOT 137 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573832	700605001380	SINGLE FAMILY	LOVELAND ILEEN C		1504 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1504	ALDRIDGE	LN	DELAND	LOT 138 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573841	700605001390	SINGLE FAMILY	LENNON DANIEL		1500 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1500	ALDRIDGE	LN	DELAND	LOT 139 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573859	700605001400	SINGLE FAMILY	JABBAR MOHAMMED		1505 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1505	ALDRIDGE	LN	DELAND	LOT 140 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 58
3360	59.79	59.92	6573867	700605001410	SINGLE FAMILY	GRANT ERIC L		1509 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1509	ALDRIDGE	LN	DELAND	LOT 141 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573875	700605001420	SINGLE FAMILY	PINKERTON ROSS ALAN		1513 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1513	ALDRIDGE	LN	DELAND	LOT 142 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 59
3360	59.79	59.92	6573883	700605001430	SINGLE FAMILY	OTOOLE PATRICIA ANN TR	ELIZABETH DEMPSEY REV LIV TRUST	1517 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1517	ALDRIDGE	LN	DELAND	LOT 143 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 63
3360	59.79	59.92	6573891	700605001440	SINGLE FAMILY	STASKOWSKI BENJAMIN R		1521 ALDRIDGE LN		DELAND	FL	32720	31-Jan-06	1521	ALDRIDGE	LN	DELAND	LOT 144 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573905	700605001450	SINGLE FAMILY	SRENG SREYBOTH HRYNKIEWICH		1516 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1516	LOUGHTON	ST	DELAND	LOT 145 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573913	700605001460	SINGLE FAMILY	LEE RYAN C		1804 BATES AVE		EUSTIS	FL	32726	31-Jan-06	1512	LOUGHTON	ST	DELAND	LOT 146 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573921	700605001470	SINGLE FAMILY	CARLSON SABANIA C		1508 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1508	LOUGHTON	ST	DELAND	LOT 147 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 67
3360	59.79	59.92	6573930	700605001480	SINGLE FAMILY	ABANDO MARICHU C		1504 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1504	LOUGHTON	ST	DELAND	LOT 148 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 57
3360	59.79	59.92	6573948	700605001490	SINGLE FAMILY	FERUKU BUJAR		1505 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1505	LOUGHTON	ST	DELAND	LOT 149 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573956	700605001500	SINGLE FAMILY	JELONEK ASHLEY B		1509 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1509	LOUGHTON	ST	DELAND	LOT 150 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 67
3360	59.79	59.92	6573964	700605001510	SINGLE FAMILY	DIMES SALEM J		1513 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1513	LOUGHTON	ST	DELAND	LOT 151 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 INC PER O
3360	59.79	59.92	6573972	700605001520	SINGLE FAMILY	TINDAL STEVEN NEAL		1517 LOUGHTON ST		DELAND	FL	32720	31-Jan-06	1517	LOUGHTON	ST	DELAND	LOT 152 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 67
3360	59.79	59.92	6573981	700605001530	SINGLE FAMILY	POULTRY PRIDE INC		381 CADDIE DR		DEBARY	FL	32713	31-Jan-06	1521	LOUGHTON	ST	DELAND	LOT 153 GLENWOOD SPRINGS PHASE 1 MB 52 PGS 104-110 PER OR 57
3360	59.79	59.92	6786925	700607001540	SINGLE FAMILY	KIMBLE TERRI LEE		1309 BRAMLEY LN		DELAND	FL	32720	3-May-07	1309	BRAMLEY	LN	DELAND	LOT 154 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6786933	700607001550	SINGLE FAMILY	BERNARDO MARY JANE JULIAN		1308 BRAMLEY LN		DELAND	FL	32720	3-May-07	1308	BRAMLEY	LN	DELAND	LOT 155 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6786941	700607001560	SINGLE FAMILY	CHUA JINKY		1319 ISLINGTON RD		DELAND	FL	32720	3-May-07	1319	ISLINGTON	RD	DELAND	LOT 156 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6786950	700607001570	SINGLE FAMILY	PEEL STEPHANIE J		1315 ISLINGTON RD		DELAND	FL	32720	3-May-07	1315	ISLINGTON	RD	DELAND	LOT 157 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6786968	700607001580	SINGLE FAMILY	BARBUITO ANTHONY J		1309 ISLINGTON RD		DELAND	FL	32720	3-May-07	1309	ISLINGTON	RD	DELAND	LOT 158 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6786976	700607001590	SINGLE FAMILY	JONES ISAAC		1305 ISLINGTON RD		DELAND	FL	32720	3-May-07	1305	ISLINGTON	RD	DELAND	LOT 159 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6786984	700607001600	SINGLE FAMILY	MACALUSO MARGARET TR	MARGARET MACALUSO TRUST 10-1-14	1543 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1543	TEDDINGTON	ST	DELAND	LOT 160 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 PER OR 6703
3360	59.79	59.92	6786992	700607001610	SINGLE FAMILY	AR CHIN INVESTMENTS INC		201 W TARRINGTON DR		DELAND	FL	32724	3-May-07	1539	TEDDINGTON	ST	DELAND	LOT 161 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6045 PG
3360	59.79	59.92	6787000	700607001620	SINGLE FAMILY	HOTTINGER COLLEEN		1535 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1535	TEDDINGTON	ST	DELAND	LOT 162 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787018	700607001630	SINGLE FAMILY	GLICK CRAIG ALLEN		1531 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1531	TEDDINGTON	ST	DELAND	LOT 163 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787026	700607001640	SINGLE FAMILY	GEORGE GWENDELYN F		1527 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1527	TEDDINGTON	ST	DELAND	LOT 164 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG

Volusia County Property Appraiser
June 1st Statutory NAVA List for Glenwood Springs Streetlighting - 2025 Tax Roll
EXHIBIT "A"

SL Project	2024 Rate	2025 Rate	AltKey	ParcelID	PC_DESC	OWN1	OWN2	ADDR1	ADDR2	CITYNAME	STATE	ZIPCODE	DTCREATED	SITUS_NUM	SITUS_STREET	SITUS_TYPE	SITUS_CITY	LEGAL1
3360	59.79	59.92	6787034	700607001650	SINGLE FAMILY	PARTE ROBERT G		1523 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1523	TEDDINGTON	ST	DELAND	LOT 165 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787042	700607001660	SINGLE FAMILY	HELTON MARLON		1519 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1519	TEDDINGTON	ST	DELAND	LOT 166 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787051	700607001670	SINGLE FAMILY	GONZALEZ RAUL JR		1515 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1515	TEDDINGTON	ST	DELAND	LOT 167 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787069	700607001680	SINGLE FAMILY	RILEY TERENCE C		1511 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1511	TEDDINGTON	ST	DELAND	LOT 168 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787077	700607001690	SINGLE FAMILY	CHEN DENGKE		1507 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1507	TEDDINGTON	ST	DELAND	LOT 169 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787085	700607001700	SINGLE FAMILY	LEWIS ANN MARIE		1503 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1503	TEDDINGTON	ST	DELAND	LOT 170 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787093	700607001710	SINGLE FAMILY	GRACZYK RICHARD E		1328 WEYMOUTH DR		DELAND	FL	32720	3-May-07	1328	WEYMOUTH	DR	DELAND	LOT 171 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787107	700607001720	SINGLE FAMILY	LIPARI FRANK		1332 WEYMOUTH DR		DELAND	FL	32720	3-May-07	1332	WEYMOUTH	DR	DELAND	LOT 172 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787115	700607001730	SINGLE FAMILY	PENNEKAMP JOHN D III		1336 WEYMOUTH DR		DELAND	FL	32720	3-May-07	1336	WEYMOUTH	DR	DELAND	LOT 173 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787123	700607001740	SINGLE FAMILY	JACOBS MICHAEL D		1340 WEYMOUTH DR		DELAND	FL	32720	3-May-07	1340	WEYMOUTH	DR	DELAND	LOT 174 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787131	700607001750	SINGLE FAMILY	BECK JOSEPH LLOYD MOORE		1502 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1502	TEDDINGTON	ST	DELAND	LOT 175 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787140	700607001760	SINGLE FAMILY	DUGAN SARAH M		1506 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1506	TEDDINGTON	ST	DELAND	LOT 176 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787158	700607001770	SINGLE FAMILY	DEMEO ANNE M		1510 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1510	TEDDINGTON	ST	DELAND	LOT 177 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787166	700607001780	SINGLE FAMILY	KNOP STEVEN B		1514 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1514	TEDDINGTON	ST	DELAND	LOT 178 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787174	700607001790	SINGLE FAMILY	CROSBY LORRAINE E		1518 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1518	TEDDINGTON	ST	DELAND	LOT 179 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787182	700607001800	SINGLE FAMILY	RAYMOND ROBERT W		1522 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1522	TEDDINGTON	ST	DELAND	LOT 180 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787191	700607001810	SINGLE FAMILY	ADKINS DANNY E & DENISE TR		1528 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1528	TEDDINGTON	ST	DELAND	LOT 181 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787204	700607001820	SINGLE FAMILY	GARCIA-CRESPO ANGEL A		1530 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1530	TEDDINGTON	ST	DELAND	LOT 182 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787212	700607001830	SINGLE FAMILY	PUGH BRIGITTE		1534 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1534	TEDDINGTON	ST	DELAND	LOT 183 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787221	700607001840	SINGLE FAMILY	FRAGE RACHELLE		1538 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1538	TEDDINGTON	ST	DELAND	LOT 184 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6045 PG
3360	59.79	59.92	6787239	700607001850	SINGLE FAMILY	KOPPERNOLLE CHARLES		1542 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1542	TEDDINGTON	ST	DELAND	LOT 185 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787247	700607001860	SINGLE FAMILY	BOZEMAN MICHAEL		1541 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1541	LANCASHIRE	WAY	DELAND	LOT 186 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787255	700607001870	SINGLE FAMILY	BANTNER BRITTANY N		1537 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1537	LANCASHIRE	WAY	DELAND	LOT 187 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787263	700607001880	SINGLE FAMILY	ZBOROWSKI EDWARD		1533 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1533	LANCASHIRE	WAY	DELAND	LOT 188 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787271	700607001890	SINGLE FAMILY	RIVAS ARLENE		1529 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1529	LANCASHIRE	WAY	DELAND	LOT 189 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787280	700607001900	SINGLE FAMILY	JOHNSON RODERICK H TR	TYLER FAMILY TRUST 5-22-06	1525 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1525	LANCASHIRE	WAY	DELAND	LOT 190 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 PER OR 6098
3360	59.79	59.92	6787298	700607001910	SINGLE FAMILY	GONZALEZ CARLO		1521 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1521	LANCASHIRE	WAY	DELAND	LOT 191 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787301	700607001920	SINGLE FAMILY	CASEY ROBERT JOHN		213 W VIRGINIA AVE		DELAND	FL	32720	3-May-07	1517	LANCASHIRE	WAY	DELAND	LOT 192 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787310	700607001930	SINGLE FAMILY	SFR JV-2 2024-2 BORROWER LLC		PO BOX 4900		SCOTTSDALE	AZ	85261	3-May-07	1513	LANCASHIRE	WAY	DELAND	LOT 193 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787328	700607001940	SINGLE FAMILY	ROTTMANN GISELA J		1509 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1509	LANCASHIRE	WAY	DELAND	LOT 194 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787336	700607001950	SINGLE FAMILY	COWSERT LISA M		1505 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1505	LANCASHIRE	WAY	DELAND	LOT 195 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787344	700607001960	SINGLE FAMILY	BEINHAUER RICHARD C		2820 WASHINGTON RD		CANONSBURG	PA	15317	3-May-07	1501	LANCASHIRE	WAY	DELAND	LOT 196 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787352	700607001970	SINGLE FAMILY	PRICE JAMES WAYNE		1500 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1500	LANCASHIRE	WAY	DELAND	LOT 197 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6045 PG
3360	59.79	59.92	6787361	700607001980	SINGLE FAMILY	POWERS STEPHANIE Y		1504 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1504	LANCASHIRE	WAY	DELAND	LOT 198 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6098 PG
3360	59.79	59.92	6787379	700607001990	SINGLE FAMILY	PEACOCK PATRICIA M		1508 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1508	LANCASHIRE	WAY	DELAND	LOT 199 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787387	700607002000	SINGLE FAMILY	RILEY CAROL J		112 WATERFORD LN		NORTH SPRINGFIELD	VT	5150	3-May-07	1512	LANCASHIRE	WAY	DELAND	LOT 200 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787395	700607002010	SINGLE FAMILY	KNOP STEVEN B		1514 TEDDINGTON ST		DELAND	FL	32720	3-May-07	1516	LANCASHIRE	WAY	DELAND	LOT 201 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787409	700607002020	SINGLE FAMILY	FORBES KIMBERLY		1520 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1520	LANCASHIRE	WAY	DELAND	LOT 202 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787417	700607002030	SINGLE FAMILY	GOLDEN MARY E		1524 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1524	LANCASHIRE	WAY	DELAND	LOT 203 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787425	700607002040	SINGLE FAMILY	KEIN SHIRLEY LARUE TR		1528 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1528	LANCASHIRE	WAY	DELAND	LOT 204 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787433	700607002050	SINGLE FAMILY	CESPEDES JOSE		5722 SW 30TH ST		MIAMI	FL	33155	3-May-07	1532	LANCASHIRE	WAY	DELAND	LOT 205 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787441	700607002060	SINGLE FAMILY	BRAUER MARY PAMELA		1536 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1536	LANCASHIRE	WAY	DELAND	LOT 206 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787450	700607002070	SINGLE FAMILY	RENTERIA MOJICA OLIVERIO		1540 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1540	LANCASHIRE	WAY	DELAND	LOT 207 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787468	700607002080	SINGLE FAMILY	ROSA EDGARDO		1544 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1544	LANCASHIRE	WAY	DELAND	LOT 208 GLENWOOD SPRINGS PHASE 2 MB 54 PG 93 PER OR 6703 PG
3360	59.79	59.92	6787476	700607002090	SINGLE FAMILY	KING SHANNON ZABELE		1548 LANCASHIRE WAY		DELAND	FL	32720	3-May-07	1548	LANCASHIRE	WAY	DELAND	LOT 209 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787484	700607002100	SINGLE FAMILY	BAGGETT THOMAS H		1332 BRAMLEY LN		DELAND	FL	32720	3-May-07	1332	BRAMLEY	LN	DELAND	LOT 210 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787492	700607002110	SINGLE FAMILY	CATES MICHAEL J		1336 BRAMLEY LN		DELAND	FL	32720	3-May-07	1336	BRAMLEY	LN	DELAND	LOT 211 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787506	700607002120	SINGLE FAMILY	GINES MARIO		1319 BRAMLEY LN		DELAND	FL	32720	3-May-07	1319	BRAMLEY	LN	DELAND	LOT 212 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
3360	59.79	59.92	6787514	700607002130	SINGLE FAMILY	JOHNSON ADAM L		1315 BRAMLEY LN		DELAND	FL	32720	3-May-07	1315	BRAMLEY	LN	DELAND	LOT 213 GLENWOOD SPRINGS PHASE 2 MB 54 PGS 93-95 INC PER OR
213		**12,762.96**																

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Employee Years of Service Award- Lt. Brendan "Sean" Langford - Fire Department.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, July 29, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand is honored to be able to celebrate 20 years of dedicated service from Fire Lieutenant Sean Langford. Lieutenant Langford's two decades of experience represent his commitment to protecting and serving the DeLand community. To honor Lieutenant Langford's commitment and service, the City Commission presents him with a 20 years of service plaque.

20 Years of Service

Lieutenant Brendan "Sean" Langford, Fire Department

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Consideration re Change Order No.1, Littleton Circle Drainage and ADA Repairs.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: CO 1 - Littleton Circle Drainage and ADA Repairs

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

During an additional walkthrough on July 7, 2025, the Arborist Inspector for Public Works along with the Operations Manager made a visual observation relating to (5) five additional oak trees along Littleton Circle. The repairs needed along the curbside and sidewalk side would cause significant impact to the root structure of these trees. It was determined that the additional trees would need to be removed and replaced with an approved species.

This came after the June 2, 2025, meeting, where the City Commission awarded a contract to DDS Enterprises LLC, Inc. for improvements along Littleton Circle in the amount of $189,275.00.

This Change Order No. 1, if approved, includes the removal of the (5) five identified trees and the associated repairs to the irrigation system should it cause any damages once removed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the Connected Community.

SUSTAINABILITY:

Mobility.

FISCAL IMPACT:

This Change Order No. 1, if approved, will increase this award by $13,250.00. Funds are available to cover these costs as the original project amount came in under budget.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 1, in the amount of $13,250.00 for the removal of (5) additional trees and associated irrigation repairs.

BACKGROUND/DISCUSSION:

Littleton Circle is located within the Victoria Hills subdivision. Over the years, the trees planted within the right-of-way have caused numerous drainage issues with the stormwater curbing and roadway. In addition, ADA issues along the sidewalks and drive aprons have become increasingly apparent.

Public Works staff have made numerous repairs in the past, but unfortunately, the compact nature of this

roadway and the number of trees has called for repairs beyond our normal maintenance. Beginning with the removal of several trees needed to make the corrections, the recommended contractor will restore the original stormwater curblines and drive aprons. Any ADA concerns created by the restoration of these areas will be addressed as noted in the plans. Final paving of the roadway will occur along with any approved tree replacements. It will be suggested to the homeowners that Live Oaks not be replaced in kind to minimize further damage in the future.

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Change Order No. 1, Littleton Circle Drainage & ADA Repairs

DEPARTMENT: Public Works

PREPARED BY:

ATTACHMENTS: Change Order No. 1

APPROVED BY: ,

SUMMARY/HIGHLIGHT:

SUMMARY/HIGHLIGHT: During an additional walkthrough on July 7, 2025, the Arborist Inspector for Public Works along with the Operations Manager made a visual observation relating to (5) five additional oak trees along Littleton Circle. The repairs needed along the curbside and sidewalk side would cause significant impact to the root structure of these trees. It was determined that the additional trees would need to be removed and replaced with an approved species.

This came after the June 2, 2025, meeting, where the City Commission awarded a contract to DDS Enterprises LLC, Inc. for improvements along Littleton Circle in the amount of $189,275.00.

This Change Order No. 1, if approved, includes the removal of the (5) five identified trees and the associated repairs to the irrigation system should it cause any damages once removed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the Connected Community

SUSTAINABILITY:

Mobility

FISCAL IMPACT:

This Change Order No. 1, if approved, will increase this award by $13,250.00. Funds are available to cover these costs as the original project amount came in under budget.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 1, in the amount of $13,250.00 for the removal of (5) additional trees and associated irrigation repairs.

BACKGROUND/DISCUSSION:

Littleton Circle is located within the Victoria Hills subdivision. Over the years, the trees planted within the right-of-way have caused numerous drainage issues with the stormwater curbing and roadway. In addition,

ADA issues along the sidewalks and drive aprons have become increasingly apparent.

Public Works staff have made numerous repairs in the past, but unfortunately, the compact nature of this roadway and the number of trees has called for repairs beyond our normal maintenance. Beginning with the removal of several trees needed to make the corrections, the recommended contractor will restore the original stormwater curblines and drive aprons. Any ADA concerns created by the restoration of these areas will be addressed as noted in the plans. Final paving of the roadway will occur along with any approved tree replacements. It will be suggested to the homeowners that Live Oaks not be replaced in kind to minimize further damage in the future.

CHANGE ORDER NO. 1

Date: August 21, 2025

Project: Littleton Circle Drainage & ADA Repairs

Contractor: DDS Enterprises LLC

Description: Removal of (5) five additional trees and irrigation repairs.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....$189,275.00

This Change Order No. 1 .....$13,250.00

Adjusted Contract Cost $202,525.00

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
Deputy Public Services Director

7/29/25
Date

CONTRACTOR ACCEPTANCE:

Date

CITY OF DELAND, FLORIDA

Christopher M. Cloudman
Mayor - Commissioner

Date

ATTEST:

_____

Julie Hennessy
City Clerk

_____

Date

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Resolution Approving Florida Department of Transportation Community Aesthetics Feature Agreement.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: CAFA 2025 Reso, CAF #2025-M-591-00001 Agreement, DeLand CAF Plans, Form 122-A, Email from FDOT

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

In May 2024, the City Commission awarded an agreement for professional services to CPH, Inc. to provide Roundabout Entry Sign/Feature concepts along with drafting final plans.

A large part of the FDOT permitting process was entering into a Community Aesthetic Feature agreement. This particular agreement allows the city to construct a roundabout entryway aesthetic feature at Kepler and SR 44 within their right-of-way. This agreement will stay in place until December 31, 2040, at which time the agreement can be renewed for a term no longer than the original one.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sense of Community.

SUSTAINABILITY:

Green Infrastructure.

FISCAL IMPACT:

The CAF agreement itself has no fiscal impact.

RECOMMENDATION:

Staff recommends that the City Commission approve this Community Aesthetic Feature agreement with FDOT related to the installation of one Roundabout Entry Sign/Feature.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING THE EXECUTION OF A COMMUNITY AESTHETIC FEATURE AGREEMENT BETWEEN THE CITY OF DELAND AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND MAINTENANCE OF ONE ROUNDABOUT ENTRYWAY SIGN/FEATURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand wishes to install one roundabout entryway sign/feature at intersection of State Road 44 and Kepler Road within the right-of-way which is owned by the Florida Department of Transportation (FDOT); and

WHEREAS, FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida; and

WHERAS, the City of DeLand wishes to enter into a Community Aesthetic Feature Agreement (attached hereto) with FDOT, for the installation and maintenance of one roundabout entryway sign/feature as outlined in the attached agreement.

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

Section 1. The City Commission hereby authorizes the mayor or his designee to execute the attached Community Aesthetic Feature Agreement between the City of DeLand and the State of Florida, Department of Transportation.

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

PASSED AND DULY ADOPTED this 4th day of August, 2025.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

COMMUNITY AESTHETIC FEATURE AGREEMENT

State Road/Local Road 44 Section No. 79070 CAFA No. 2025-M-591-00001

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and the City of DeLand ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has requested permission from the Department to install a [**CHOOSE ONE**: ☐Public Art, ☒Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road SR 44 at MP 7.822 in Volusia County, Florida ("Project").

B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.

C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. TERM. The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through 12/31/2040, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within one year (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. PROJECT DESCRIPTION. The Project is a [**CHOOSE ONE**: ☐Public Art, ☒Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. FUNDING OF THE PROJECT. The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.

4. DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.

a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 719 South Woodland Blvd Deland, Florida 32720 . The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department's requirements, and the Department expressly

disclaims all other representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.

c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.

e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Alex Mackey, at (386) 740-3407 or from an appointed designee.

f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.

g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.

h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.

j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this

Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identity short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

1) Periodic inspections _____

_____

_____

m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of $ 0.00. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to $2000.00.

District Maintenance Engineer,_____Date: _____.

n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. INDEMNITY AND INSURANCE.

a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $5,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. NOTICES. All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT 5 PROGRAM MANAGER
FDOT DeLand Operations
1650 North Kepler Road DeLand, FL 32724
Phone: 386-740-3400
Fax:

City of DeLand COUNTY [OR CITY], FLORIDA
1102 South Garfield Avenue
DeLand, FL 32720

Phone: 386-626-7194
Fax:

7. TERMINATION OF AGREEMENT. The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. LEGAL REQUIREMENTS.

a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.

9. PUBLIC ENTITY CRIME. The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

10. UNAUTHORIZED ALIENS. The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

11. NON-DISCRIMINATION. The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

12. DISCRIMINATORY VENDOR LIST. The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees

that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

13. ATTORNEY FEES. Each Party shall bear its own attorney's fees and costs.

14. TRAVEL. There shall be no reimbursement for travel expenses under this Agreement.

15. PRESERVATION OF REMEDIES. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. MODIFICATION. This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. NON-ASSIGNMENT. The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. BINDING AGREEMENT. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. INTERPRETATION. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. ENTIRE AGREEMENT. This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.

21. DUPLICATE ORIGINALS. This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. 79070 CAFA No. 2025-M-591-00001

AGENCY

City of DeLand

By: _____

Print Name: _____

Title: _____

As approved by the Council, Board, or

Commission on: _____

Attest: _____

Legal Review:

_____
City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: Ron J. Meade, P.E.

Title: District Maintenance Engineer

Date: _____

Legal Review:

_____

Section No. 79070 CAFA No. 2025-M-591-00001

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Construct an aesthetics treatment within the roundabout on SR 44 & Kepler Road in accordance with the attached Plans.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Galen Pugh, P.E./R.L.A./Architect and dated 9/18/2024. Any revisions to these plans must be approved by the Department in writing.

Section No. 79070 CAFA No. 2025-M-591-00001

EXHIBIT “B”

SPECIAL PROVISIONS

.
SECTION 5b is deleted and replaced with the following:

If the Agency is self-insured, without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.

The Agency agrees to maintain commercial insurance or will be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request, the Agency shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the Department agrees to find acceptable for the coverage mentioned above.

The Departments' failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Agency of its liability and obligations under this Agreement.
The Agency shall cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force while performing installation or maintenance activities pertaining to this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $1,000,000 per person and $2,000,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency's contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.

Section No. 79070 CAFA No. 2025-M-591-00001

EXHIBIT “C”

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

1) No work performed during Special Events.
2) No lane closures permitted without prior Department approval.
3) Construction of this CAF shall not impede FDOT Project #431922-1-52-01 in any manner or incure any additional costs to the Department.
4) The Agency may solicit construction services from the current FDOT Contractor (P&S Paving), who may elect to install the CAF feature simultaneoulsy with the FDOT roadway project. The Department will not be a party to that solicitation or have any responsibility. The Agency will cause the feature to be constructed at its own expense.

Section No. 79070 CAFA No. 2025-M-591-00001

EXHIBIT “D”

AGENCY RESOLUTION

Attached, following page.

Section No. 79070 CAFA No. 2025-M-591-00001

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the City of DeLand

PROJECT DESCRIPTION: Kepler Roundabout Standalone ID Marker

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

By: _____

SEAL: Name: _____

Date: _____





PROJECT LOCATION MAP

SHEET INDEX:

SHEET H1: CLEAR SIGHT LINE PLAN
SHEET H2: SITE PLAN
SHEET H3: HARDSCAPE PLAN
SHEET H4: HARDSCAPE DETAILS
SHEET H5: HARDSCAPE DETAILS
SHEET H6: HARDSCAPE DETAILS
SHEET H7: FINISH SCHEDULE
SHEET H8: FINISH SCHEDULE
SHEET L1: LANDSCAPE PLAN
SHEET L2: LANDSCAPE PLAN
SHEET L3: LANDSCAPE PLANT LIST
SHEET L4: LANDSCAPE DETAILS
SHEET L5: LANDSCAPE NOTES
SHEET I1: IRRIGATION PLAN
SHEET I2: IRRIGATION PLAN SCHEDULE
SHEET I3: IRRIGATION PLAN NOTES
SHEET I4: IRRIGATION PLAN NOTES
SHEET I5: IRRIGATION PLAN DETAILS
SHEET I6: IRRIGATION PLAN DETAILS

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

CONSTRUCTION DOCUMENTS

City of DeLand
Public Works Department
1102 South Garfield Avenue
DeLand, FL 32720

386.626.7195
www.deland.org

Building Better Communities Together

500 West Fulton Street
Sanford, FL 32771
407.322.6841
www.cphcorp.com

40 0 40 80

Graphic Scale in Feet

N

cph

S. KEPLER ROAD

MONUMENT SIGN
RAISED/ PLANTER STRUCTURE
MEETS FDOT CLEAR SIGHT
GUIDELINES FOR A
MAXIMUM ROUNDABOUT
TRAFFIC SPEED OF 25 MPH

CLEAR SIGHT LINE

CLEAR SIGHT LINE

CLEAR SIGHT LINE

CLEAR SIGHT LINE

CLEAR SIGHT LINE

CLEAR SIGHT LINE

CLEAR SIGHT LINE

E. NEW YORK AVE. SR 44

E. NEW YORK AVE. SR 44

S. KEPLER RD

Always call 811 two full business days before you dig

Sunshine811.com

www.sunshine811.com

NOTE: ROADWAY PLANS PROVIDED BY OTHER CITY OF DELAND CONSULTANTS

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:42:36-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Clear Sight Line Plan

Sheet No.
H1

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt MSP.dwg, 9/17/2024 4:13:40 PM, Mark Erquitt,

20 0 20 40

Graphic Scale in Feet

N

cph

CURB, APRON AND SCORE BAND PER ROADWAY DRAWINGS BY OTHERS

MONUMENT SIGN / RAISED PLANTER STRUCTURE

CL

CL

CL

CL

BAHIA

30' 11"

27'

30' 11"

E. NEW YORK AVE. SR 44

E. NEW YORK AVE. SR 44

NOTE: ROADWAY PLANS PROVIDED BY OTHER CITY OF DELAND CONSULTANTS

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D000001 80F7712EC7000084443, CN=Galen J Pugh
Date: 2024.09.18 15:42:52-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Site Plan

Sheet No.
H2

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt MSP.dwg, 9/17/2024 4:13:44 PM, Mark Erquitt,

5 0 5 10

Graphic Scale in Feet

N

SIGN FACE FEATURING CAST LOGO, PIN MOUNTED EXTRUDED LETTERS AND TILE BACKGROUND

CONTINUOUS CIRCULAR RETAINING WALL WITH BRICK VENEER AND CAST STONE CAP

SIGN FACE

PILASTER COLUMN WITH BRICK VENEER, CAST STONE CAP AND MEDALLION

13' 6"

27'

RAISED LANDSCAPE AREA
(REFER TO LANDSCAPE PLANS)

45°

SIGN FACE

BRICK PAVER MOWER STRIP SURROUNDS ENTIRE CONTINUOUS RETAINING WALL

SIGN FACE

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D000001 80F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:43:22-04'00'

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			

cph www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Hardscape Plan

Sheet No.
H3

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt HSP.dwg, 9/17/2024 4:13:40 PM, Mark Erquitt,

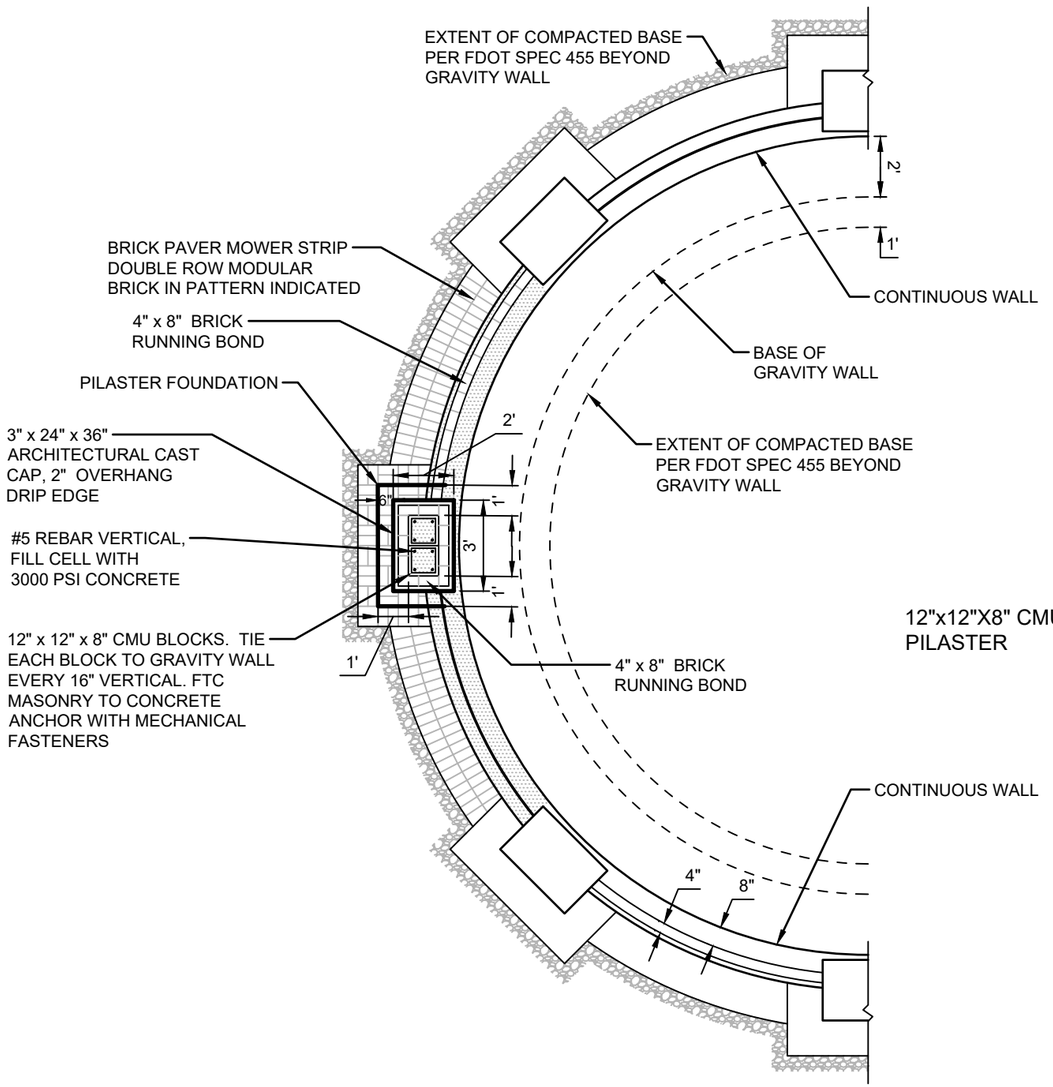
5 0 5 10

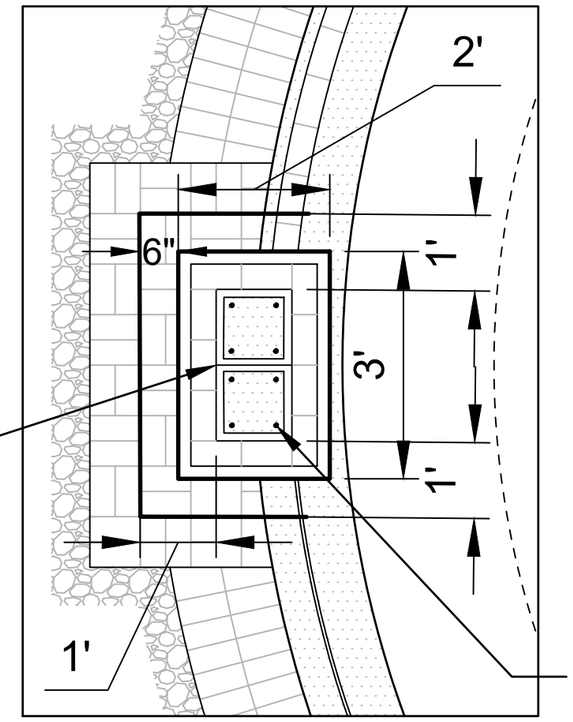
Graphic Scale in Feet

N

epn

NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND / OR SHOP DRAWINGS FOR ALL FINISH SCHEDULE ITEMS TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE





ENLARGED PILASTER PLAN SCALE 1"=2'

WALL AND PILASTER PLAN DETAIL

No.	Date	Revision	By

No.	Date	Revision	By

cph www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J Pugh

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:43:42-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Hardscape Details

Sheet No.
H4

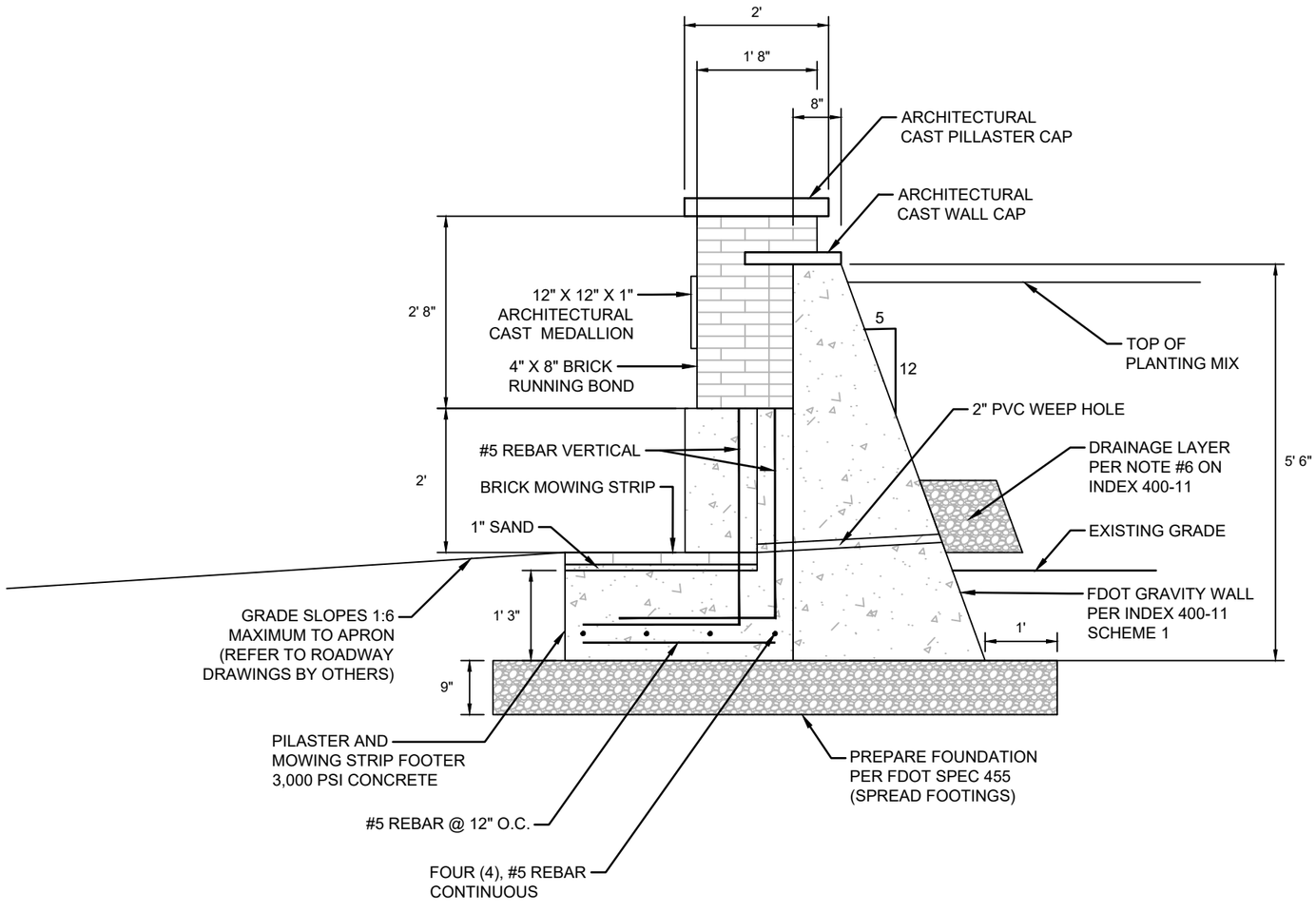
J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt HSP.dwg, 9/17/2024 4:13:54 PM, Mark Erquitt,

2 0 2 4

Graphic Scale in Feet

N

NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND / OR SHOP DRAWINGS FOR ALL FINISH SCHEDULE ITEMS TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE



WALL AND PILASTER SECTION DETAIL

No.	Date	Revision	By
1			
2			
3			
4			
5			

No.	Date	Revision	By
1			
2			
3			
4			
5			

cph — www.cphcorp.com

Building Better Communities Together

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:44:01-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Hardscape Details

Sheet No.
H5

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt HSP.dwg, 9/17/2024 4:13:59 PM, Mark Erquitt,

2 0 2 4

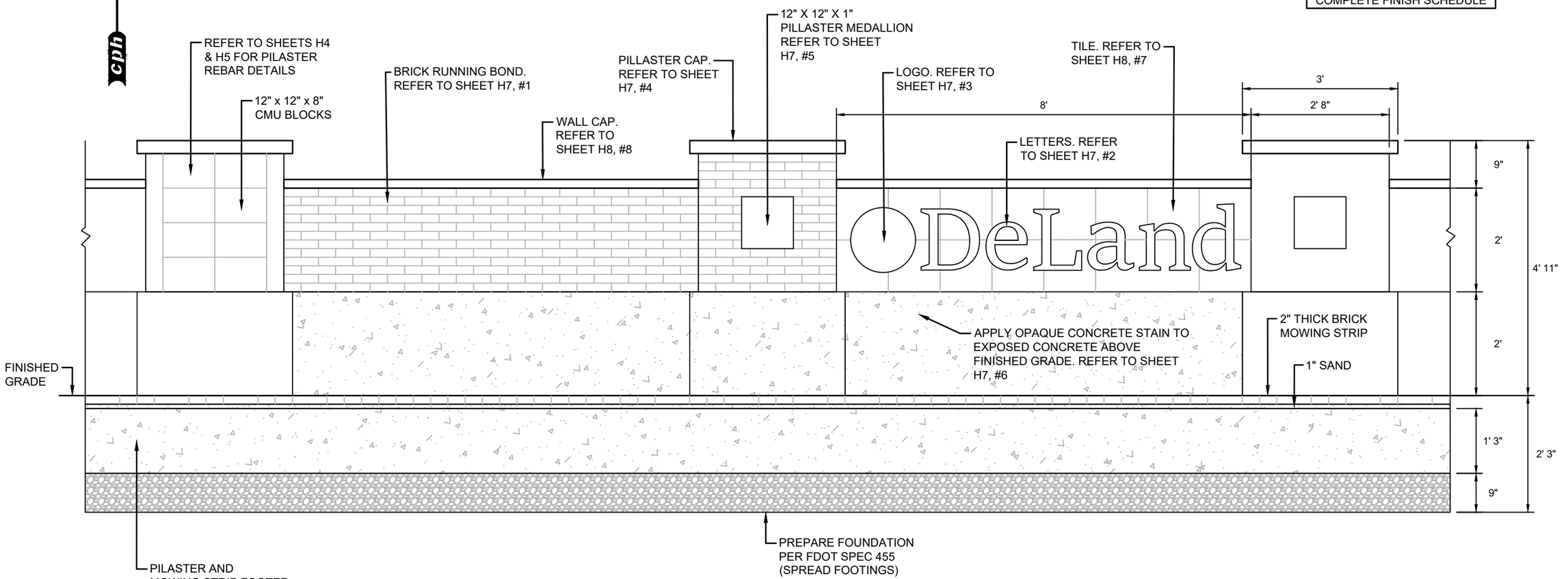
Graphic Scale in Feet

NOTE: THE CITY OF DELAND PUBLIC WORKS DEPARTMENT IS RESPONSIBLE FOR THE LIGHTING DESIGN, SPECIFICATION, PURCHASE, INSTALLATION, CALIBRATION, AND MAINTENANCE OF THE SOLAR LIGHTING SYSTEM FOR THIS PROJECT.

NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND / OR SHOP DRAWINGS FOR ALL FINISH SCHEDULE ITEMS TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE

N

REFER TO SHEETS H7 - H8 FOR COMPLETE FINISH SCHEDULE



WALL AND PILASTER ELEVATION DETAIL

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

cph www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh
Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:44:21-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Hardscape Details

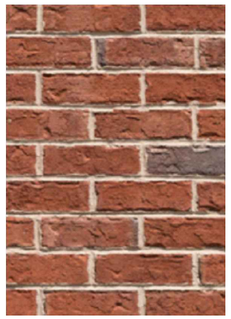
Sheet No.
H6

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt HSP.dwg, 9/17/2024 4:14:04 PM, Mark Erquitt,

FINISH SCHEDULE

ITEM / DESCRIPTION

#1.) BRICK:



MANUFACTURER: Triangle Brick
TYPE: Modular
COLOR: Portsmouth
QUANTITY: Contractor to calculate
INSTALLATION: Per manufacturers specifications
URL: https://www.trianglebrick.com/village-collection/portsmouth

#2.) LETTERS:

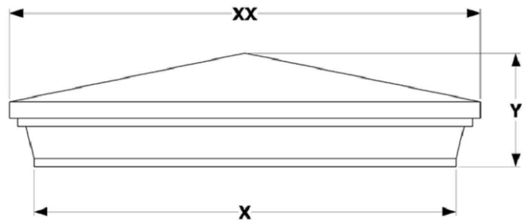
MANUFACTURER: American Sign Letters
FONT: Times Roman
SIZE: 14” Capitals
THICKNESS: 1”
COLOR: Brushed / Natural Satin Aluminum
QUANTITY: Four (4) each of D, e, L, a, n, d
INSTALLATION: Stud on tile / concrete per manufacturers specifications
URL: https://americansignletters.com/aluminum-letters/

#3.) LOGO:

MANUFACTURER: Pineapple Grove Designs
ITEM: 15” Diameter, Custom Cast Metal, City of Deland Logo
(City to provide contractor with vector EPS /DXF file with
approved colors for manufacturing. Contractor to coordinate manufacture)
COLOR: Colors per City Logo
QUANTITY: Four (4)
INSTALLATION: Stud on tile / concrete per manufacturers specifications
URL: https://www.pineapplegrove.com/metal-plaques

ITEM / DESCRIPTION

#4.) PILLASTER CAP:



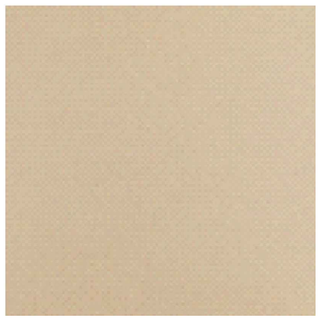
MANUFACTURER: Contractor to source
and coordinate manufacture
ITEM: 2' x 3' Custom Cast Pilaster Cap in similar profile
COLOR: Primed for opaque stain application in the field
(HC COLORTOP, Water-Based Solid Color
Concrete Stain 50, HC 133 “Bombay”)
QUANTITY: Eight (8)
INSTALLATION: Per manufacturers specifications
URL: (For reference only) https://www.apistone.com/PC25.html

#5.) PILLASTER MEDALLION:



MANUFACTURER: Pineapple Grove Designs
ITEM: Acanthus 12-SM-038 Architectural Medallion, 12"X12"x1"
COLOR: Primed for opaque stain application in the field (match HC COLORTOP,
Water-Based Solid Color Concrete Stain 50, HC 133 “Bombay”)
QUANTITY: Eight (8)
INSTALLATION URL: Per manufacturers specifications over brick
https://cdn.prod.website-files.com/5f22dfc7a9914e75f6899951/
6467e890899246757f72c703_Installation%20Figures-Engineered%20Cast%20Stone-23.pdf
URL: https://www.pineapplegrove.com/architectural-medallions/acanthus-038

#6.) STAIN:



MANUFACTURER: HC COLORTOP
TYPE: Water-Based Solid Color Concrete Stain 50
COLOR: HC 133 “Bombay”
QUANTITY: Contractor to calculate
INSTALLATION: Apply per manufacturers specifications
URL: https://www.hcconcrete.com/product/colortop-50-water-based/

NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND / OR SHOP DRAWINGS FOR ALL FINISH SCHEDULE ITEMS TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE

FINISH SCHEDULE ITEMS CONTINUED ON SHEET H8

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			

cph www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh
Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:44:45-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Finish Schedule

Sheet No.
H7

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt HSP.dwg, 9/17/2024 4:14:09 PM, Mark Erquitt,

FINISH SCHEDULE

ITEM / DESCRIPTION	ITEM / DESCRIPTION

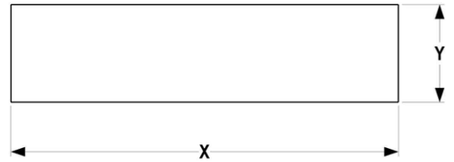
#7.) TILE:

MANUFACTURER: daltile
TYPE: Aura
COLOR CODE: HM25
THICKNESS: 5/16
SIZE: 12X12
FINISH: Matte
QUANTITY: Contractor to calculate
INSTALLATION: Per manufacturers specifications: thin set, ¼" spacers, black grout
URL: https://www.daltile.com/products/Monochromatic-Look/Harmonist/Aura



#8.) WALL CAP:

MANUFACTURER: Contractor to source
TYPE: 2" x 16" Custom Cast Wall Cap in rectangular profile or similar
COLOR: Primed for opaque stain application in the field
(HC COLORTOP, Water-Based Solid Color Concrete Stain 50,
HC 133 "Bombay")
QUANTITY: Contractor to calculate
INSTALLATION: Per manufacturers specifications
URL: (For reference only) https://www.apistone.com/WC01.html



NOTE: CONTRACTOR MUST SUBMIT SAMPLES AND / OR SHOP DRAWINGS FOR ALL FINISH SCHEDULE ITEMS TO BE APPROVED BY OWNER OR OWNERS REPRESENTATIVE

NOTE: THE CITY OF DELAND PUBLIC WORKS DEPARTMENT IS RESPONSIBLE FOR THE LIGHTING DESIGN, SPECIFICATION, PURCHASE, INSTALLATION, CALIBRATION, AND MAINTENANCE OF THE SOLAR LIGHTING SYSTEM FOR THIS PROJECT.

Galen J Pugh
Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:45:05-04'00'

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Finish Schedule

Sheet No.
H7

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt MSP.dwg, 9/17/2024 4:14:13 PM, Mark Erquitt,





NOTE: CONTRACTOR TO COORDINATE WITH CITY AND UTILITIES TO FIELD LOCATE ELECTRICAL AND WATER CONNECTIONS FOR THE MONUMENT SIGN IRRIGATION SYSTEM.

S. KEPLER ROAD

MONUMENT SIGN RAISED/ PLANTER STRUCTURE

LIMITS OF BAHIA GRASS

E. NEW YORK AVE. SR 44

E. NEW YORK AVE. SR 44

S. KEPLER RD

Always call 811 two full business days before you dig

Sunshine811.com

www.sunshine811.com

NOTE: ROADWAY PLANS PROVIDED BY OTHER CITY OF DELAND CONSULTANTS

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

cph
www.cphcorp.com

Building Better Communities Together

500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:45:27-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Landscape Plan

Sheet No.
L1

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt LSP.dwg, 9/17/2024 4:14:28 PM, Mark Erquitt,

5 0 5 10

Graphic Scale in Feet

N

MG 1

73 RE

6' RADIUS MULCH RING AROUND TREE

BAHIA

BAHIA

MONUMENT SIGN / RAISED PLANTER STRUCTURE

PLANT LIST

SYM	COMMON NAME
	TREES
MG	MAGNOLIA BRACKEN'S BROWN BEAUTY
	SHRUBS AND GROUNDCOVER
RE	FIRECRACKER PLANT
	BAHIA
	MULCH

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D0000018 0F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:46:05-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Landscape Plan

Sheet No.
L 2

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt LSP.dwg, 9/17/2024 4:14:35 PM, Mark Erquitt,

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	DESCRIPTION	QTY.
	TREES			
MG	MAGNOLIA BRACKEN'S BROWN BEAUTY	MAGNOLIA GRANDIFLORA 'BRACKEN'S BROWN BEAUTY FULL TO THE GROUND	200 GAL., 4" MIN. CAL., 14' MIN. HT., 6' MIN. SPRD.	1
	SHRUBS AND GROUNDCOVER			
RE	FIRECRACKER PLANT	RUSSELIA EQUISETIFORMIS	3 GAL., 15" MIN. HT., 15" MIN. SPRD., 30" O.C.	73
	BAHIA	PASPALUM NOTATUM	SOLID SOD, CONTRACTOR TO VERIFY QTY.	
	MULCH		CONTRACTOR TO VERIFY QTY	

NOTE:

1. PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.
2. IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.
3. ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODDED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.
4. ALL LANDSCAPED AREAS WILL BE 100% IRRIGATED WITH A CENTRAL AUTOMATIC IRRIGATION SYSTEM INCLUDING A RAIN SENSOR.
5. CONTRACTOR SHALL REPLACE ANY EXISTING SOD OR OTHER PLANT MATERIALS DAMAGED DURING CONSTRUCTION IN AREAS THAT ARE OUTSIDE PROPOSED LANDSCAPE AS SHOWN ON THE PLAN.

*NOTIFY OWNER'S REPRESENTATIVE OF NURSERY/GROWER SITE FOR INSPECTION AND SELECTION OF THE SPECIMEN OAK. IF NONE OF THE OAKS AND THE NURSERY SITE ARE SATISFACTORY TO THE OWNER'S REPRESENTATIVE THAN THE CONTRACTOR SHALL SELECT ANOTHER NURSERY/GROWER LOCATION TO VISIT FOR TREE SELECTION.

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
1			
2			
3			
4			

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:46:39-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

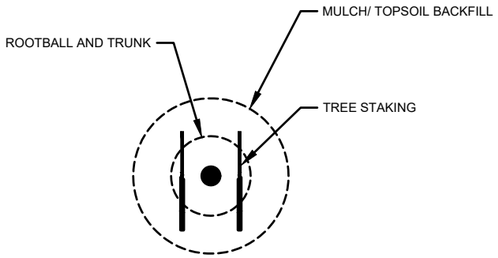
Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

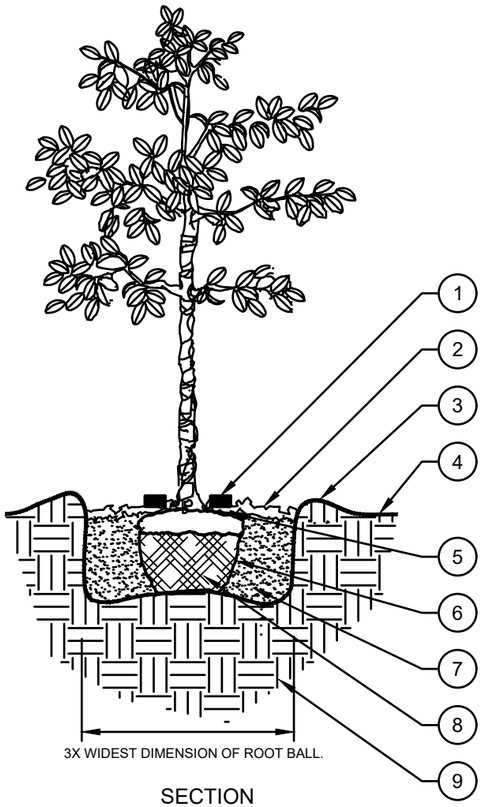
Landscape Plant List

Sheet No.
L 3

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt LSP.dwg, 9/17/2024 4:14:39 PM, Mark Erquitt,



PLAN



SECTION

NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. REFER TO LANDSCAPE NOTES OR PLANTING SPECIFICATIONS SECTION 32 9100 FOR THE TYPE OF MULCH MATERIAL TO USE.

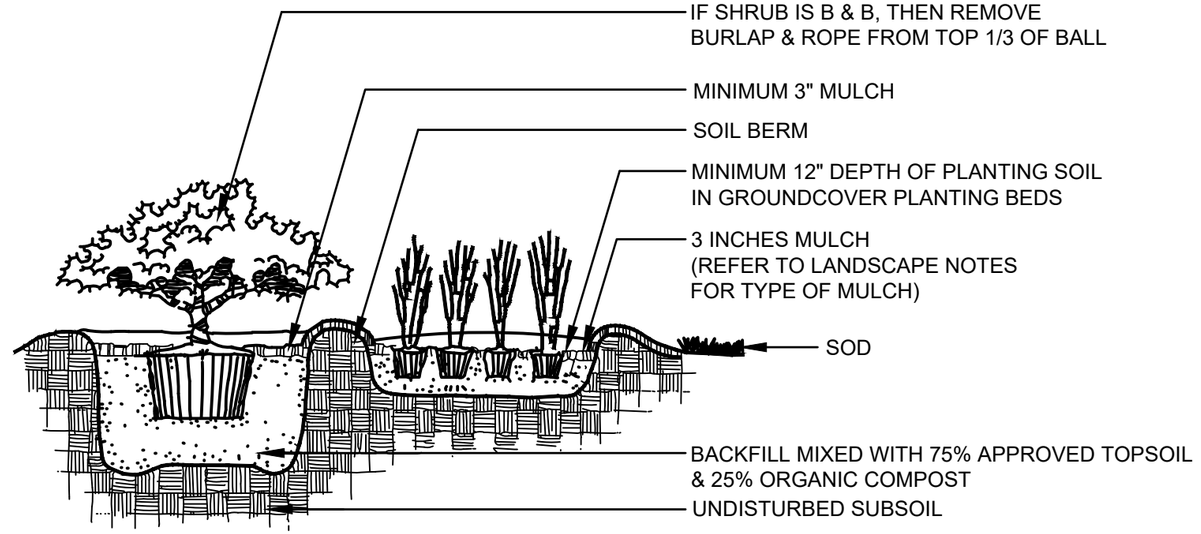
D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT.

E. BRANCHING HEIGHT AS SPECIFIED ON THE PLANT LIST AND PRUNING PER ANSI A300 (PART I) LATEST UPDATE.

1. **Tree Frog® RBK40pt** FOR UP TO 4" TREE CALIPER OR **Tree Frog® RBK60pt** FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.
2. ROOT BALL MODIFIED AS REQUIRED. 3" LAYER OF MULCH. NO MORE THAN 1" OF MULCH ON TOP OF ROOT BALL. (REFER TO SPECIFICATIONS FOR MULCH).
3. ROUND-TOPPED SOIL BERM 4" HIGH X 8" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
4. FINISHED GRADE.
5. TOP OF ROOT BALL SHALL BE FLUSH WITH FINISHED GRADE.
6. PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE TREE. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL.
7. LOOSENED SOIL. DIG AND TURN THE SOIL TO REDUCE COMPACTION TO THE AREA AND DEPTH SHOWN. BACKFILL MIX: TOPSOIL 75% AND COMPOST 25%.
8. BOTTOM OF ROOT BALL RESTS ON EXISTING OR RECOMPACTED SOIL.
9. UNDISTURBED SUBSOIL.

LARGE TREE PLANTING (14' OR GREATER)

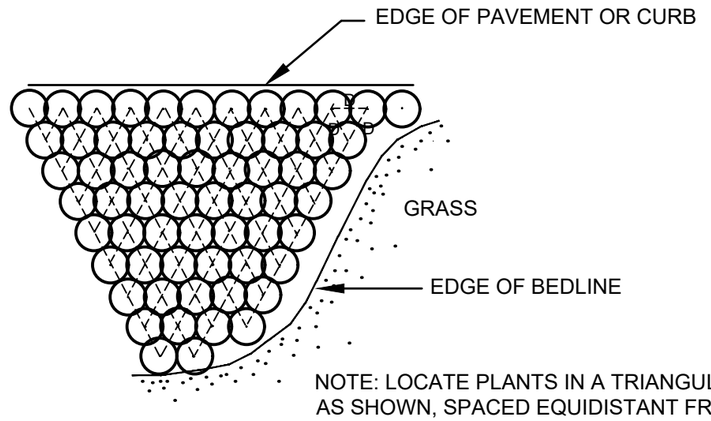
N.T.S.



-PROVIDE MINIMUM PIT CLEARANCE AROUND ROOT BALL OF 6" SIDES AND BOTTOM.
-MAINTAIN 3"-4" MULCH FREE ZONE AROUND BASE OF PLANT.

SHRUB AND GROUNDCOVER PLANTING DETAIL

N.T.S.



NOTE: LOCATE PLANTS IN A TRIANGULAR PATTERN AS SHOWN, SPACED EQUIDISTANT FROM EACH OTHER (AT SPACING SPECIFIED IN THE PLANT LIST).

SHRUB/GROUNDCOVER SPACING PLAN

N.T.S.

Galen J Pugh
Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D000001 80F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:47:03-04'00'

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

cph www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Landscape Details

Sheet No.
L 4

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt LSP.dwg, 9/17/2024 4:14:44 PM, Mark Erquitt,

LANDSCAPE NOTES:

1. The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.

2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.

3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are considered to be approximate. It shall be the responsibility of the contractor 1) to verify the locations of utility lines within and adjacent to the work area 2) to protect all utility lines during the construction period 3) to repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction 4) To field adjust the location of proposed trees and palms 10' off the center of the utility lines. Notify the Landscape Architect if a 10' offset does not function.

4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation items and plants.

5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree and/or large shrub locations to avoid any such obstructions.

6. Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.

7. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.

8. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.

9. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. Trunk caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches from the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper. When the plant list description calls out DBH or caliper at DBH, it shall govern over the caliper definition in this note.

10. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.

11. Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.

12. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.

13. TOPSOIL

    Topsoil shall be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material. 6" Top Soil shall be placed in all turf & landscape areas.

14. All tree pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.

15. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered for plants to thrive as defined by Florida Grades and Standards for Nursery stock until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.

16. It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.

17. All Palms to be staked as indicated per Palm staking details. All other trees to be stabilized utilizing 8' lodge poles per tree planting details.

18. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.

19. Sod shall be of a species specified on the drawings and originate from a commercial turf grower. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 12 inch by 24 inch or in 12 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, as to the source of the sod, the time it was cut, the species and cultivars provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative.

20. It shall be the Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.

21. The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.

22. UNSUITABLE SUBSOILS
    Locations containing unsuitable subsoil shall be treated by one or more of the following:

    A. Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

    B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.

    C. Where unsuitability is deemed by Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.

    D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.

23. The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.

24. The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of Bidding.

25. Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (or approved equal). Cypress mulch not permitted. a 5' diameter mulch ring is to be placed around trees located in sod areas or outside of planting beds.

26. Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.

27. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

    Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

    Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

    During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

    At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

GUARANTEE AND REPLACEMENT:

All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:47:42-04'00'

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Landscape Notes

Sheet No.
L 5

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt LSP.dwg, 9/17/2024 4:14:49 PM, Mark Erquitt,

40 0 40 80

Graphic Scale in Feet

N

cph

IRRIGATION ROUTING SHOWN ON THIS PLAN IS FOR DEMONSTRATION PURPOSES ONLY. LOCATE MAINLINE AND VALVES A MINIMUM OF 24" FROM BACK OF CURB OR EDGE OF PAVEMENT, TYP. IRRIGATION CONTRACTOR SHOULD FIELD RUN THE IRRIGATIONS SYSTEM IN THE MANNER OF AVOIDING ANY CONFLICT WITH PROPOSED/EXISTING DRAINAGE STRUCTURES AND UNDERGROUND UTILITIES WITHIN THE PROJECT BOUNDARIES. THE CONTRACTOR WILL INSTALL ALL PIPING AND EQUIPMENT INSIDE THE PROJECTS LANDSCAPED AREAS AND SLEEVE ALL OTHER MAINLINE. SPRINKLER LOCATIONS ARE TO SCALE. PIPING LOCATIONS ARE DIAGRAMMATIC.

S. KEPLER ROAD

E. NEW YORK AVE. SR 44

15.5 | 3 | 1"

15.5 | 2 | 1"

6.29 | 1 | 1"

1½"

¾"

4" & 2"

1½"

4" & 2"

1½"

RS

C

BF

M

1½"

1¼"

30

F

D

1"

9-12 DRIPLINE, INSTALLED IN 12" ROWS, TYP.

MONUMENT SIGN RAISED/ PLANTER STRUCTURE

E. NEW YORK AVE. SR 44

APPROXIMATE IRRIGATION CONTROLLER AND SENSOR LOCATION. OWNER'S REPRESENTATIVE SHALL PINPOINT EXACT LOCATION AT SITE . IRRIGATION CONTRACTOR SHALL HARDWIRE 120 VAC POWER TO CONTROLLER

BACKFLOW PREVENTER

IRRIGATION INSTALLER TO FOLLOW LOCAL CODES. VERIFY LOCATION IN THE FIELD BEFORE INSTALLATION. SEE THE PRODUCT LEGEND FOR THE BACKFLOW MANUFACTURER AND MODEL #.

IRRIGATION WATER POINT OF CONNECTION

CONNECT DOWNSTREAM OF THE 3/4" DEDICATED LANDSCAPE WATER METER PROVIDED BY THE CIVIL ENGINEER. THE WATER METER IS TO SUPPLY A MINIMUM OF 16 GPM AT 60 PSI. SEE CIVIL PLANS FOR THE EXACT LOCATION. VERIFY LOCATION IN THE FIELD PRIOR TO INSTALLATION. THE IRRIGATION CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION IF THE REQUIRED PRESSURE IS NOT AVAILABLE ON THE DOMESTIC WATER LINE.

S. KEPLER RD

Always call 811 two full business days before you dig

Sunshine811.com

www.sunshine811.com

NOTE: ROADWAY PLANS PROVIDED BY OTHER CITY OF DELAND CONSULTANTS

IRR. DESIGN

3215 ELLEN DR.
ORLANDO, FL 32806
PHONE (407) 859-5790
IRRdesign.com
Jason McElroy
irrdesign@gmail.com

NOTE: CONTRACTOR TO COORDINATE WITH CITY AND UTILITIES TO FIELD LOCATE ELECTRICAL AND WATER CONNECTIONS FOR THE MONUMENT SIGN IRRIGATION SYSTEM.

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:48:13-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan

Sheet No.
I1

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt IRR.dwg, 9/17/2024 4:15:03 PM, Mark Erquitt.

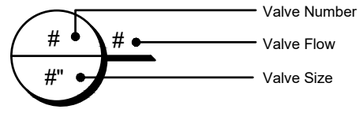
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	RADIUS
30	Rain Bird 5006-PL-PC-R-MPR 30 Turf Rotor, 6in. Pop-Up, Plastic Riser, with Flow Shut-Off Device. Matched Precipitation Rotor (MPR Nozzle), Arc and Radius as per Symbol. 25 ft=red, 30 ft=green, 35ft=beige. With In-Stem Pressure Regulator.	12	35	30'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		
	Hunter ICZ-101-40 Drip Control Zone Kit. 1in. ICV Globe Valve with 1in. HY100 filter system. Pressure Regulation: 40psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.	1		
F	Rain Bird MDCFCAP Dripline Flush Valve cap in compression fitting coupler.	1		
D	Rain Bird OPERIND Drip System Operation Indicator, stem rises 6" for clear visibility when drip system is charged to a minimum of 20psi. Includes 16" of 1/4" distribution tubing with connection fitting pre-installed.	1		
	Rain Bird XFCV-09-12 Drip Ring Refer to Tree Ring Detail	1		
	Area to Receive Dripline Rain Bird XFCV-09-12 XFCV On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.9 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. Great for elevation change. Specify XF insert fittings.	378.3 s.f.		

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration.	2
T	Nibco T-113-K Class 125 bronze gate shut off valve with cross handle, same size as mainline pipe diameter at valve location. Size Range - 1/4" - 3"	1
BF	Febco 860 1" Backflow reduced pressure zone - Installation by a licensed Florida Plumbing Contractor in accordance with Manufacturer`s recommendations and all federal, state and local codes.	1
C	Rain Bird ESP4ME3 4 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Use. LNK WiFi Module and Flow Sensor Ready.	1
RS	Rain Bird RSD-BEx Rain Sensor, with metal latching bracket, extension wire.	1
M	Water Meter 3/4" 2" Service. Water meter requires 16 GPM @ 60 PSI. Irrigation contractor shall be responsible to verify the sources ability to service the systems requirements at site before starting construction.	1
	Irrigation Lateral Line: PVC Schedule 40 Only lateral transition pipe sizes 1" and above are indicated on the plan, with all others being 3/4" in size. Fittings shall be SCH 40 and molded. Install 12" below final grade.	451.5 l.f.
— — — —	Irrigation Mainline: PVC Schedule 40 Pipe sizes 3" inch or smaller shall have bell and socket joints. Fittings shall be SCH 40 and molded. Install 18" below grade.	170.9 l.f.
	Pipe Sleeve: PVC Schedule 40 The depth of the sleeves shall be a minimum 30” cover from finished grade under roadway crossings and 24" under all sidewalks and hardscapes. Extend sleeves 18" beyond edges of paving or construction, mark both ends with a 3" "V" in pavement.	164.5 l.f.

Valve Callout



NOTES

- CONTRACTOR SHALL LOCATE ALL PROPERTY AND RIGHT OF WAY LINES BEFORE CONSTRUCTION BEGINS.
- THESE IRRIGATION PLANS ARE SCHEMATIC AND MAY BE EXAGGERATED. CONTRACTOR SHALL KEEP WITHIN ALL PROPERTY AND RIGHT OF WAY LINES DURING CONSTRUCTION.
- CONTRACTOR SHALL ADJUST ALL SPRAY HEADS SO AS NOT TO SPRAY ONTO IMPERVIOUS SURFACES.
- CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY DEPTHS AND COORDINATE IRRIGATION CONSTRUCTION WITH ALL EXISTING AND PROPOSED UTILITIES.
- ALL UNDERGROUND SLEEVES SHALL BE SCHEDULE 40 PVC AND SHALL BE TWICE THE DIAMETER OF ANY LINE IT HOUSES.
- ALL WIRE WILL BE COLOR-CODED DIRECT BURIAL UL/LF WIRE: COMMON (WHITE) #12-1, CONTROL WIRE (RED) #14-1
- IRRIGATION INSTALLATION CONTRACTOR SHALL INSTALL (2) SPARE CONTROL WIRES, COLOR-CODED YELLOW AND COMMON FROM CONTROLLER TO MIDPOINT OF MAINLINE, MOUNTED IN 10" ROUND VALVE BOX.

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:48:38-04'00'

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

No.	Date	Revision	By
1			
2			
3			
4			

No.	Date	Revision	By
5			
6			
7			
8			

cph
www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan Schedule

Sheet No.
I 2

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt IRR.dwg, 9/17/2024 4:15:04 PM, Mark Erquitt,

DRIP TUBING NOTES

1. INSTALL DRIP TUBING AT GRADE AND COVER WITH MULCH. TYPICAL SPACING FOR DRIP TUBING IS 12" TO 18" ON CENTER. SPACING TO BE DETERMINED BY PLANT LAYOUT. REFER TO LANDSCAPE PLAN. ANCHOR TUBING EVERY 10' WITH 12" LONG PLASTIC TUBING STAKES. INSTALL FLUSH VALVE ASSEMBLIES AT ALL TUBING "DEAD ENDS". INSTALL AIR/VACUUM RELIEF VALVES AT "HIGH POINTS" OF EVERY SECTION.
2. GRID LAYOUT SHALL BE USED ON THIS PROJECT. USE CENTER GRID LAYOUT WHERE POSSIBLE.
3. WHEN SLEEVING DRIPLINE, USE BLANK DRIPLINE IN SLEEVE. SLEEVE SHALL BE 2X DRIPLINE DIAMETER. NO EMITTER DRIPLINE SHALL BE PLACED IN SLEEVE.
4. THE LENGTH OF ANY DRIPLINE LATERAL SHALL NOT BE LONGER THAN:
   12" EMITTERS @ 0.9 GPH
   a) @ 15 PSI = 155 FEET
   b) @ 20 PSI = 169 FEET
   c) @ 30 PSI = 230 FEET
   d) @ 40 PSI = 255 FEET
   LATERAL DISTANCE DOUBLED WHEN CENTER FEED LAYOUT USED (SEE CENTER FEED LAYOUT DETAIL.
5. MANUAL FLUSH VALVE SHALL BE USED & PLACED WITH A 6" X 6" SUMP. VALVES SHALL BE OPENED EVERY WATERING DAY FOR 2 WEEKS AND THEN A MINIMUM OF 2 TIMES A YEAR TO CLEAR DRIPLINE OF DEBRIS.
6. AIR/VACUUM RELIEF SHALL BE INSTALLED WHEN THE CHANGE IN SLOPE OCCURS 3% OR GREATER.
7. STAPLES SHALL BE USED AT 5' O.C. AND 2 STAPLES 'X'ED OVER EACH OTHER WITH ANY CHANGE IN DIRECTION, ELBOWS, OR CROSSES.
8. SUPPLY, EXHAUST HEADERS AND DRIPLINE SHALL BE PLACED 2"- 4" FROM PLANTS AND PAVEMENT EDGES.
9. BLANK DRIPLINE SHALL BE USED FOR ALL SUPPLY AND EXHAUST HEADERS, UNLESS OTHERWISE NOTED ON PLANS.
10. PRIOR TO COVERING DRIPLINE, DRIPLINE CIRCUIT WILL BE PRESSURIZED AND TESTED FOR PROPER OPERATION.
11. DRIP LINE LATERALS SHALL BE LAID IN THE LONGEST RUN, WHETHER IT BE THE WIDTH OR LENGTH OF THE ZONE.

IRRIGATION SYSTEM PERFORMANCE NOTES

1. IRRIGATION SYSTEM IS DESIGNED TO OPERATE OFF A POTABLE WATER METER PROVIDING A MINIMUM FLOW OF 16 GPM AND A MINIMUM PRESSURE OF 60 PSI.

   CONTRACTOR MUST CONTACT THE LANDSCAPE ARCHITECT PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION IF THE AVAILABLE FLOW AND PRESSURE DEVIATES MORE THEN 5% OR WILL AFFECT THE PERFORMANCE OF THE SYSTEM.

   MINIMUM PRESSURE REQUIREMENTS - 60 PSI AT THE POINT OF CONNECTION
   A. 35 PSI AT THE BASE OF THE POP-UP ROTOR/ROTATOR HEADS
   B. 30 PSI AT THE BASE OF THE LOW-VOLUME EMITTER

2. HEAD LAYOUT IS BASED ON BASE INFORMATION PROVIDED. HEADS SHALL BE ADJUSTED TO ACCOMMODATE FIELD VARIATIONS WHILE MAINTAINING 100% COVERAGE AND MINIMIZING OVER-SPRAY ONTO PAVED AREAS AND BUILDINGS.

3. 1/2" PIPE SHALL NOT BE USED FOR LATERAL PIPING

THESE PLANS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. ALL LANDSCAPED AREAS ARE TO RECEIVED 100% COVERAGE. INSTALL THIS IRRIGATION SYSTEM PER THE SITE CONDITIONS, AVAILABLE FLOW/PRESSURE AND MANUFACTURERS RECOMMENDATIONS. ADJUST ZONE FLOWS TO ACCOMMODATE THE AVAILABLE MAINLINE FLOWS AND PRESSURES.

THE DESIGN PROFESSIONAL DOES NOT ACCEPT ANY/ALL RESPONSIBILITY AND/OR LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND DESIGN INTENT THEY CONVEY OR PROBLEMS WHICH ARISE FROM OTHERS' FAILURE TO OBTAIN AND/OR FOLLOW THE DESIGN PROFESSIONALS GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	SUN	MON	TUE	WED	THU	FRI	SAT	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Hunter ICZ-101-40	Drip Ring	1.44 in/h	14 min		14 min			14 min		1	42	264	88.0
2	Rain Bird PEB	Turf Rotor	0.59 in/h			52 min			52 min		1	103	1,601	800
3	Rain Bird PEB	Turf Rotor	0.59 in/h			52 min			52 min		1	103	1,601	800
		TOTALS:		14		118			118			248	3,465	1,689

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE 3/4"	PIPE 1"	PIPE 1 1/4"	PIPE 1 1/2"	WIRE	DESIGN PSI	PSI @ POC	PRECIP
1	Hunter ICZ-101-40	1"	Drip Ring	6.29	379.3 l.f.	60.3				164.1	30	50.5	1.44 in/h
2	Rain Bird PEB	1"	Turf Rotor	15.54	6	75.9	65.9	16.4	6.7	178.4	35	56.7	0.59 in/h
3	Rain Bird PEB	1"	Turf Rotor	15.54	6	92.0	33.1	33.1	68.2	192.5	35	57.2	0.59 in/h
	Common Wire									170.9			

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:49:05-04'00'

No.	Date	Revision	By
1			
2			
3			
4			
5			

No.	Date	Revision	By
6			
7			
8			
9			
10			

cph www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan Notes

Sheet No.
I 3

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt IRR.dwg, 9/17/2024 4:15:09 PM, Mark Erquitt.

GENERAL IRRIGATION NOTES

1. ALL MAINLINES TO HAVE A MINIMUM OF 18" OF COVER. (CLASS 200 PVC PIPE).
2. ALL LATERAL AND SUB-MAIN PIPE TO HAVE A MINIMUM OF 12" OF COVER (CLASS 200 PVC PIPE).
3. NO ROCKS, BOULDER, OR OTHER EXTRANEOUS MATERIALS TO BE USED IN BACKFILLING OF TRENCH.
4. ALL PIPE TO BE INSTALLED AS PER MANUFACTURERS' SPECIFICATIONS.
5. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE OR LIQUID TEFLON.
6. ALL LINES TO BE THOROUGHLY FLUSHED BEFORE INSTALLATION OF SPRINKLER HEADS.
7. SPRINKLER AND RELATED EQUIPMENT TO BE INSTALLED AS PER DETAILS.
8. ALL ELECTRICAL JOINTS TO BE MADE USING WATERPROOF CONNECTIONS AS SHOWN ON DETAILS.
9. ALL EQUIPMENT NOT SPECIFIED IN THE LEGEND SHALL BE DETERMINED AND FURNISHED BY THE CONTRACTOR.
10. NO ELECTRICAL CONNECTIONS SHALL BE MADE IN THE FIELD EXCEPT AT A VALVE CONTROL BOX OR ANOTHER VALVE BOX SPECIFICALLY FOR CONNECTIONS.
11. ANY DISCREPANCY BETWEEN THIS SHEET AND OTHERS IN THIS SET MUST BE REFERRED TO THE IRRIGATION CONSULTANT BY THE CONTRACTOR FOR CLARIFICATION BEFORE PRECEDING WITH THE WORK.
12. ALL 24 VOLT WIRE SHALL BE #12 UF/UL FOR COMMON WIRE, AND #14 UF/UL FOR CONTROL WIRES, DIRECT BURIAL, SOLID COPPER.
13. CONTRACTOR TO BE RESPONSIBLE FOR PROPER COVERAGE OF AREAS TO BE WATERED. i.e ADJUST HEADS WITH INSUFFICIENT COVERAGE DUE TO BLOCKAGE BY EXISTING OR PROPOSED SITE FEATURES.
14. CONTRACTOR TO REFER TO LANDSCAPE PLAN TO KEEP SPRINKLER EQUIPMENT AND ACCESSORY MATERIAL FROM INTERFERING WITH PROPER PLANTING, i.e VERIFY ROOT BALL SIZE FOR PLANTING
15. CONTRACTOR SHALL PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN A VALVE BOX (WRAP AROUND 3/4" PIPE 12 TIMES.
16. SPRINKLERS IN LOW-LYING AREAS SHALL HAVE CHECK VALVES
17. ALL SPRINKLERS TO BE MOUNTED ON FLEX PIPE - REFER TO DETAILS.
18. INSTALL DRIP LINE TUBING AND NON-PRESSURE LATERAL LEAD LINE PIPING IN LANDSCAPE AREAS AND ADJACENT TO SELECTED PLANT MATERIAL AS SHOWN IN DETAILS.
19. CONTRACTOR SHALL UTILIZE VALVE I.D. TAGS ON ALL REMOTE CONTROL VALVES.
20. 24 VOLT WIRE SHALL BE COLOR CODE; COMMON-WHITE, CONTROL-RED.
21. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDED GROUNDING EQUIPMENT FOR POWER SUPPLY AND VALVE OUTPUT WITH (2) 5/8" COPPER CLAD GROUND RODS.
22. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDATION ON FAULT GROUND AND LIGHTNING PROTECTION.
23. CONTROLLER GROUNDING MUST BE PER ASIC REQUIREMENTS.
24. ALL MATERIAL TO BE SUPPLIED BY CONTRACTOR TO OWNER:
    A. TWO WRENCHES FOR DISASSEMBLING AND ADJUSTING EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
    B. TWO KEYS FOR EACH OF THE AUTOMATIC CONTROLLERS.
    C. TWO QUICK COUPLER KEYS WITH MATCHING HOSE SWIVELS.
26. SYSTEM IS DIAGRAMMATIC TO IMPROVE CLARITY. ALL MAINLINE PIPING, ELECTRIC VALVES AND WIRING ARE TO BE INSTALLED IN LANDSCAPED AREAS AND REFERENCE THE LANDSCAPE PLAN PRIOR TO THE INSTALLATION OF PIPING TO AVOID CONTACT WITH PLANT MATERIALS EXISTING OR NEW.
27. CONTRACTOR SHALL INSTALL SPRINKLER EQUIPMENT 18" FROM FOUNDATIONS, ALSO INSTALL SPRINKLERS 4" FROM CURBS OR WALKS.
28. PRIOR TO BID IRRIGATION CONTRACTOR SHALL VERIFY RIGHT-OF-WAY AND BACKFLOW REQUIREMENTS NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS. CONTRACTOR SHALL NOTIFY CONSULTANT OF ANY CHANGES FROM PLANS OR SPECIFICATIONS.
29. IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER AND LANDSCAPE ARCHITECT WITH A REPRODUCIBLE AS-BUILT DRAWING OF THE INSTALLED IRRIGATION SYSTEM IN A PDF FILE FORMAT BEFORE FINAL ACCEPTANCE. PROVIDE CROSS-MEASURED LOCATIONS OF ALL VALVE LOCATIONS, CONTROLLER, WATER SOURCE, WIRE SPLICES, SLEEVE LOCATIONS, ETC.
30. A 1-YEAR WARRANTY PERIOD SHALL BE PROVIDED FOR SYSTEM AFTER SUBSTANTIAL COMPLETION IS ACCEPTED. START UP AND ADJUSTING OF SYSTEM IN SPRING TIME SHALL BE INCLUDED IN WARRANTY.
31. PRIOR TO BID, CONTRACTOR SHALL VERIFY THAT ALL MATERIAL, INSTALLATION PARAMETERS AND OPERATIONS CONFORM TO ALL APPLICABLE CODES AND ORDINANCES NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS. CONTRACTOR SHALL NOTIFY IRRIGATION CONSULTANT/DESIGNER OF ANY CHANGES REQUIRED DUE TO CURRENT CODE OR ORDINANCE DISCREPANCIES. IF CONTRACTOR DOES NOT COMPLY TO THIS NOTIFICATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY INSTALLATION CHANGE AND REDESIGN COSTS FOR NON-COMPLIANCE.
32. UNLESS OTHERWISE NOTED, THE CONTRACTOR MUST COMPLETE TWO PRESSURE TESTS OF THE IRRIGATION SYSTEM MAINLINE(BOTH TO SHOW NO DROP IN PRESSURE DURING DURATION OF THE TEST).
    A. 2-HOUR PRESSURE TEST AT 1.5 TIMES THE SYSTEM STATIC PRESSURE
    B. 24-HOUR PRESSURE TEST AT THE SYSTEM STATIC PRESSURE
34. IRRIGATION INSTALLATION CONTRACTOR SHALL PROVIDE THE OWNER WITH A COLOR-CODED ZONE DIAGRAM PLAN, 8-1/2"X11" LAMINATED SHEET(S) WITH AN ELECTRONIC FILE COPY TO IDENTIFY CONTROLLER STATION TO THE CONTROL VALVE NUMBER FOR EACH CONTROLLER. THE LAMINATED CHART IS TO BE LOCATED IN AN ADHESIVE POUCH ATTACHED TO THE INSIDE OF CONTROLLER(S).
35. THE CONTROLLER(S) SHALL SCHEDULE PROGRAM "A" TO A REGULAR RUN-TIME SETTINGS FOR AFTER THE ESTABLISHMENT PERIOD OF THE PLANT MATERIAL. PROGRAM "B" SHALL BE USED DURING THE ESTABLISHMENT PERIOD AND TURNED OFF AFTER THE 30-60 DAYS OF PLANT INSTALLATION.
36. THE IRRIGATION CONTRACTOR WILL READ ALL SPECIFICATIONS AND REVIEW ALL DETAILS AND EXAMINE THESE PLANS CAREFULLY PRIOR TO BIDDING THIS PROJECT. FAILURE TO READ THIS INFORMATION IS NOT AN ACCEPTABLE REASON IF THE JOB IS UNDERBID.
37. THE PLAN MAY NOT INCLUDE ALL MATERIALS. THIS DOESN'T RELIEVE THE CONTRACTOR FROM BEING RESPONSIBLE TO PROVIDE A COMPLETE SYSTEM IN PERFECT WORKING ORDER.

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			

cph
www.cphcorp.com
Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh
Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D00000180F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:49:39-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

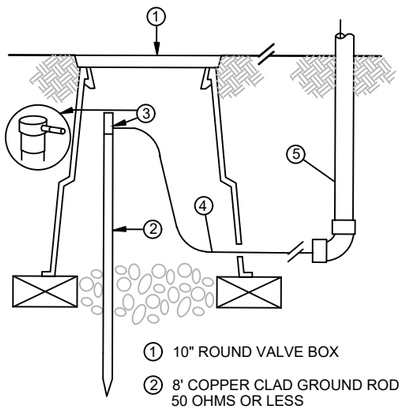
Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan Notes

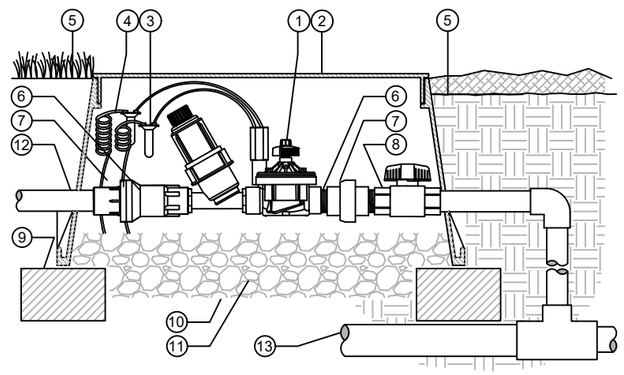
Sheet No.
I 4

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt MM.dwg, 9/17/2024 4:15:14 PM, Mark Erquitt,



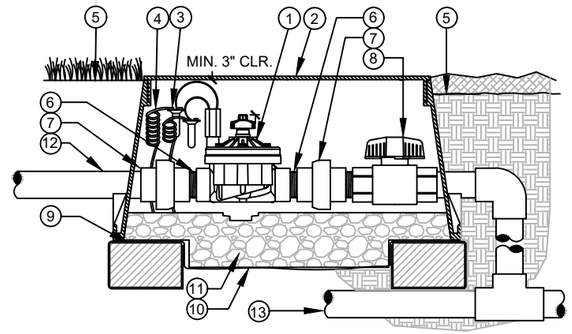
1. 10" ROUND VALVE BOX
2. 8' COPPER CLAD GROUND ROD 50 OHMS OR LESS
3. CONNECTION
4. #6 to #10 BARE COPPER GROUNDING CONDUCTOR
5. CONDUIT TO CONTROLLER

CONTROLLER GROUNDING



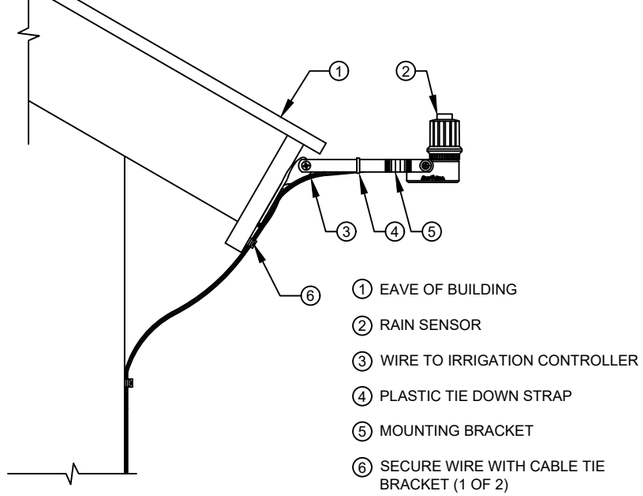
1. HUNTER REMOTE CONTROL VALVE (ICZ) WITH FILTER REGULATOR
2. IRRIGATION VALVE BOX: HEAT STAMP LID WITH 'RCV' IN 2" LETTERS
3. WATERPROOF CONNECTORS (2)
4. 18"-24" COILED WIRE TO CONTROLLER
5. FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
6. SCH. 80 CLOSE NIPPLE, MATCH SIZE TO VALVE
7. PVC SLIP X FPT UNION
8. ISOLATION VALVE, SIZE AND TYPE PER PLAN
9. BRICK SUPPORTS (4)
10. FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
11. 3/4" WASHED GRAVEL - 4" MIN. DEPTH
12. IRRIGATION LATERAL
13. MAINLINE LATERAL AND FITTINGS

DRIP CONTROL KIT (ICZ-101-LF) WITH UNIONS AND ISOLATION VALVE



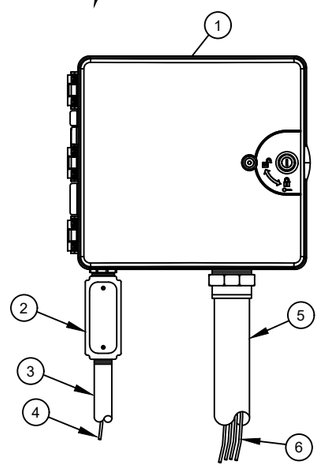
1. REMOTE CONTROL VALVE WITH FLOW CONTROL - PER PLAN
2. IRRIGATION VALVE BOX: HEAT STAMP LID WITH 'RCV' IN 2" LETTERS
3. WATERPROOF CONNECTORS (2)
4. 18"-24" COILED WIRE TO CONTROLLER
5. FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
6. SCH. 80 CLOSE NIPPLE, SIZE PER RCV
7. PVC SLIP (OR FPT) X FPT UNION
8. ISOLATION VALVE, LINE SIZE
9. BRICK SUPPORTS (4)
10. FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
11. 3/4" WASHED GRAVEL - 4" MIN. DEPTH
12. IRRIGATION LATERAL
13. MAINLINE AND FITTINGS

ELECTRIC REMOTE CONTROL VALVE



1. EAVE OF BUILDING
2. RAIN SENSOR
3. WIRE TO IRRIGATION CONTROLLER
4. PLASTIC TIE DOWN STRAP
5. MOUNTING BRACKET
6. SECURE WIRE WITH CABLE TIE BRACKET (1 OF 2)

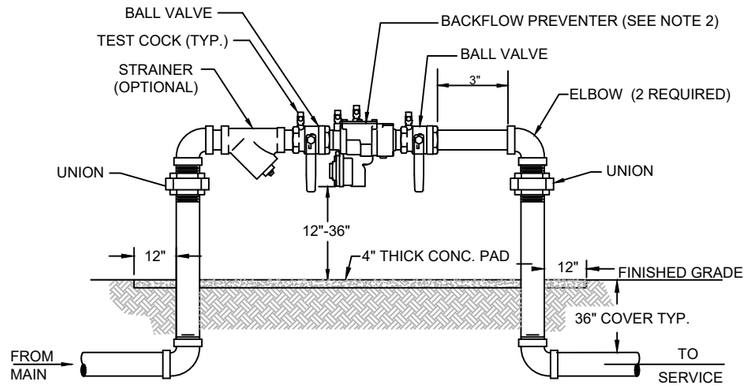
RAIN SENSOR ROOF BRACKET



1. IRRIGATION CONTROLLER
2. JUNCTION BOX
3. 1-INCH CONDUIT AND FITTINGS TO POWER SUPPLY
4. POWER SUPPLY WIRE
5. IRRIGATION CONTROL WIRE IN CONDUIT, SIZE AND TYPE PER LOCAL CODES
6. WIRES TO REMOTE CONTROL VALVES

NOTES:
1. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
2. MOUNT CONTROLLER LCD SCREEN AT EYE LEVEL, CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 VAC POWER SOURCE

IRRIGATION CONTROLLER IN PLASTIC CABINET



NOTES:
1. ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.
2. ALL BACKFLOW PREVENTER DEVICES SHALL BE APPROVED BY THE CITY/COUNTY BACKFLOW PREVENTER TECHNICIAN.
3. ALL REDUCED PRESSURE BACKFLOW DEVICES SHALL BE USC APPROVED.
4. CONCRETE PAD IS REQUIRED FOR ALL INSTALLATIONS 1-1/2" OR LARGER.

REDUCED PRESSURE BACKFLOW PREVENTER

No.	Date	Revision	By	No.	Date	Revision	By
1				1			
2				2			
3				3			
4				4			

cph
www.cphcorp.com
Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA
Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

Galen J Pugh
Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D0000018 0F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:50:12-04'00'

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

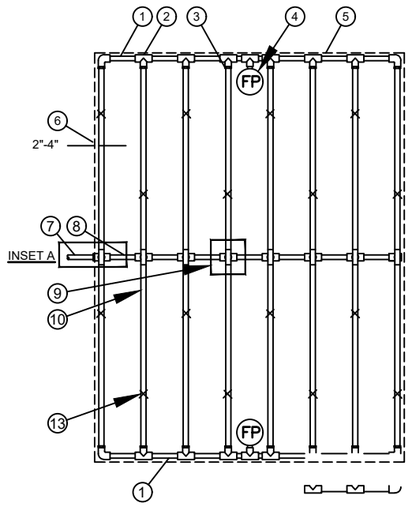
Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan Details

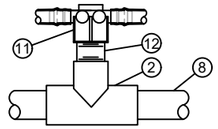
Sheet No.
I 5

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt IRR.dwg, 9/17/2024 4:15:19 PM, Mark Erquitt,



1. PVC EXHAUST HEADER
2. PVC SCH 40 TEE OR EL (TYPICAL)
3. BARB X MALE FITTING:
   RAIN BIRD XFF-MA FITTING (TYPICAL)
4. FLUSH POINT (TYPICAL)
   SEE RAIN BIRD DETAIL "XFD FLUSH POINT"
5. PERIMETER OF AREA
6. PERIMETER DRIPLINE PIPE TO BE INSTALLED 2"-4" FROM PERIMETER OF AREA
7. PVC SUPPLY PIPE FROM RAIN BIRD CONTROL ZONE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
8. PVC SUPPLY MANIFOLD
9. CONNECTION FROM SUPPLY MANIFOLD TO DRIPLINE (TYPICAL)- SEE INSET A
10. ON-SURFACE DRIPLINE:
    RAIN BIRD XF SERIES DRIPLINE(TYPICAL)
    POTABLE: XFD DRIPLINE
    NON-POTABLE: XFDP DRIPLINE
11. BARB X FEMALE FITTING:
    RAIN BIRD XFD-TFA-075 FITTING
12. 3/4" PVC NIPPLE, LENGTH AS NECESSARY
13. RAINBIRD TDS-050 TIE DOWN STAKE, STAGGER 3' APART ALONG DRIP LINE AND AT AND AT FITTINGS. (TYPICAL)

NOTES:
1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION.
2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
3. WHEN USING 17MM INSERT FITTINGS WITH DESIGN PRESSURE OVER 50PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

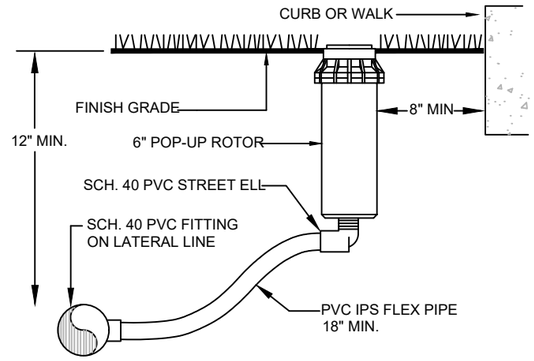


INSET A

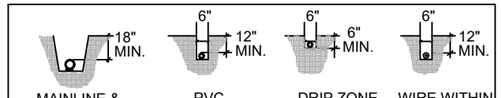
XFD ON-SURFACE DRIPLINE - CENTER FEED LAYOUT

NOTES
1. IRRIGATION SLEEVES SHALL BE CLASS 200 PIPE FOR 4" AND LARGER AND SCHEDULE 40 PVC FOR 3" AND SMALLER.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24-INCHES MINIMUM ABOVE FINISH GRADE AND MARK ALL SLEEVE LOCATIONS. REMOVE EXTENSION WHEN SLEEVE IS UTILIZED.
4. MECHANICALLY TAMP TO 95% PROCTOR.
5. SLEEVE SHALL BE TWO (2) TIMES DIAMETER OF NOMINAL SIZE OF PIPE WITHIN SLEEVE.

IRRIGATION SLEEVE DETAIL



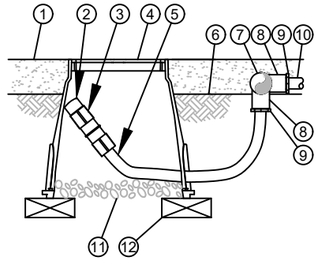
TURF ROTOR HEAD



DETAIL NOTES:
1. ALL P.V.C. PIPING SHALL BE SNAKED IN TRENCHES.
2. ALL WIRING TO BE BUNDLED AND TAPED AT 20' INTERVALS.
3. ALL MAIN SUPPLY LINES TO BE INSTALLED AS PER MANUFACTURER'S SPECIFICATIONS.
4. PROVIDE PIPE AND WIRE SLEEVES UNDER ALL PAVED SURFACES. WIRE SHALL BE WITHIN SEPARATE 2" ELECTRICAL CHASE.
5. CONTRACTOR TO COMPLY WITH ALL LOCAL CODES AND ORDINANCES IN REFERENCE TO THE INSTALLATION OF PVC PIPING
6. TIE A LOOSE 20' LOOP IN WIRING AT ALL CHANGES OF DIRECTION GREATER THAN 30° UNTIE ALL LOOPS AFTER ALL CONNECTIONS HAVE BEEN COMPLETED
7. INSTALL #14-1 TRACKING WIRE NEXT TO MAINLINE

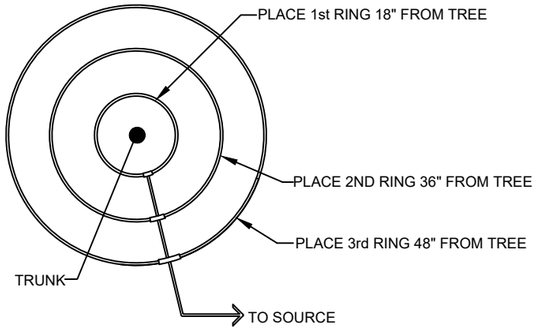
TRENCHING DETAIL

ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.



1. TOP OF MULCH LAYER
2. FLUSH CAP FOR EASY FIT COMPRESSION FITTINGS:
   POTABLE:RAIN BIRD MDCFCAP
   NON-POTABLE: RAIN BIRD MDCFPCAP
3. EASY FIT COUPLING:
   RAIN BIRD MDCFCOUP
4. SUBTERRANEAN EMITTER BOX:
   RAIN BIRD SEB 7XB
5. RAIN BIRD XF BLANK TUBING
6. FINISH GRADE
7. PVC EXHAUST HEADER
8. PVC SCH 40 TEE OR EL
9. BARB X MALE FITTING:
   RAIN BIRD XFF-MA FITTING (TYPICAL)
10. ON-SURFACE DRIPLINE:
11. 3-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL
12. BRICK (1 OF 2)

XFD ON-SURFACE DRIPLINE FLUSH POINT



TREE RING DETAIL

Galen J Pugh

Digitally signed by Galen J Pugh
DN: C=US, O=Florida, dnQualifier=A01410D0000018 0F7712EC700008443, CN=Galen J Pugh
Date: 2024.09.18 15:50:42-04'00'

REGISTERED LANDSCAPE ARCHITECT GALEN J. PUGH LA0001522 STATE OF FLORIDA

Galen J. Pugh, RLA
LA0001522
Sep 17, 2024

This item has been digitally signed and sealed by Galen J. Pugh on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

No.	Date	Revision	By
1			
2			
3			
4			
5			

cph — www.cphcorp.com

Building Better Communities Together
500 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841
© 2024

Plans Prepared By:
CPH ,LLC
A Full Service A &E Firm

Designed by:	G. Pugh
Drawn by:	M. Erquitt
Checked by:	G. Pugh
Date:	7/29/2024
Job No.	D0945

City of DeLand
Kepler Road Roundabout Monument Sign
Volusia County, Florida

Irrigation Plan Details

Sheet No.
I 6

J:\D0945\Landscape\DWG\PreliminaryDesign\Plans\D0945 Deland Kepler Rd Rndabt IRR.dwg, 9/17/2024 4:15:24 PM, Mark Erquitt,

SUBMITTAL/APPROVAL LETTER

To: Ed Kestory, P.E.
District or Turnpike Design Engineer

Date: July 17, 2025

Financial Project ID: N/A New Const. [X] RRR [ ]
Federal Aid Number: N/A
Project Name: Kepler Road Roundabout Local ID Marker
State Road Number: 44 Co./Sec./Sub. 79070
Begin Project MP: 7.822 End Project MP: 7.822
FHWA Project of Division Interest: Yes [ ] No [X]
Request for: Design Exception [ ] Design Variation [ ]
Community Aesthetic Feature: Conceptual [ ] Final [X]
Re-submittal: Yes [ ] No [ ] Original Ref# _____ - [ ] - _____

Requested for the following element(s):

[ ] Design Speed	[ ] Lane Width	[ ] Shoulder Width	[ ] Cross Slope
[ ] Design Loading Structural Capacity	[ ] Vertical Clearance	[ ] Maximum Grade	[ ] Stopping Sight Distance
[ ] Superelevation	[ ] Horizontal Curve Radius	[X] Other Community Aesthetics Feature	

Installation of a standalone Local ID marker within the Kepler Road roundabout in accordance with the Plans.

Recommended by: Ray Bahrami, P.E.
_____ Date 7/21/25
Responsible Professional Engineer or Landscape Architect (Landscape-Only Projects)

Approvals:

_____ Date _____ _____ Date _____
District Design Engineer

_____ Date _____ _____ Date _____
District Secretary or Designee

_____ Date _____ _____ Date _____

Kim Grebosz

From:	LoPiccolo, Victor <Victor.LoPiccolo@dot.state.fl.us>
Sent:	Friday, July 18, 2025 4:25 PM
To:	Ray Underwood
Cc:	D5-Maintenance Contract Changes; Mackey, Alexander; Russ, Thomas; Trippensee, Aaron; Burgett, Tyler
Subject:	City of DeLand Kepler Roundabout CAF
Attachments:	CAF #2025-M-591-00001.pdf; Form 122A.pdf; DeLand CAF Plans.pdf

Hello Ray,
I have attached the CAF Agreement for the Kepler Road Roundabout and Form 122A. You know the drill:

Please have the City adopt a Resolution, then complete the City's signature block on Page 7; please do not fill in the date on Page 1. Also, please sign Form 122A (attached).
Once executed, please return (email) these documents to me at your convenience.

Please call me if you have any questions, thanks!

Victor A. LoPiccolo, CPM
Project Manager, Special Projects
FDOT District Maintenance
719 South Woodland Blvd.
DeLand, Florida 32720
(386) 943-5287
Working Days: Tuesday-Friday

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Consideration re Award of Bid for DeLand Airport Airfield Markings.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: B2413Tabulation(Short), Airfield Markings ROA Letter

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

This project was bid in accordance with the City's purchasing procedures including advertisement in the local newspaper and on the internet-based Demand Star system. On November 7, 2024, four bids were received as summarized on the attached bid tabulation. Hi-Lite Airfield Services, LLC of Watertown, NY was the lowest and the most responsible bidder in the amount of $60,043.60 (Base Bid) plus Bid Alternate A in the amount of $13,399.40 for a total of $73,443.00. Earlier this year, the Federal Aviation Administration (FAA) converted their Bipartisan Infrastructure Law (BIL) Grants into Infrastructure Investment and Jobs Act (IIJA) which prolonged the award of bid process.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lowest bidder, Hi-Lite Airfield Services, LLC base bid amount is $60,043.60 and bid alternate A is $13,399.40. The FAA is funding 95% of this project, FDOT is funding 4% and the Airport fund will pay 1%.

RECOMMENDATION:

Staff recommends that the City Commission award Airfield Marking Project to Hi-Lite Airfield Services, LLC for the base bid amount of $60,043.60 and the bid alternate A amount of $13,399.40 for a total of $73,443.00.

BACKGROUND/DISCUSSION:

Completion of plan is expected to be completed in Fall of 2025.

120 S. Florida Ave.
DeLand, FL 32720
Phone: 386-626-7000
Fax: 386-626-7140

BID TABULATION SHEET

Bid Title: Airfield Markings
Bid No: B-24-13
OPENING DATE & TIME: November 7, 2024 @ 3:00 PM
POSTING DATE: November 12, 2024 **POSTED BY: Corey McMillen**

Vendor	City, State	Base Bid	Alternate Bid
Hi-Lite Airfield Services, LLC	**Watertown, NY**	**$60,043.60**	**$13,437.00**
Better Barricades, Inc.	New Smyrna Beach, FL	$79,534.00	$24,026.00
Remac, Inc.	Freeman, VA	$90,929.70	$53,100.40
Hasco, Inc.	Greensboro, NC	$98,993.00	$31,437.00

Tabulation represents the lowest-responsive bidder and the recommended awardee of the City of DeLand. *Bid tabulations are posted to DemandStar at www.demandstar.com & VendorLink at www.vendorlink.com.*

AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan Street, Suite 200 Orlando, FL 32822 Phone: (407) 599-1122 Fax: (407) 599-1133 www.avconinc.com

July 22nd, 2025

Mr. John Eiff
Airport Manager
City of DeLand
1000 Flightline Blvd
DeLand, FL 32720

Re: Recommendation to Award
DeLand Municipal Airport (DED)
B-24-13 - Airfield Markings

Dear Mr. Eiff:

On November 7, 2024 at 3:00PM, the City received bids on the above-referenced project. A total of four (4) bids were received as follows:

Bidder	Base Bid	Bid Alternate A
Hi-Lite Airfield Services, LLC	$60,043.60	$13,399.40
Better Barricades, Inc.	$79,534.00	$24,026.00
Hasco, Inc.	$98,993.00	$31,437.00
Remac, Inc.	$90,929.70	$53,100.40

Attached is the bid tabulation.

The apparent low bidder is **Hi-Lite Airfield Services, LLC (Hi-Lite)** whose **Base Bid Total is $60,043.60** and **Bid Alternate A Total is $13,399.40**. Hi-Lite submitted the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1 & 2, a list of various projects completed in the last five years ranging in value from $1.3k to $14.5M as well as certain other required proposal documents. Regarding the DBE goal set for the project of 14.37%, Hi-Lite advised "This project consists entirely of work that Hi-Lite does. It would not make sense for us to have any of the work done by anyone else" and they submitted a partially completed response regarding their Good Faith Efforts. We believe this to be sufficient given the nature of the project.

The second low bid was from Better Barricades, Inc. whose Base Bid Total is $79,534.00 and Bid Alternate A Total is $24,026.00. Better Barricades also submitted the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendums 1 & 2, a list of ten similar projects,

as well as certain other required proposal documents. Regarding the DBE goal set for the project of 14.37%, Better Barricades advised “BBI performs specialty work and there are no DBE subcontractors in our area of operations” and they submitted a primarily blank response regarding Good Faith Efforts. We believe this to be sufficient given the nature of the project.

Notwithstanding the City’s Legal Counsel review, **AVCON** recommends award of the contract to **Hi-Lite Airfield Services, LLC for the Total Base Bid amount of Sixty Thousand, Forty-Three Dollars and 60/100 ($60,043.60) and for the Total Bid Alternate A amount of Thirteen Thousand, Three Hundred Ninety-Nine Dollars and 40/100 ($13,399.40)**, subject to the availability of funding.

We stand ready to assist the City in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.



Daniel J. Nickols, Jr., P.E.
Senior Project Manager

Attachment: Bid Tabulation

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Resolution Supporting Completion of Improvements to Interstate 4, St. Johns River Bridge.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

SunRail, Wekiva Parkway and the Interstate 4 (I-4) Master Plan have a profound impact on Central Florida's transportation system. These three projects demonstrate our regional commitment to collaboration across jurisdictions for long-term regional and statewide benefits. Interstate 4 serves critical interstate, intrastate and regional needs and is considered the backbone of Central Florida's regional transportation system. FDOT is now working on extending the I-4 improvements, including managed toll lanes, from the terminus just north of SR 434 in Seminole County to SR 472 in Volusia County.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating the connected community.

SUSTAINABILITY:

Efficient transportation.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution Supporting Completion of Improvements to I-4, St. Johns River Bridge.

BACKGROUND/DISCUSSION:

The original I-4 Master Plan was adopted by local planning agencies over three decades ago, and has been revised over time to provide additional highway and transit capacity in this critical corridor. An innovative component of the I-4 Master Plan was the introduction of managed lanes in the corridor, a new approach to tolling in Central Florida, with these lanes being tolled for the purpose of improving the flow of traffic and providing an additional funding source. The initial segment of the ultimate configuration concept is constructed between just south of Kirkman Road in Orange County to just north of SR 434 in Seminole County.

The Florida Department of Transportation (FDOT) has identified the I-4 Corridor as the state's most critical transportation corridor. FDOT is now working on extending the I-4 improvements, including managed toll

lanes, from the terminus just north of SR 434 in Seminole County to SR 472 in Volusia County. The St. Johns River Bridge, included in Segment 4, is a critical component of the I-4 improvements extending from east of US 17/92 to east of SR 472 in Volusia County but remains unfunded. I-4 traffic congestion on the St. Johns River Bridge significantly impacts Highway 17-92 through neighboring communities in Volusia County including DeLand, increasing traffic volumes and congestion as travelers bypass I-4 backups, affecting local communities for over a decade.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, SUPPORTING METROPLAN ORLANDO AND OTHERTRANSPORTATION AUTHORITIES' STRATEGIC INITIATIVES TO EXPEDITE THE COMPLETION OF IMPROVEMENTS TO THE INTERSTATE 4, ST. JOHNS RIVER BRIDGE.

WHEREAS, three major projects of true regional significance, SunRail, the Wekiva Parkway and the Interstate 4 (I-4) Master Plan that have a profound impact on Central Florida's transportation system were recently completed; and

WHEREAS, these three projects demonstrate our regional commitment to collaboration across jurisdictions for long-term regional and statewide benefits; and

WHEREAS, I-4 serves critical interstate, intrastate and regional needs and is considered the backbone of Central Florida's regional transportation system; and

WHEREAS, the original I-4 Master Plan was adopted by local planning agencies over three decades ago, and has been revised over time to provide additional highway and transit capacity in this critical corridor; and

WHEREAS, an innovative component of the I-4 Master Plan was the introduction of managed lanes in the corridor, a new approach to tolling in Central Florida, with these lanes being tolled for the purpose of improving the flow of traffic and providing an additional funding source; and

WHEREAS, the initial segment of the ultimate configuration concept is constructed between just south of Kirkman Road in Orange County to just north of SR 434 in Seminole County; and

WHEREAS, the movement of freight and goods, in Central Florida is heavily dependent on the efficient operation of the I-4 Corridor; and

WHEREAS, Florida Department of Transportation (FDOT) has identified the I-4 Corridor as the state's most critical transportation corridor; and

WHEREAS, the truck parking shortage within the I-4 Corridor has been identified as the most important issue for commercial truck drivers leading FDOT to complete a truck parking study that identified locations for additional truck parking within the I-4 Corridor; and

WHEREAS, FDOT is now working on extending the I-4 improvements, including managed toll lanes, from the terminus just north of SR 434 in Seminole County to SR 472 in Volusia County; and:

WHEREAS, the St. Johns River Bridge, included in Segment 4, is a critical component of the I-4 improvements extending from east of US 17/92 to east of SR 472 in Volusia County but remains unfunded; and

WHEREAS, I-4 traffic congestion on the St. Johns River Bridge significantly impacts Highway 17-92 through neighboring communities in Volusia County including DeLand, increasing traffic volumes and congestion as travelers bypass I-4 backups, affecting local communities for over a decade; and

WHEREAS, the St. Johns River Bridge and surrounding areas are among the most accident-prone segments of the I-4 corridor, frequently causing traffic backups and prompting detours through impacted neighborhoods, creating public safety hazards.

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

Section 1. That the City of DeLand supports the Florida Department of Transportation (FDOT) in their pursuit of additional new funds and/or creative funding mechanisms to expedite the completion of Segment 4, including managed and merging lanes over the St. Johns River Bridge.

Section 2. If additional funding is limited, the City of DeLand urges that priority be given to incremental improvements and expansion of the St. Johns River Bridge to alleviate traffic congestion, enhance safety, and mitigate the impact on local roadways.

Section 3. The City of DeLand commends the Florida Department of Transportation for the work they have done to advance the Interstate 4 (I-4) improvements that will accelerate meeting the mobility needs and economic development interests of Central Florida.

Section 4. The City of DeLand expects regular updates from the Florida Department of Transportation as major milestones are reached and additional information becomes available that will impact the I-4 improvements.

PASSED AND DULY ADOPTED this 4th day of August, 2025

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Resolution Approving Procurement of Short-Barreled Rifles Using "Special Law Enforcement Trust Fund."

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Resolution, Bully Arms Estimate

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

Short-barreled rifles (SBR) are a valuable tool for law enforcement due to their compact design and maneuverability. SBR's are defined as rifles with barrels shorter than 16 inches and an overall length of less than 26 inches. DPD will utilize its procured SBR's to enhance officer and public safety during special events, including large-scale gatherings, parades, protests, and high-risk public functions. Short-barreled rifles can be concealed in a discreet modern backpack so they won't be visible to the citizens.

Over the past year, the City of DeLand has experienced an increase in the number and size of public events requiring law enforcement presence. Many of these events present unique security challenges, including large crowds, elevated threat levels, and the potential for civil unrest. Current department-issued equipment is adequate for routine patrol functions but lacks the specialized capabilities needed to respond effectively to high-risk or rapidly evolving situations that may arise during special events.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

The proposed procurement of 16 short-barreled rifles is an eligible use of the proceeds of civil forfeitures under the provisions of Section 932.7055(5)(c), *Florida Statutes*, which pertains to the administration of the "Special Law Enforcement Trust Fund." Thus, the procurement is a sound use of a funding source which has no impact upon the taxpayers of the City. The total of this purchase is $35,840.

RECOMMENDATION:

The staff recommends that the City Commission approve the Resolution which authorizes the procurement of short-barreled rifles using funds derived from the "Special Law Enforcement Trust Fund."

BACKGROUND/DISCUSSION:

As other municipalities such as Louisiana have experienced, threats during special events can escalate without warning. Advanced weapon systems, when deployed by properly trained personnel, allow for quicker threat

mitigation and a stronger deterrent presence.

Many law enforcement agencies across the state and nation have upgraded their tactical equipment in response to increasing public safety demands during special events. This request is consistent with evolving professional standards and risk-based resource planning.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, RELATING TO A PURCHASE BY THE CITY AND APPROVING THE EXPENDITURE FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND FOR THE PURCHASE OF SIXTEEN SHORT-BARRELED RIFLES OF WHICH EXPENDITURE IS NOT A NORMAL OPERATING EXPENSE OF THE CITY OF DELAND POLICE DEPARTMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION FOR THE PROCUREMENT AND EXPENDITURE; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, short-barreled rifles (SBR's), which are defined as rifles with barrels shorter than 16 inches and an overall length of less than 26 inches, are a valuable tool for law enforcement due to their compact design and maneuverability; and

WHEREAS, the City of DeLand Police Department desires to procure SBR's to enhance officer and public safety during special events, including large-scale gatherings, parades, protests, and high-risk public functions; and

WHEREAS, over the past year, City of DeLand has experienced an increase in the number and size of public events requiring law enforcement presence. Many of these events present unique security challenges, including large crowds, elevated threat levels, and potential for civil unrest. Current department-issued equipment is adequate for routine patrol functions but lacks the specialized capabilities needed to respond effectively to high-risk or rapidly evolving situations that may arise during special events.; and

WHEREAS, a**s** other municipalities such as Louisiana have experienced, threats during special events can escalate without warning. Advanced weapon systems—when deployed by properly trained personnel—allow for quicker threat mitigation and a stronger deterrent presence. By equipping our officers with appropriate tools it ensures they can respond safely and effectively to violent incidents, active shooter threats, or coordinated attacks; and

WHEREAS, the DeLand Police Department does not currently have SBR's in its arsenal and the purchase of such weapons does not constitute a normal operating expense of the City or the Police Department; and

WHEREAS, Section 932.7055, *Florida Statutes*, *the Florida Contraband and Forfeiture Act*, authorizes the expenditure of law enforcement trust funds to provide additional equipment to the Department's officers and the funds are available in the Special Law Enforcement Trust Fund account for the City of DeLand Police Department; and

WHEREAS, the City of DeLand desires to use public funds in the most prudent and beneficial manner; and

WHEREAS, the Chief of Police of the City of DeLand Police Department has recommended adoption of this resolution and determined that the proposed expenditure complies with the *Florida Contraband Forfeiture Act*, and all applicable laws, rules, regulations and guidelines governing the expenditure of funds deposited in the Special Law Enforcement Trust Fund; and

WHEREAS, the City finds the expenditure is in the public interest; and

WHEREAS, the City Commission of the City of DeLand hereby determines that the adoption of this Resolution is in the best interests of the health, safety and welfare of the citizens of the City of DeLand

NOW, THEREFORE, BE IT RESOLVED 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 Resolution the recitals (whereas clauses) to this Resolution.

(b). The City Commission of the City of DeLand hereby determines that the adoption of this Resolution and taking the actions set forth herein would be in the public interest and serve a public purpose.

(c). The City of DeLand has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

Section 2. Procurement of Short Barreled Rifles; Special Law Enforcement Trust Fund.

The City Commission hereby approves the expenditure from the Special Law Enforcement Trust Fund for the purchase of short-barreled rifles in a number approved by the City Manager upon recommendation by the City Police Chief.

Section 3. Implementing administrative actions.

The City Manager, City Clerk and City Attorney are hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution to include, but not be limited to, the approval and execution of procurement documents relating to the procurement of short-barreled rifles.

Section 4. Savings.

All prior actions of the City Commission relating to City procurement and purchasing matters, and any and all related activities, as well as the activities of the City of DeLand's Police Department are hereby ratified and affirmed.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 6. Severability.

If any section, sentence, phrase, word, or portion of this Resolution 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 Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 7. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 4th day of August, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

ESTIMATE

Bully Arms
1525 Old Daytona Cir
Deland, FL 32724

Bullyarmsllc@gmail.com
+1 (386) 747-5519
https://Bullyarms.com

Bill to
Deland Police Department
219 W Howry Ave
Deland, FL 32720
United States

Ship to
Deland Police Department
219 W Howry Ave
Deland, FL 32720
United States

Shipping info
Ship via: Delivery

Estimate details
Estimate no.: 1009
Estimate date: 06/17/2025

#	Date	Product or service	SKU	Description	Qty	Rate	Amount
1.	02/19/2025	**Services**		Bully Arms .223/5.56 Duty Rifle 7.5" Patrol Package No Light	16	$930.00	$14,880.00
2.	02/19/2025	**Services**		Aimpoint Duty RDS Red Dot Reflex Sight 200759	16	$510.00	$8,160.00
3.	02/19/2025	**Services**		Gemtech Abyss 556 Direct Thread suppressor	16	$550.00	$8,800.00
4.		**Services**		Law Tactical Folding Adapter	16	$250.00	$4,000.00
				Total			**$35,840.00**

Accepted date

Accepted by

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Resolution Approving Donation to the Police Athletic League from the Forfeiture Trust Fund.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

The DeLand Police Department desires to donate $10,000 to DeLand Police Athletic League, Inc. using funds from the law enforcement trust fund which is established and funded with the proceeds of civil forfeiture of contraband in accordance with the provisions of Section 932.7055, Florida Statutes.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed donation to the police athletic league is an eligible use of forfeited funds under the provisions of Section 932.7055(5)(c), *Florida Statutes*, which pertains to the administration of the “Special Law Enforcement Trust Fund." Thus, the procurement is a sound use of a funding source which has no impact upon the taxpayers of the City.

The donation is not in the FY 24/25 Budget, therefore, it will be included in a future budget amendment presented to the City Commission for approval.

RECOMMENDATION:

Approve the payment of $10,000 to the DeLand Police Athletic League, Inc. from the law enforcement trust fund.

BACKGROUND/DISCUSSION:

Confiscated funds derived from civil forfeiture cases arising out of criminal investigations are deposited into a special law enforcement trust fund as required by Section 932.7055, Florida Statutes. These funds can only be used for certain law enforcement-related purposes, and cannot be used for the Police Department's normal operating expenses. The DeLand Police Department sponsors the DeLand Police Athletic League and wishes to again make an annual contribution to the operation of the organization. The Florida Attorney General's office has previously determined that such an expenditure is an appropriate and lawful use of confiscated funds.

RESOLUTION NO. 2025 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, RELATING TO A PURCHASE BY THE CITY AND APPROVING THE EXPENDITURE FROM THE SPECIAL LAW ENFORCEMENT TRUST FUND FOR A CONTRIBUTION TO THE DELAND POLICE ATHLETIC LEAGUE IN THE AMOUNT OF $10,000.00 WHICH EXPENDITURE IS NOT A NORMAL OPERATING EXPENSE OF THE CITY OF DELAND POLICE DEPARTMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION FOR THE EXPENDITURE; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the DeLand Police Department sponsors a police athletic league which is run by an independent, not-for-profit organization; and

WHEREAS, the Florida Attorney General has opined that the funding of a police athletic league is a proper expenditure of forfeited funds pursuant to Section 932.7055, *Florida Statutes*, *the Florida Contraband and Forfeiture Act* (See AGO 91-84) and the funds are available in the Special Law Enforcement Trust Fund account for the City of DeLand Police Department; and

WHEREAS, the City of DeLand desires to contribute the sum of $10,000.00 to the DeLand Police Athletic League for fiscal year 2025-2026; and

WHEREAS, the Chief of Police of the City of DeLand Police Department has recommended adoption of this resolution and determined that the proposed expenditure complies with the *Florida Contraband Forfeiture Act*, and all applicable laws, rules, regulations and guidelines governing the expenditure of funds deposited in the Special Law Enforcement Trust Fund; and

WHEREAS, the City finds the expenditure is in the public interest; and

WHEREAS, the City Commission of the City of DeLand hereby determines that the adoption of this Resolution is in the best interests of the health, safety and welfare of the citizens of the City of DeLand

NOW, THEREFORE, BE IT RESOLVED 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 Resolution the recitals (whereas clauses) to this Resolution.

(b). The City Commission of the City of DeLand hereby determines that the adoption

of this Resolution and taking the actions set forth herein would be in the public interest and serve a public purpose.

(c). The City of DeLand has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

Section 2. Payment of Funds to the DeLand Police Athletic League, Inc. from the Special Law Enforcement Trust Fund.

The City Commission hereby approves the expenditure from the Special Law Enforcement Trust Fund for the payment to the DeLand Police Athletic League, Inc. in the amount of $10,000.00 upon recommendation by the City Police Chief.

Section 3. Implementing administrative actions.

The City Manager, City Clerk, City Finance Director and City Attorney are hereby generally authorized to take any and all actions necessary and appropriate to implement the provisions of this Resolution to include, but not be limited to, processing payment to the DeLand Police Athletic League, Inc.

Section 4. Savings.

All prior actions of the City Commission relating to City procurement and purchasing matters, and any and all related activities, as well as the activities of the City of DeLand's Police Department are hereby ratified and affirmed.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 6. Severability.

If any section, sentence, phrase, word, or portion of this Resolution 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 Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 7. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 4th day of August, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Consideration re Ground Lease Termination, Prospect Real Estate LLC, Located at 1991 and 1993 Industrial Drive.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Prospect Lease Termination 1991 & 1993

APPROVED BY: Michael Pleus, City Manager, July 31, 2025

SUMMARY/HIGHLIGHT:

Prospect Real Estate LLC, is an established partner and operator of 1991 & 1993 Industrial Drive at the DeLand Airport. Due to the primary owner's interest in constructing a new hangar at 1995 Industrial Drive, the City, in cooperation with Prospect Real Estate, is terminating the current lease and replacing with two separate leases - one lease will cover property at 1991 & 1993 Industrial Drive and the other for aviation-only use at 1995 Industrial Drive. Approval of this measure will cancel the current ground lease arrangements on record. Terms and conditions of the new leases are similar to those currently required of other airport tenants.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The terminated ground lease will be replaced with two new leases resulting in an increased revenue of $8,769.00.

RECOMMENDATION:

Staff recommends that the City Commission approves the termination of the existing lease.

BACKGROUND/DISCUSSION:

Due to the primary owner's interest in constructing a new hangar, the City in cooperation with Prospect is terminating the current lease and replacing it with two new leases - one lease will cover property at 1991 & 1993 Industrial Drive and another for an aviation-only use at 1995 Industrial Drive.

LEASE TERMINATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of April, 2025 by and between the **CITY OF DELAND**, a Florida Municipal Corporation, ("Landlord") and **PROSPECT REAL ESTATE DELAND, LLC.**, a Florida limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Ground Lease Agreement dated March 17, 1995, as modified by that certain First Amendment to Ground Lease Agreement effectively dated May 5, 1998 and that certain Second Amendment effectively dated May 4, 1998 as memorialized by that certain Short Form Memorandum of Ground Lease recorded in Book 4140 at Page 1525 and as assigned pursuant to that certain Assignment and Assumption of Ground Lease dated March 31, 2022 recorded in Book 4373, Page 4959, and subsequently assigned to Tenant pursuant to that certain Assignment and Assumption of Ground Lease dated March 31, 2022 recorded in Book 8230, Page 2856, all of the Official Records of Volusia County, Florida and Landlord and Tenant are also parties to that certain Ground Lease Agreement dated January 29, 1996, as modified by that certain First Amendment to Ground Lease Agreement dated August 6, 1996 and that certain Second Amendment to Ground Lease Agreement May 4, 1998 as memorialized by that certain Short Form Memorandum of Ground Lease recorded in Book 4373, Page 4969, as amended in Book 4373, Page 4975, and assigned to Tenant in Book 8230, Page 2856, all of the Official Records of Volusia County, Florida (both leases, as modified and assigned are referred to as the "Ground Leases"); and

WHEREAS, Tenant is entering into a new ground lease for the majority of the real property which is subject to the Ground Leases and, at the same time, entering into a new and separate ground lease for an adjacent portion of land; and

WHEREAS, Landlord and Tenant desire to terminate the Ground Leases prior to their stated expiration date and be relieved of their obligations thereunder, and Landlord is willing to terminate the Ground Leases on the terms and conditions of this Agreement and for the reasons aforesaid.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. Termination of Lease. The Ground Leases shall terminate effective as of the end of the calendar day July 31, 2025, *nunc pro tunc* from the date of execution of this Agreement (the "Termination Date").

2. Rent Releases. Landlord hereby releases Tenant from the obligation to pay the balance of the rentals due under the Ground Leases which become due after the Termination Date. All other obligations relating to the lease which would survive the expiration of the Lease by its terms shall remain in effect, including but not limited to liability for any environmental contamination.

3. Authority. Each party represents to the other that it has full power and authority to execute this Agreement.

4. Whole Agreement. The mutual obligations of the parties as provided herein are the sole consideration for this Agreement, and no representations, promises or inducements have been made by the parties other than as appear in this Agreement. This Agreement shall not be amended or modified except in writing signed by both parties.

5 Miscellaneous. The warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. This Agreement shall inure to the benefit of, and be binding upon, the heirs, successors and assigns of the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF DELAND, a Florida
Municipal Corporation

By: _____
Christopher M. Cloudman, Mayor
Mayor – Commissioner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, on this __ day of _____, 2025, by Christopher M. Cloudman, Mayor of the City of DeLand, who is personally known to me or who has/have produced _____ as identification.

NOTARY SEAL _____
Name:
Notary Public
Serial Number:
My Commission Expires:

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

TENANT:
PROSPECT REAL ESTATE DELAND, LLC

By: _____
Richard G. Zahn, Sr.

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, on this __ day of _____, 2025, by Richard G. Zahn, Sr. of, PROSPECT REAL ESTATE DELAND LLC, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL _____
Name:
Notary Public
Serial Number:
My Commission Expires:

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Consideration re New Ground Lease Agreement, Prospect Real Estate LLC, Located at 1991 and 1993 Industrial Drive.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Prospect Lease 1991 1993 Industrial

APPROVED BY: Michael Pleus, City Manager, July 31, 2025

SUMMARY/HIGHLIGHT:

Prospect Real Estate LLC, is an established partner and operator at 1991 & 1993 Industrial Drive at the DeLand Airport. Due to the primary owner's interest in constructing a new hangar at 1995 Industrial Drive, the City in cooperation with Prospect is amending their current lease for property at 1991 & 1993 Industrial Drive and establishing a new lease for aviation-only use at 1995 Industrial Drive. Terms and conditions of the new leases are similar to those currently required of other airport tenants.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The current/proposed lease rate of $0.27 per square foot will stay in effect pending any upcoming COLA increases. The land area associated with the lease is 125,061 square feet which results in an annual income of $33,766.44.

RECOMMENDATION:

Staff recommends that the City Commission approves the new ground lease proposal.

BACKGROUND/DISCUSSION:

Due to the primary owner's interest in constructing a new hangar, the City in cooperation with Prospect is amending their ground lease agreement into two separate leases - one lease will cover property at 1991 & 1993 Industrial Drive and the other for aviation-only use at 1995 Industrial Drive.

GROUND LEASE AGREEMENT

The City of DeLand, a municipal corporation (hereinafter referred to as "Lessor"), and Prospect Real Estate DeLand, LLC, a Florida limited liability company, with its principal office address of 1993 Industrial Drive (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), dated this __ day of August, 2025**,** hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee 125,061square feet of land described in the attached Exhibit A, which is located at 1991 Industrial Drive and 1993 Industrial Drive at the DeLand Municipal Airport in Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

Section 2. Term. This Lease shall be for a term of approximately twenty (20) years, beginning August 1, 2025, *nunc pro tunc* from the execution of this Agreement, and ending on July 31, 2045, unless sooner terminated as provided below

Section 3. Purposes. The leased premises shall be used for office space only, including rental offices. Lessee shall not use or permit the use of the leased premises for any purpose that is unlawful, that would violate any applicable zoning ordinance or land use restriction, or that would materially interfere with the use and enjoyment of neighboring properties.

Section 4. Renewals. As long as the Lessee is completely current with its rent payments and otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this lease, upon proper notice, for one (1) additional fifteen (15) year term and, if said renewal option is exercised, thereafter for one (1) additional fifteen (15) year term, under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. Written notice of the Lessee's intention to renew shall be sent to Lessor not less than 90 days or more than 180 days prior to the expiration date of the initial term of this lease and any renewal term of this lease

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises, the sum of THIRTY-THREE THOUSAND SEVEN HUNDRED SIXTY-SIX AND 44/100 DOLLARS ($33,766.44) annually, payable in twelve (12) equal month installments of $2,813.87 due in advance on the first day of each month. All rent shall be subject to the state and or local sales taxes at the rate or rates, then in effect, which shall be due and payable at the same time as the rent installments. The rent payable hereunder shall be modified as follows:

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

adjustment shall be determined by applying the change in the Consumer Price Index to Lessee's annual rent at the time the notice is sent and shall become effective for the following year beginning on the yearly anniversary date of this Agreement; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this Section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%.

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

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

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

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

Section 7. Security deposit. This section intentionally omitted.

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

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

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

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

Section 11. Water and sewer connections. Lessee shall connect the water and sewer systems on the premises to the airport water and sewer systems provided by Lessor. However, Lessor may permit Lessee to maintain additional water and sewer facilities on the premises if necessary to the carrying out of Lessee's activities on the premises.

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

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

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

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

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

A. All building, zoning, sign, airport development and fire protection regulations.

B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.

C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.

D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

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

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

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

a list of the types, contents and quantities of any flammable liquids which will be maintained on the leased premises. Any additions to that list shall be sent within five (5) days after receipt by Lessee of the liquid in question.

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

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

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

E. The use of the premises for residential, labor camp or trailer court purposes.

F. The dumping, storage, disposal or incineration of junk, sewage, garbage or refuse.

G. The storage or repair of any motor vehicles, equipment or machinery not directly used by Lessee in the primary use of the premises.

H. Smelting, stockyards or large animal raising.

Section 19. Environmental matters.

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

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

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

leased premises after any remediation, and require Lessee to take appropriate action to remedy and/or cause to be remedied any further defect or contamination resulting from this tenancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting from the storage, handling or disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than $1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

Section 25. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Airport, its appurtenances, facilities or equipment, or caused by any third persons using the Airport or its appurtenances, facilities and

equipment, or navigating any aircraft on or over the Airport, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

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

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

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

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

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

Prospect Real Estate DeLand, LLC
Attn: Richard G. Zahn, Sr.
1993 Industrial Drive
DeLand, Florida 32724

Section 35. Subject to federal deeds and agreements. This Agreement is subject and subordinate to the provisions of a deed from the United States to the City of DeLand dated June 20, 1947, and recorded at Deed Book 365, Page 173, Public Records of Volusia County, Florida, and other existing agreements and leases between Lessor and the United States and any and all future leases, deeds and agreements entered into between the United States and the City of DeLand with reference to the conveyance by the United States to the City of DeLand of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

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

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

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

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

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

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

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

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

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

Section 45. Special terms and conditions. Lessee may rent out office space in either of the buildings located on the leased premises but may not sublet any portion of the leased premises itself (i.e. Lessee may not sublease any of the ground, but may only sublease office spaces). Leasing of office spaces does not require approval by the City of DeLand, except that all subtenants requiring a business tax receipt or permit to operate from the City of DeLand shall obtain such and otherwise operate in compliance with all laws and regulations – their failure to do shall constitute a default under the terms of this Agreement.

No portion of the leased premises outside of the buildings located on the leased premises may be used for any purpose other than vehicular parking for tenants and subtenants and their employees and clients, stormwater retention or open space, per a site plan or other form of development order issued by the City of DeLand.

No portion of the leased premises may be used for the operation of retail business.

Lessee shall reserve fifteen (15) vehicle parking spaces within the parking areas of the leased premises for the use of the tenant(s), and the tenant(s)' employees and business invitees, of the hangar or other building located on the adjacent (to the north) land bearing a street address of 1995 Industrial Drive. The parking spaces shall be in an area or areas that are most convenient for access to 1995 Industrial Drive and the specific locations of the parking spaces shall be approved by City Manager of the City of DeLand, or his designee. Lessee shall be responsible for the repair and maintenance of such spaces (unless due to the negligence of tenant(s), and the tenant(s)' employees and business invitees, of 1995 Industrial Drive) and shall not be entitled to any compensation therefor. This parking space requirement shall remain in place for the entire term of this Agreement, and any renewal or extension hereof, regardless of whether the Lessee is the tenant or has any involvement with the 1995 Industrial Drive property.

Section 46. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties hereto. This Agreement shall be binding

upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

EXECUTED by the Lessee this _____ day of _____, 2025

EXECUTED by the Lessor this _____ day of _____, 2025

CITY OF DELAND, LESSOR

_____
Christopher M. Cloudman
Mayor-Commissioner

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

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

PROSPECT REAL ESTATE DELAND, LLC, LESSEE

By:_____
Richard G. Zahn, Sr.

Address: Prospect Real Estate DeLand, LLC
1991 Industrial Drive
DeLand, Florida 32724

WITNESSES AS TO LESSEE:

_____
(Witness' Signature)

_____
(Print Name)

WITNESSES AS TO LESSEE:

_____
(Witness' Signature)

_____
(Print Name)

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

Sketch of Description

Legal Description: Lease Parcel #2

THAT PART OF THE DELAND MUNICIPAL AIRPORT LYING IN SECTIONS 33 AND 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH EDGE OF RUNWAY 8-26 THAT IS S 83°53'17" W A DISTANCE OF 1732.0 FEET FROM THE CENTERLINE OF RUNWAY 18-36, SAID POINT BEING THE SOUTHWEST CORNER OF THE AIRPORT LANDS NOW LEASED BY ALUMA SHIELD INDUSTRIES, INC., RUN THENCE S 06°06'43" E A DISTANCE OF 225.0 FEET TO THE SOUTH LINE OF SUMMERHILL DRIVE; THENCE N 83°53'17" E ALONG SAID SOUTH LINE A DISTANCE OF 1411.50 FEET TO THE EAST LINE OF INDUSTRIAL DRIVE; THENCE S 01°34'46" W ALONG SAID EAST LINE A DISTANCE OF 609.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 01°34'46" W A DISTANCE OF 319.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 08°06'34" AND A RADIUS OF 530.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 75.01 FEET TO THE NORTHERLY LINE OF EIDSON DRIVE; THENCE S 70°39'52" E ALONG SAID NORTHERLY LINE A DISTANCE OF 225.13 FEET; THENCE S 88°03'45" E A DISTANCE OF 78.01 FEET; THENCE N 01°56'15" E A DISTANCE OF 450.76 FEET; THENCE N 87°40'38" W A DISTANCE OF 123.35 FEET; THENCE S 01°56'15" W A DISTANCE OF 8.00 FEET; THENCE N 87°40'38" W A DISTANCE OF 166.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 125,060.89 SQUARE FEET OR 2.87 ACRES, MORE OR LESS.

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement		
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
		R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	△	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-▫-	- Wood Fence		

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 07/24/25
Drawn By: BMJ
Approved By: PKI
Field: N/A

Sketch and Description Certified To:
KAITLYN PELC

-Notes-

>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

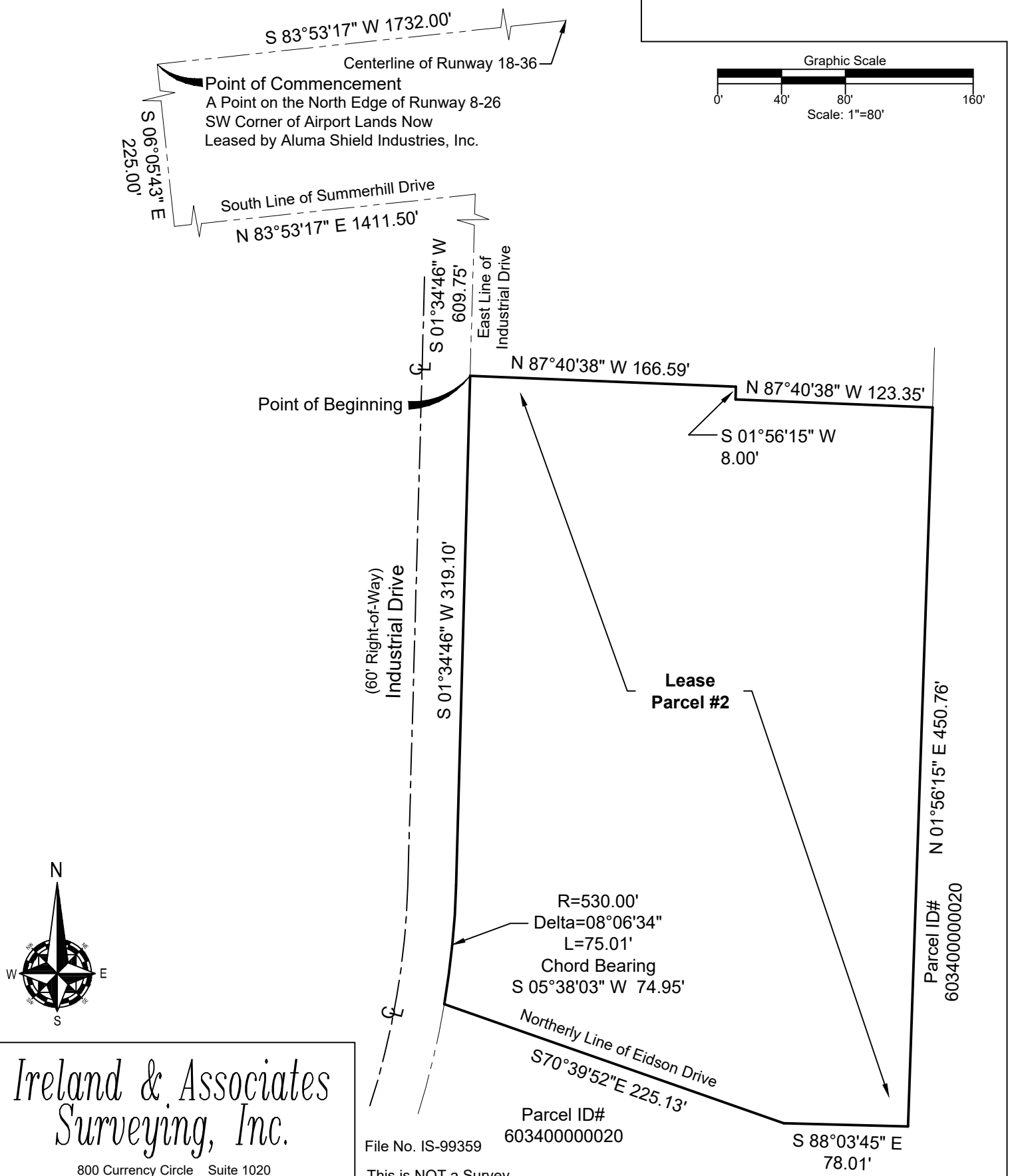
PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Patrick K. Ireland FOR THE FIRM

Patrick K. Ireland, PSM 6637 LB 7623
Date Signed: 07/24/25

This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-99359

Sketch of Description



Ireland & Associates Surveying, Inc.

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

File No. IS-99359

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Consideration re New Ground Lease Agreement, Prospect Real Estate LLC, Located at 1995 Industrial Drive.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Prospect Lease 1995 Industrial

APPROVED BY: Michael Pleus, City Manager, July 31, 2025

SUMMARY/HIGHLIGHT:

Prospect Real Estate LLC, is an established partner and operator at 1991 & 1993 Industrial Drive at the DeLand Airport. Due to the primary owner's interest in constructing a new hangar, the City in cooperation with Prospect is establishing a new aviation lease for 1995 Industrial Drive. Terms and conditions of the new lease are similar to those currently required of other airport tenants.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed lease rate of $0.30 per square foot will stay in effect pending any upcoming COLA increases.The land area associated with the lease is 41,803 square feet which results in an annual income of $12,540.96.

RECOMMENDATION:

Staff recommends that the City Commission approves the new ground lease proposal.

BACKGROUND/DISCUSSION:

Prospect Real Estate LLC, is an established partner and operator at 1991 & 1993 Industrial Drive at the DeLand Airport. Due to the primary owner's interest in constructing a new hangar at 1995 Industrial Drive, the City in cooperation with Prospect is establishing a new aviation lease for 1995 Industrial Drive.

GROUND LEASE AGREEMENT

The City of DeLand, a municipal corporation (hereinafter referred to as "Lessor"), and Prospect Real Estate DeLand, LLC, a Florida limited liability company, with its principal office address of 1993 Industrial Drive (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), dated this __ day of August, 2025**,** hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee 41,803 square feet of land described in the attached Exhibit A, which is located at 1995 Industrial Drive at the DeLand Municipal Airport in Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

Section 2. Term. This Lease shall be for a term of approximately twenty (20) years, beginning August 1, 2025, *nunc pro tunc* from the execution of this Agreement, and ending on July 31, 2045, unless sooner terminated as provided below

Section 3. Purposes. The leased premises shall be used for an aircraft hangar in accordance with Section 4.14, Multiple Commercial Activities, of the Minimum Standards for the DeLand Municipal Airport (KDED). Lessee shall not use or permit the use of the leased premises for any purpose that is unlawful, that would violate any applicable zoning ordinance or land use restriction, or that would materially interfere with the use and enjoyment of neighboring properties.

Section 4. Renewals. As long as the Lessee is completely current with its rent payments and otherwise in full compliance with all of the terms, covenants and conditions of this Agreement, Lessee shall have the right and option to renew this lease, upon proper notice, for one (1) additional fifteen (15) year term and, if said renewal option is exercised, thereafter for one (1) additional fifteen (15) year term, under the same terms and conditions as the initial term of this Agreement, except as those terms and conditions may be modified in accordance with this Agreement. Written notice of the Lessee's intention to renew shall be sent to Lessor not less than 90 days or more than 180 days prior to the expiration date of the initial term of this lease and any renewal term of this lease

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises, the sum of TWELVE THOUSAND FIVE HUNDRED FORTY AND 96/100 DOLLARS ($12,540.96) annually, payable in twelve (12) equal month installments of $1,045.08 due in advance on the first day of each month. All rent shall be subject to the state and or local sales taxes at the rate or rates, then in effect, which shall be due and payable at the same time as the rent installments. The rent payable hereunder shall be modified as follows:

A. Annual cost of living adjustments. At the conclusion of every year of this Agreement, the rent payable by Lessee shall be adjusted for the following year in accordance with this subsection; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%. On June 1st of each year during the initial term or any renewal of this Agreement, Lessor shall use the latest available publications promulgated by the U.S. Department of Labor to determine the average annual change in the Cost of Living Index (All Urban Consumers) for the twelve (12) months immediately preceding that date for which data is available. On or before July 1st of each year, Lessor shall send Lessee written notice of the average annual change in the Cost of

Living Index and the required adjustment, if any, in annual rent and monthly installments, which shall commence on the first day of August following the notice. The annual cost of living adjustment shall be determined by applying the change in the Consumer Price Index to Lessee's annual rent at the time the notice is sent and shall become effective for the following year beginning on the yearly anniversary date of this Agreement; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this Section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%.

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

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

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

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

Section 7. Security deposit. This section intentionally omitted.

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

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

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

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

Section 11. Water and sewer connections. Lessee shall connect the water and sewer systems on the premises to the airport water and sewer systems provided by Lessor. However, Lessor may permit Lessee to maintain additional water and sewer facilities on the premises if necessary to the carrying out of Lessee's activities on the premises.

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

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

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

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

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

A. All building, zoning, sign, airport development and fire protection regulations.

B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.

C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.

D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

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

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

A. The keeping or storage during any 24-hour period of any flammable liquids inside any covered or enclosed portion of the leased premises in excess of the amount of the liquids needed by Lessee for that 24-hour period. Any flammable liquids with a flash point of less than 100 degrees Fahrenheit shall be kept and stored only in safety containers of a type approved by Underwriters' Laboratories and the DeLand Fire Department. For purposes of enforcing this

subsection, Lessee shall send to Lessor not more than 30 days after execution of this Agreement a list of the types, contents and quantities of any flammable liquids which will be maintained on the leased premises. Any additions to that list shall be sent within five (5) days after receipt by Lessee of the liquid in question.

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

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

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

E. The use of the premises for residential, labor camp or trailer court purposes.

F. The dumping, storage, disposal or incineration of junk, sewage, garbage or refuse.

G. The storage or repair of any motor vehicles, equipment or machinery not directly used by Lessee in the primary use of the premises.

H. Smelting, stockyards or large animal raising.

Section 19. Environmental matters.

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

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

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

leased premises after any remediation, and require Lessee to take appropriate action to remedy and/or cause to be remedied any further defect or contamination resulting from this tenancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting from the storage, handling or disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than $1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

Section 25. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Airport, its appurtenances, facilities or equipment, or caused by any third persons using the Airport or its appurtenances, facilities and

equipment, or navigating any aircraft on or over the Airport, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

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

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

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

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

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

Prospect Real Estate DeLand, LLC
Attn: Richard G. Zahn, Sr.
1993 Industrial Drive
DeLand, Florida 32724

Section 35. Subject to federal deeds and agreements. This Agreement is subject and subordinate to the provisions of a deed from the United States to the City of DeLand dated June 20, 1947, and recorded at Deed Book 365, Page 173, Public Records of Volusia County, Florida, and other existing agreements and leases between Lessor and the United States and any and all future leases, deeds and agreements entered into between the United States and the City of DeLand with reference to the conveyance by the United States to the City of DeLand of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

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

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

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

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

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

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

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

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

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

Section 45. Special terms and conditions. Lessee shall have the right to use fifteen (15) vehicle parking spaces within the parking areas located on the adjacent (to the south) property which parking spaces are specifically reserved pursuant to a lease of even date herewith for that property. Use of the parking spaces shall be for the Lessee's, and the Lessee's employees and business invitees.

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

EXECUTED by the Lessee this _____ day of _____, 2025

EXECUTED by the Lessor this _____ day of _____, 2025

*** SIGNATURES ON FOLLOWING PAGE ***

CITY OF DELAND, LESSOR

_____
Christopher M. Cloudman
Mayor-Commissioner

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

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

PROSPECT REAL ESTATE DELAND, LLC, LESSEE

By:_____
Richard G. Zahn, Sr.

Address: Prospect Real Estate DeLand, LLC
1991 Industrial Drive
DeLand, Florida 32724

WITNESSES AS TO LESSEE:

_____
(Witness' Signature)

_____
(Print Name)

WITNESSES AS TO LESSEE:

_____
(Witness' Signature)

_____
(Print Name)

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

Sketch of Description

Legal Description: Lease Parcel #1

THAT PART OF THE DELAND MUNICIPAL AIRPORT LYING IN SECTIONS 33 AND 34, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH EDGE OF RUNWAY 8-26 THAT IS S 83°53'17" W A DISTANCE OF 1732.0 FEET FROM THE CENTERLINE OF RUNWAY 18-36, SAID POINT BEING THE SOUTHWEST CORNER OF THE AIRPORT LANDS NOW LEASED BY ALUMA SHIELD INDUSTRIES, INC., RUN THENCE S 06°06'43" E A DISTANCE OF 225.0 FEET TO THE SOUTH LINE OF SUMMERHILL DRIVE; THENCE N 83°53'17" E ALONG SAID SOUTH LINE A DISTANCE OF 1411.50 FEET TO THE EAST LINE OF INDUSTRIAL DRIVE; THENCE S 01°34'46" W ALONG SAID EAST LINE A DISTANCE OF 490.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 01°34'46" W A DISTANCE OF 119.54 FEET; THENCE S 87°40'38" E A DISTANCE OF 166.59 FEET; THENCE N 01°56'15" E A DISTANCE OF 8.00 FEET; THENCE S 87°40'38" E A DISTANCE OF 123.35 FEET; THENCE N 01°56'15" E A DISTANCE OF 131.31 FEET; THENCE N 88°25'14" W A DISTANCE OF 105.55 FEET; THENCE N 01°56'15" E A DISTANCE OF 30.00 FEET; THENCE N 88°25'14" W A DISTANCE OF 185.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,802.91 SQUARE FEET OR 0.96 ACRES, MORE OR LESS.

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement		
F.E.M.A.	- Federal Emergency Management Agency	PT	- Point of Tangency
		R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	△	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-▫-	- Wood Fence		

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 07/24/25
Drawn By: BMJ
Approved By: PKI
Field: N/A

Sketch and Description Certified To:
KAITLYN PELC

-Notes-

>Sketch is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

Ireland & Associates Surveying, Inc.
800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

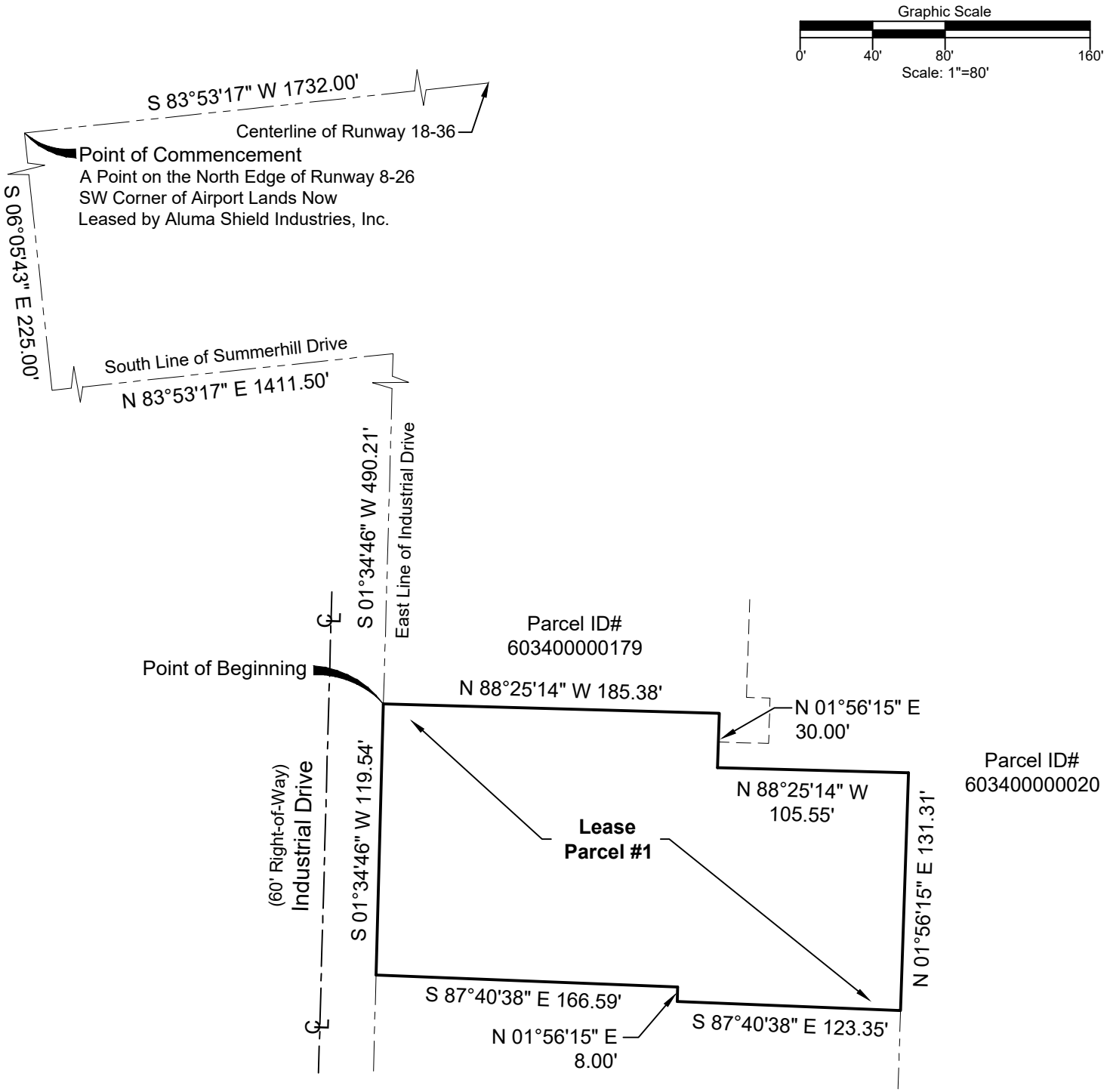
PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Patrick K. Ireland FOR THE FIRM

Patrick K. Ireland PSM 6637 LB 7623
Date Signed: 07/24/25

This Sketch is intended ONLY for the use of Said Certified Parties.
This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
File No. IS-99359

Sketch of Description



Ireland & Associates Surveying, Inc.

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

File No. IS-99359

This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Resolution re Surplus Equipment.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

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

APPROVED BY: Michael Pleus, City Manager, July 31, 2025

SUMMARY/HIGHLIGHT:

The proposed resolution declares certain equipment as surplus and authorizes the City Manager to dispose of same.

The 2014 4X2 Pickup Truck has been deemed a total loss by the insurance company. Accordingly, approval is requested to remove this vehicle from the City's asset list.

Tomoka Correctional Institution has been contacted and has indicated that, at this time, they do not have a need for surplus items. They will reach out to staff when they are ready to begin accepting surplus donations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proceeds from the sale of surplus equipment are included as revenue in the budget.

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

N/A

RESOLUTION 2025–

A RESOLUTION BY THE CITY OF DELAND; FLORIDA, DECLARING CERTAIN PROPERTY SURPLUS; AUTHORIZING DISPOSAL OF THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the disposal of tangible surplus property is authorized by Section 274.06, Florida Statutes; and

WHEREAS, the City Commission hereby finds that the below property is either: obsolete and the continued use of it is uneconomical or inefficient; that it serves no useful function; and/or that it is irreparable; and

WHEREAS, the City Commission hereby finds that it is in the best interests of the City to dispose of said surplus property;

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

Section 1. The following described property is hereby declared surplus, and the City Manager is hereby authorized to dispose of the surplus property in a manner provided by law and to remove the surplus property from the City's fixed assets:

UTILITIES NO. DEPT/ASSET NO.	VEHICLE # CITY WORKS ID	MAKE/MODEL	VIN/SERIAL
4204-5521		2014 4x2 Pickup Truck with Utility Bed & Crane Ford F350 (Totaled by Insurance)	1FDRF3G60EEB42842

POLICE DEPT/ASSET NO.	VEHICLE # CITY WORKS ID	MAKE/MODEL	VIN/SERIAL NO.
1226-5474	1226-14	2013 Ford Interceptor Sedan	1FAHP2MK6DG181694
1226-5651	1226-29A	2016 Ford Taurus Interceptor	1FAHP2MK2GG104180

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

PASSED AND ADOPTED this 4th day of August, 2025.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

M E M O R A N D U M

Date: July 11, 2025

To: Julie Hennessy, City Clerk

From: Jim Ailes, Utilities Director

Re: Surplus Equipment

Listed below is equipment that I need to surplus on the next City Commission Agenda on July 21st, if at all possible. This truck has been totaled out by the insurance company and is waiting to be picked up at the Public Services garage.

Dept.	Asset #	Description	Make	Model	Serial #
4204	5521	2014 4x2 Pickup Truck with Utility Bed & Crane	Ford	F350	1FDRF3G60EEB42842

Cc. Julia Hewitt, Deputy City Clerk
Kieu Moses, Risk/ Safety / Events Manager
Nick Segel, Budget Manager
Stepfanie Cooper-Whites, Administrative Coordinator

DeLand Police Department

Jason D. Umberger
Chief of Police

TO: Julia Hewitt, Deputy City Clerk

FROM: Jason D. Umberger, Chief of Police

SUBJECT: Surplus of Vehicles

DATE: July 3, 2025

Listed below is City equipment we are requesting to surplus as we have received the replacements.

Vehicle	Dept.	Asset #	Make/Model	VIN Number
1226-14	1226	5474	Ford Interceptor Sedan	1FAHP2MK6DG181694
1226-29A	1226	5651	Ford Interceptor SUV	1FAHP2MK2GG104180

219 W. Howry Avenue • DeLand, FL 32720 • Phone: (386) 626-7400 • Fax: (386) 626-6842
www.delandpd.org

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Consideration re Appointments to the Airport Advisory Committee (AAC).

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Member List, Reappointment Emails for Current Members, John Cascio Application, Robbie Warensford Application

APPROVED BY: Michael Pleus, City Manager, July 31, 2025

SUMMARY/HIGHLIGHT:

The following Seats have expired on the AAC:
Seat 1 (Rep. of FBO) - Chris Brown
Seat 2 (Rep. from Flight School) - Dave Alber
Seat 3 (Rep. from Noise Sensitive Community) - Kenneth Luckett
Seat 4 (Rep. of Parachute Manufacturing) - John LeBlanc
Seat 5 (Rep. of Skydive DeLand) - Mike Johnston
ALL of these members have requested reappointment.

In addition, Seat 6 (Aviation Tenant) is vacant. Staff has received two (2) applications for Seat 6 as follows:
John Cascio (Aviation Tenant)
Robbie Warensford (Aviation Tenant)

Pursuant to the City Commission's board appointment procedure, the applicant has been invited to attend this Commission meeting.

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
1) Reappoint: Chris Brown, and John LeBlanc to the Airport Advisory Committee for terms to expire August 1, 2027;
2) Reappoint: Dave Alber, Kenneth Luckett, and Mike Johnston to the Airport Advisory Committee for terms to expire August 1, 2028; and
3) Appoint either John Cascio or Robbie Warensford to Seat 6 on the Airport Advisory Committee for a term to expire August 1, 2027.

BACKGROUND/DISCUSSION:

AIRPORT ADVISORY COMMITTEE

Revised 04/19/2024 — 7 Members; 2-year Terms

SEAT NO.	MEMBER	ZIP CODE	TELEPHONE	APPOINTED	TERM EXPIRES*
1.	**Rep. of FBO** Chris Brown chrisbrown@delandaviation.com		386-846-1562 (C)	1-22-18	08-01-24
2.	**Rep. of DeLand Flight Training School** Dave Alber dalber@flycda.com		238-7270 (C) 453-3199 (H)	11-03-14	08-01-25
4.	**Rep. of Noise Sensitive Community** Kenneth Luckett flightexams@aol.com		235-8378 (O)	11-03-14	08-01-25
4.	**Rep. of Parachute Equip. Manufacturing** John LeBlanc John@performancedesigns.com		738-2224 (O) 822-4264 (H) 804-2318 (C)	11-03-14	08-01-24
5.	**Rep. of Skydive DeLand** Mike Johnston mike@skydivedeland.com		801-4850 (C) 738-3539 (O)	08-17-09	08-01-25
6.	**Aviation Tenant** Vacant				
7.	**T-hangar Tenant** Mike Bickerstaff mhbickerstaff@gmail.com			04-01-24	08-01-26

*Two-year terms.

RESPONSIBILITY: The Airport Advisory Committee shall meet at least once a year unless there are policy recommendations for which the Committee's input is being sought. The mission of the Airport Advisory Committee shall be to review and make recommendations on airport policies, procedures and plans as requested by the City Commission or staff. The Committee may also make recommendations to maintain and improve airport safety, operational policies, and the economic viability of the DeLand Municipal Airport.

Mindy Considine

From: Chris brown <chrisbrown@delandaviation.com>
Sent: Tuesday, June 10, 2025 3:47 PM
To: Mindy Considine
Subject: Re: AAC Re-appointments
Attachments: MEMBERS 2024 Reconstituted Committee.doc

Please renew my seat.

Thank you

Chris Brown
Deland Aviation | Avia Flight Academy International
386-740-1955

Sent from my iPhone

On Jun 10, 2025, at 3:32 PM, Mindy Considine <considinem@deland.org> wrote:

Good afternoon,

The following committee members are either expired or soon to be expired. If you would like to stay on the Airport Advisory Committee, please e-mail us that you would like to renew your seat.

Chris Brown
Dave Alber
Ken Luckett
John LeBlanc
Mike Johnston

Thank you,

Mindy Considine, ACE
Office Administrator
City of DeLand, FL
386-626-7242

DeLand

Mindy Considine

From: dalber flycda.com <dalber@flycda.com>
Sent: Thursday, June 12, 2025 9:46 AM
To: Mindy Considine
Subject: Re: AAC Re-appointments

Mindy,

Yes I would like to renew my seat on the Airport Advisory Committee.

David Alber

From: Mindy Considine <considinem@deland.org>
Sent: Tuesday, June 10, 2025 3:31 PM
To: Chris Brown <chris@delandaviation.com>; dalber flycda.com <dalber@flycda.com>; John Eiff <Eiffj@deland.org>; John Leblanc <john@performancedesigns.com>; Ken Luckett <flightexams@aol.com>; Mike Bickerstaff <mhbickerstaff@gmail.com>; Mike Johnston <mljohnston@cfl.rr.com>; Mindy Considine <considinem@deland.org>
Subject: AAC Re-appointments

Good afternoon,

The following committee members are either expired or soon to be expired. If you would like to stay on the Airport Advisory Committee, please e-mail us that you would like to renew your seat.

Chris Brown
Dave Alber
Ken Luckett
John LeBlanc
Mike Johnston

Thank you,

Mindy Considine, ACE
Office Administrator
City of DeLand, FL
386-626-7242

DISCLAIMER: The information contained in this electronic message is legally privileged and confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient you are hereby notified that any dissemination of this e-mail or any of its attachments or components may constitute a violation of Florida Statute 119. If you have received this e-mail in error, immediately destroy the document, and please contact the sender. Please note that Florida has a broad public records law, and that all correspondence with us via email may be subject to disclosure.

Verification: This message sent from considinem@deland.org

Mindy Considine

From: John LeBlanc <John@Performancedesigns.com>
Sent: Wednesday, June 11, 2025 8:57 AM
To: Mindy Considine
Cc: John Eiff
Subject: RE: AAC Re-appointments

I would like to continue my current role on the advisory committee.

John LeBlanc

From: Mindy Considine <considinem@deland.org>
Sent: Tuesday, June 10, 2025 3:32 PM
To: Chris Brown <chris@delandaviation.com>; Dave Alber <dalber@flycda.com>; John Eiff <Eiffj@deland.org>; John LeBlanc <John@Performancedesigns.com>; Ken Luckett <flightexams@aol.com>; Mike Bickerstaff <mhbickerstaff@gmail.com>; Mike Johnston <mljohnston@cfl.rr.com>; Mindy Considine <considinem@deland.org>
Subject: AAC Re-appointments

Good afternoon,

The following committee members are either expired or soon to be expired. If you would like to stay on the Airport Advisory Committee, please e-mail us that you would like to renew your seat.

Chris Brown
Dave Alber
Ken Luckett
John LeBlanc
Mike Johnston

Thank you,

Mindy Considine, ACE
Office Administrator
City of DeLand, FL
386-626-7242

DISCLAIMER: The information contained in this electronic message is legally privileged and confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient you are hereby notified that any dissemination of this e-mail or any of its attachments or components may constitute a violation of Florida Statute 119. If you have received this e-mail in error, immediately destroy the document, and please contact the sender. Please note that Florida has a broad public records law, and that all correspondence with us via email may be subject to disclosure.

Verification: This message sent from considinem@deland.org

Mindy Considine

From: mljohnston@cfl.rr.com
Sent: Tuesday, June 10, 2025 5:05 PM
To: Mindy Considine
Subject: RE: AAC Re-appointments

Please renew my appointment.
Mike Johnston

From: "Mindy Considine"
To: "Chris Brown", "Dave Alber", "John Eiff", "John Leblanc", "Ken Luckett", "Mike Bickerstaff", "Mike Johnston", "Mindy Considine"
Cc:
Sent: Tuesday June 10 2025 3:31:54PM
Subject: AAC Re-appointments

Good afternoon,

The following committee members are either expired or soon to be expired. If you would like to stay on the Airport Advisory Committee, please e-mail us that you would like to renew your seat.

Chris Brown

Dave Alber

Ken Luckett

John LeBlanc

Mike Johnston

Thank you,

Mindy Considine, ACE

Office Administrator

Mindy Considine

From: Kenneth Luckett <flightexams@aol.com>
Sent: Thursday, June 19, 2025 8:23 AM
To: Mindy Considine
Subject: Renew Airport Advisory Committee

Dear Mindy,

I request to serve another term on the airport advisory board.

Regards,

Ken Luckett

Sent from my iPhone

CITY OF DELAND

1000 Flightline Blvd
DELAND, FL 32724

APPLICATION FOR APPOINTMENT
DeLAND AIRPORT ADVISORY COMMITTEE

MEMBERSHIP CATEGORY:

- ☐ REPRESENTATIVES FROM CATEGORY A, FBO (ONE)
- ☐ CERTIFIED FLIGHT INSTRUCTOR, PREFERABLY FROM THE FLIGHT TRAINING SCHOOL(S) (ONE)
- ☑ AVIATION TENANT (ONE)
- ☐ REPRESENTATIVE SKY-DIVING MANUFACTURING INDUSTRY (ONE)
- ☐ REPRESENTATIVE FROM SKYDIVE DELAND (ONE)
- ☐ REPRESENTATIVES FOR NOISE SENSITIVE COMMUNITY (ONE)
- ☐ T-HANGAR TENANT (ONE)

RESPONSIBILITY: THE MISSION OF THE AIRPORT ADVISORY COMMITTEE SHALL BE TO REVIEW AND MAKE RECOMMENDATIONS ON AIRPORT POLICIES, PROCEDURES AND PLANS AS REQUESTED BY THE CITY COMMISSION OR STAFF. THE COMMITTEE MAY ALSO, MAKE RECOMMENDATIONS TO MAINTAIN OR IMPROVE THE AIRPORT SAFETY, OPERATIONAL POLICIES, AND THE ECONOMIC VIABILITY OF THE DELAND MUNICIPAL AIRPORT.

APPLICANT INFORMATION:

(Please Type or Print Clearly)

NAME: CASCIO (Last) John (First) T (Middle)

ADDRESS: (*HOME*) 446 Victoria Hills Dr. Deland FL.

CITY, STATE, & ZIP CODE Deland FL. 32724

E-MAIL ADDRESS: JCASCIO3@gmail.com

EMPLOYER: Retired

POSITION: NA **HOW LONG:**

ADDRESS: (*OFFICE*) NA

CITY, STATE, & ZIP CODE NA

TELEPHONE NUMBERS (*OFFICE*) NA **(*HOME*)** 321-377-2639

(*FAX*) _____ **(*CELL*)** _____

ARE YOU A CITY RESIDENT? YES ✓ NO __

HOW LONG HAVE YOU LIVED IN THE DELAND AREA YEARS 15 yrs

DO YOU OWN PROPERTY IN DELAND? (YES) NO

ARE YOU CURRENTLY SERVING ON A CITY BOARD? YES _____ NO ✓

ARE YOU CURRENTLY SERVING ON ANY ADVISORY BOARD FOR ANY OTHER GOVERNMENTAL AGENCY?

YES _____ **NO** ✓ **IF YES, PLEASE LIST** _____

WORK EXPERIENCE:

33 Years American Airlines

7 yrs Pemiko Air MCO - Chief Pilot

COMMUNITY INVOLVEMENT:

NA

INTEREST/ACTIVITIES:

Golf + Flying

WHY DO YOU DESIRE TO SERVE ON THIS BOARD?

Community involvement

A RESUME OR SEPARATE SHEET WITH ADDITIONAL INFORMATION MAY BE INCLUDED

I UNDERSTAND THE RESPONSIBILITIES ASSOCIATED WITH BEING A BOARD MEMBER, AND I HAVE ADEQUATE TIME TO SERVE ON THE ABOVE BOARD.

John T. Cassidy

SIGNATURE

DATE SUBMITTED: 5/8/2025

IF YOU HAVE QUESTIONS, PLEASE CALL THE OFFICE OF AIRPORT MANAGER (386) 626-7240. PLEASE RETURN THIS FORM TO THE CITY CLERK'S OFFICE AT 120 SOUTH FLORIDA AVENUE, DELAND, FL 32724 OR FAX TO (386) 626-7140.

DeLand MUNICIPAL AIRPORT

View History Report

Audit Trail

Show detailed result

Application Submitted by Robbie Warensford <rwarensford@ww-aviation.com>

Membership Category:	Hangar tenant (one)
Are you a City of DeLand resident?	Yes
How long have you Lived in the DeLand area?	12 years
Do you own property in DeLand?	Yes
Are you currently serving on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
Please describe your community involvement:	My family and I own ww-aviation. I have lived in Deland most of my life. I served 6 years in the US Army.
Please describe your interest/activities:	Aviation and Family.
Why do you desire to serve on this Board or Committee?	I have served one way or another most of my life. To give back to the community.
First name:	Robbie
Last name:	Warensford
Email address:	rwarensford@ww-aviation.com
Primary phone number:	(893) 223-1656
Address:	2689 Alhambra Ave, DeLand, FL 32720, USA

Employment History

Employer:	WW-Aviation, llc
Position:	Owner
Employment date:	10/01/2019

Education

Degree(s):	Aviation maintenance management
School or college:	Embry Riddle Aeronautical University
Graduation date:	05/2015

Completed Stages:

Application: ✔ 07/27/2025 02:26:09 PM - Robbie Warensford <rwarensford@ww-aviation.com>

---

0 Comments 0 Emails

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-f80be3766da14d08b57ab2ab1086b933.prod@simpligov.com . All emails sent into the workflow will display in the list below.

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Consideration re Appointments to the DeLand Planning Board.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Member List, Al Neuman Resignation, Helaine Berman Application, Lenny Fancher Application, Markus-Daniel Jones Application, Devon Morris Application, Aaron Preston Application, Jeffrey Schimming Application

APPROVED BY: Michael Pleus, City Manager, July 31, 2025

SUMMARY/HIGHLIGHT:

The terms for the following Seats on the DeLand Planning Board are expired as follows:

Seat 2, Jeremy Owens (Vice Chair), has served two (2) full terms but has has requested re-appointment
Seat 7, Harper Hill, is eligible for, and has requested re-appointment

In addition,, Seat 4 is vacant. Staff has received new applications from the following:
Helaine Berman
Lenny Fancher
Yohon Jones
Devon S. Morris
Aaron Preston
Jeffrey Schimming

Terms are for four (4) years. Members must be DeLand residents.

All applicants have been informed of the City Commission meeting date and time.

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 review the applications and make appointments/re-appointments to Seats 2, 4 and 7 on the DeLand Planning Board, for terms to expire November 1, 2028.

BACKGROUND/DISCUSSION:

N/A

PLANNING BOARD

Revised 1-17-2024 7 members/4-year terms

SEAT NO.	MEMBERS	ZIP CODE	TELEPHONE	APPOINTED	TERM EXPIRES
1.	Henry Thiry 900 N. Boston Ave. DeLand, FL 32724 thiryhj@gmail.com		734-845-4907 (C)	1-17-24	11-1-27
2.	Jeremy Owens (Vice-Chair) 209 Crystal Ridge Rd. 32720 500 W. Fulton St. Sanford, FL 32771 jowens61090@cfl.rr.com Jowens@osaa.net		386-747-9056 (H)	11-7-16	11-1-24
3.	Nora Kay Lewis W: 516 N. Woodland Blvd. H: 415 Deanna Cir. DeLand, FL 32724 norahuthlewis@gmail.com		860-250-5152 (H) 386-822-7172 (O)	1-22-19	11-1-27
4.	Albert Neumann 136 N. Clara Ave. DeLand, FL 32720 alneumann@aeengineeringinc.com (1st) Neuman2@protonmail.com		386-748-8021 (C)	2-1-21	11-1-24
5.	Don Liska 110 Myrtleberry Lane DeLand, Florida 32724 donliska@gmail.com		386-740-1600 (C) 407-710-5604	1-22-19	11-1-27
6.	Troy Baumgartner 418 N. San Souci Ave DeLand, FL 32720 commreal@bellsouth.net		386-804-8252 () 386-734-1665	1-17-24	11-1-27
7.	Harper Hill 801 N. Clake Street DeLand, FL 32724 harperhill10@gmail.com		386-848-1161 (C)	11-21-22	11-1-24

Requirements:
The Planning Board shall consist of seven (7) members, who shall be residents of the City of DeLand; The terms of the members shall be for four (4) years. **Requires filing of Annual Financial Form (Form 1F).** Board authorized by Chapter 24.

Vivian Ford

From: Al <neuman2@protonmail.com>
Sent: Tuesday, May 20, 2025 12:06 PM
To: Vivian Ford
Subject: Re: Planning Board Workshop

Vivian,
I will not be able to attend. I would also like to resign my position from the board. Due to family obligations I simply do not have the time to dedicate to the planning board. I enjoyed being on the board but unfortunately cannot continue to serve on it. Thank you for all of your work organizing the board. I will drop off my Ipad to your office this week.
Regards,
Al

Sent with Proton Mail secure email.

On Tuesday, May 20th, 2025 at 11:13 AM, Vivian Ford <fordv@deland.org> wrote:

> Good morning,
>
> Kindly confirm your attendance for this evening's 5pm meeting.
>
> Thank you,
>
> Vivian Ford
> Administrative Coordinator
>
> City of DeLand
> Planning Department
> 120 S. Florida Ave., DeLand, FL 32720
> P 386-626-7016
>
> HELPFUL LINKS:
> Business, Zoning and Residential Information Portal
> https://permits.deland.org/ Citizen Portal for online applications
> https://aca-prod.accela.com/deland/Default.aspx
> Land Development Regulations
> https://library.municode.com/fl/deland/codes/code_of_ordinances?nodeId
> =COOR_CH33LADERE
>
> DISCLAIMER: The information contained in this electronic message is legally privileged and confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient you are hereby notified that any dissemination of this e-mail or any of its attachments or components may constitute a violation of Florida Statute 119. If you have received this e-mail in error, immediately destroy the document, and please contact the sender. Please note that Florida has a broad public records law, and that all correspondence with us via email may be subject to disclosure.
>
>
> Verification: This message sent from fordv@deland.org

View History Report

Audit Trail

Show detailed result

Application Submitted by Helaine Berman <laine.berman@gmail.com>

Are you a City of DeLand resident?	Yes
How long have you lived in the DeLand area?	3 years
Do you own property in DeLand?	Yes
Do you work within the City limits?	No
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
Please describe your community involvement:	I am retired but volunteer with the West Volusia Historical Society as docent and historic reenactor. I am also an advisor for the St John's River to Sea Loop Alliance. I am also a Guardian ad Litem
Please describe your interest/activities:	Studying Deland history, I grow my own food in my backyard, I am an avid cyclist and kayaker so spend much time enjoying our fabulous outdoors
Why do you desire to serve on this Board or Committee?	I have no ulterior motive beyond it being a great way to learn more about the town, have a say in it's growth, and perhaps protect it's environment
First name:	Helaine
Last name:	Berman
Email address:	laine.berman@gmail.com
Primary phone number:	(954) 274-2572
Address:	500 W Hogle Ave, DeLand, FL 32720, USA

Employment History

Employer:	Nancy's Retro and Vintage
Position:	Sales
Employment date:	05/17/2024

Education

Degree(s):	PhD in Linguistic Anthropology and Social Psych
School or college:	Georgetown University
Graduation date:	06/1994

A resume or separate sheet with additional information may be	Berman CV gen'l 2024.pdf

included:

Completed Stages:

Application: ✔ 04/22/2025 02:18:31 PM - Helaine Berman <laine.berman@gmail.com>

Uploaded Files

Name	Uploaded by	Version	Source
Berman CV gen'l 2024.pdf	SYSTEM	1	A resume or separate sheet with additional information may be included:

0 Comments 0 Emails

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-ecb61e375e034485b60cf42341eb307c.prod@simpligov.com . All emails sent into the workflow will display in the list below.

Nationality	United States
Residence	Jogjakarta, INDONESIA & DeLand, FLORIDA, USA
Gender	Female
Education	Master of Public Health (2002) *International Health and Development,* Tulane University Doctor of Philosophy (1994) *Linguistic-Anthropology/Social Psychology,* Georgetown University Master of Science in Education (1985) *Adult Education*, City University of New York Bachelor Fine Arts (1977) *Painting,* University of the Arts
Volunteer Work - Indonesia	• Child protection; Equitable transport lobbying; Life skills, reproductive health, harm reduction trainings for school children, street kids, sex workers, PLWHA and the Duta AIDS campaign • Parent-child communication • Urban organic farming and nutrition
Languages & proficiency	• English (native fluency) • Indonesian: Near native fluency (OPI 4) • Formal Javanese and Central Javanese street dialects (OPI 2.5)
Countries of experience	Indonesia, Timor Leste, Qatar, Liberia, Sierra Leone, Senegal, Ethiopia, Uganda, Thailand, Pakistan, Afghanistan, Bahrain, Australia, USA
Contact	Mobile:+1(954) 274-2572; Email: laine.berman@gmail.com; Skype: laine.berman; Blog: laineberman.net

PROFESSIONAL EXPERIENCE

Dec 2021-Pres: Board of Directors: *St. John's River to Sea Loop Alliance.* DeLand FL. Advisor, active member, lobbyist in advancing, advocating, and protecting bicycling and safe bike lanes to increase active, equitable mobility in our region. Collaborated in the design and creation of DeLand's Black Heritage Trail as a self guided bike/walk trail highlighting Black history. Promote, support, bike safety rides; attend City Council meetings to advocate for safe bike trails; coordinate and maintain interest in recurrent activities. Designer and trainer for Onward, program to train elderly people to get back on a bicycle. https://river2sealoop.org/

Sep 2021-Pres Guardian ad Litem: *Florida Dept of Child Services.* DeLand FL. As certified child advocate for children who have experienced abuse, abandonment and neglect; assure a child's safety in the foster care system, in shelters, in the court system. Tasks include: Extensive independent research and review of each case through interviews, observation, home visits. Report findings and child's wishes to the court through reports prepared in accordance with Florida Statutes, Program Standards and policies for scheduled hearings. Ensure representation of the child's best interests. Monitor the case following a court hearing or decision to ensure that services are provided in a timely manner. https://guardianadlitem.org/

Nov 2018-Apr 2019 (90 days) Team Leader: Development of SOP on TIP (Trafficking In Persons) Data Collection and Sharing. *IOM Indonesia.* Assess and analyze current practices and gaps in data collection, reporting procedures, and the analytical capabilities of Anti-Trafficking Taskforce stakeholders. Managed team of 3; Designed and presented a network wide monitoring system to strengthen understanding, cooperation, reporting. Presented 3 day workshop in using the system to nationwide Antitrafficking Workforce Published: https://indonesia.iom.int/sites/default/files/publication/03%20Petunjuk%20Teknis%20Pendataan%20ID_Bahasa%20Indonesia.pdf; https://indonesia.iom.int/sites/default/files/publication/Technical%20Guidelines%20ENG.pdf

Apr-May 2018 (25 days) Documentation Learning Consultant on Inclusive Education. *Save the Children.* West Java. Documented lessons learned and best practices through facilitated collective thinking with stakeholders in support of children with disabilities to access school. Analyzed gendered aspects of inclusion; policy, and practice; physical, cultural, religious, and emotional barriers; wrote report and presented findings.

Nov 2017 (10 days) Facilitator. Theory of Change and Monitoring. *SCOPI (Sustainable Coffee Platform of Indonesia)* Jakarta. Facilitated secretariat, board of directors, and NGO donors in strategic planning through theory of change to strengthen network, communication, and monitoring capacity that focused heavily on making the board aware of the gendered expectations and inequalities inherent in their work – both in the head office and among the network of producers and farmers.

Jul-Aug 2017 (22 days) Team Leader. Final Evaluation Women and Girls Participation in Local Governance Project, Year 2014 to 2017. *Plan International. – Timor-Leste.* Designed, managed, trained team in data collection/and analysis of 3 year project to improve women's participation and reduce gender based violence in two regions. Supported local teams in understanding women's empowerment framework and analysis for improved and targeted monitoring. Wrote report, presented findings to Plan management.

Apr 2017-pres. Member. Interview and Selection Panel PhD and Master applicants. *Fulbright/AMINEF (American Indonesian Exchange Foundation).*

May-Oct 2016 (60 days) Team Leader. Review of Village and Community Daycare Provision in Indonesia. *MAMPU/DFAT.* Indonesia. Collected and analysed policy on early childcare education and development compared with actual practices in urban, rural regions with emphasis on its impact on women, either as mothers and/or as staff, in isolated and marginal community needs. Coordinated teamwork and analysis. Designed strategic approach to pilot subsidized daycare for women's and girls' empowerment. Report: http://www.mampu.or.id/sites/default/files/MAMPU%20Daycare%20provision%20review.pdf

Apr 28 2016. Plenary Speaker: "Structural Violence: On health and humanity – Stories from Indonesian underserved populations". *Center for Bioethics and Medical Humanities, Faculty of Medicine, Gadjah Mada University.* In Indonesian. Focus on training Indonesian doctors to improve their interactions with victims of sexual abuse, violence and trafficking. In Indonesian.

Jan-Feb 2016. Trainer in Volunteer Counseling for HIV/AIDS. *Duta AIDS Conference. Yogyakarta.* Provided sex ed/life skills and harm reduction counseling for 30 competitors/youth leaders in Indonesian.

Aug 2015. Presenter on "Kejawen".. *Workshop on Diversity and Peace-building (under title IX grant US Department of Education). CSEAS – University of Hawaii and CRCS – Gadjah Mada University.* Designed and presented a full-day training on Kejawen, classical Javanese spiritualism and practices, and its changes under the influence of Islam, politics, and modernization.

May 2015-Apr 2017. Technical Support in M&E - remote. *Education Above All Foundation.* Doha, Qatar. Developed monitoring & evaluation tools, revised templates to simplify Expressions of Interest and proposal submissions; assessed 6 monthly progress reports; reviewed EoIs and proposals from potential partners to improve access to and quality of primary education for out of school, vulnerable, and marginalized children worldwide. Focal point for BRAC-Bangladesh; Girl Child Network-Kenya; Plan-Ghana.

Mar-Sep 2015 (75 days) Team Leader. Strengthening Community-Based Child Protection (CP) Systems. *ChildFund International.* Liberia, Sierra Leone, Senegal, Ethiopia. Analysed best practices in CP networks, identified gaps including early marriage and trafficking, developed advocacy-oriented tool kit for establishing structured pathways for children to access protective and preventive services. Field research, manual creation and field-testing targeting low-capacity community based child protection volunteers.

Aug-Dec 2014 (56 days) Team Leader. Women in the Workforce Study. *USAID/Management Systems International.* Pakistan. Led team of 16 to conduct a study to assess the perceptions, beliefs, social/cultural constraints and opportunities for academically high performing but economically disadvantaged young women in accessing higher education and employment. Designed question and analysis guide, interviewed university staff, employers, families, girls in 8 rural/urban locations. Lead in collaborative data analysis, report writing. Presented final report to USAID and Higher Education Commission of Pakistan. https://pdf.usaid.gov/pdf_docs/PA00K994.pdf

Mar-May 2014 (30 days) Team Leader. Final Evaluation of Strengthening Disaster Risk Reduction (DRR) Capacity and Promoting Community Resilience in West Java Project. *IOM.* West Java. Evaluated Indonesia's DRR agenda to reduce vulnerability and enhance the resilience of communities to natural disasters through collaborative engagement of local government, communities, civil society and the public sector. Strongly encouraged the recognition of women and children's needs in disaster prevention and response. Managed team of 4, designed matrix, interviewed beneficiaries, GOI, NGO/CSO partners, and community, wrote and presented reports.

Jan-Mar 2014 (40 days) Lead researcher and module designer in the adaptation and creation of modules for a home visitation program in Indonesia. *Save the Children International.* West Java. Researched and reviewed Good Parenting methods with children 0 to 5 years for group and home visitation approaches, adapted to Indonesian contexts and gendered policy expectations. Collaborated with Indonesian team, social workers, and parents in designing, testing and finalizing the training manual.

Aug-Oct 2013 (21 days) Lead researcher and adviser in Women and Mobile Broadband. *Qualcomm & Vital Wave Consulting.* West & Central Java. Advised on design, selected team, and managed survey discussions with working women to demonstrate the potential of mobile broadband to create positive social and economic impact.

Mar-Jun 2013 (70 days) Team Leader. Assessment of Women's Empowerment in Agriculture. *USAID.* North Sumatra, South Sulawesi, Central Sulawesi, West Java, East Java, Bali, West Timor, Papua. Designed, managed, and coordinated team of 3 to assess empowerment, agency, and inclusion of women in the agriculture sector. Wrote report and presented recommendations on how women's empowerment can best be promoted by USAID/Indonesia's agricultural portfolio. Report: http://pdf.usaid.gov/pdf_docs/PA00JNVM.pdf

Dec 2012-Jan 2013 (30 days) External Evaluator. Combating human trafficking through government and civil society partnership. *IOM.* Jakarta, Bandung, Indramayu, Wonosobo. Designed evaluation tool for interviews with National Trafficking Task Force members including government agencies, NGO and CBO partners, and victims of trafficking with a focus on prevention, protection, and prosecution. Wrote report with guidelines for strengthening future efforts; presented findings to IOM.

Sep-Nov 2012 (65 days) External Evaluation Team Leader. Volcano Disaster Assistance Program. *USAID/OFDA-International Business & Technical Consultants, Inc.* Washington DC, Vancouver, WA, USA; Java, North Sulawesi, Indonesia. Lead team of 6 in evaluating Indonesia's first volcano monitoring network in North Sulawesi; an on-going program in Java; and emergency response to Merapi volcano eruptions 2006, 2010. Designed evaluation tools, trained team of six in coding and analyzing data, coordinated field work and cooperation with Indonesian volcano monitors, government agencies and community-based disaster response units. Collaborated in report writing and presentation to USAID, USGS, OFDA. Report: pdf.usaid.gov/pdf_docs/pdacy053.pdf

May-Jun 2012 (12 days) Trainer. Regional Training Course on "Disaster Resilience Leadership". *Asian Disaster Prevention Center,* Bangkok, Thailand. Review and comment on training materials: participants' workbook, instructors' guide and exercises. Designed and facilitated sessions on **Leadership and Resilience from a Gendered Perspective**. Provided feedback and recommendations on 5-day course for South and Southeast Asia.

Mar-May 2012 (45 days) Lead Researcher. PNPM Gender Study. *The World Bank,* Jakarta, Indonesia. Lead team of 8 in data collection on quality of women's and poor people's participation at community, village, regional levels in government and WB national development project. Designed research tool, assessment strategies, wrote reports in Indonesian. http://documents.worldbank.org/curated/en/468851468128390076/pdf/932900WP0Box380ipation020120English.pdf

Mar 2012 (7 days) Evaluator. Health in Harmony. Sukadana, Kalimantan. Provide assistance as required to highly innovative program to preserve rainforests by partnering with local communities – integrating high quality health care, livelihoods training and conservation strategies. Designed evaluation format for clinic patients; provided input to communication/training activities; designed outline for active environmental support curriculum for school children.

Sep 2011–Jan 2012 (1 semester) Adjunct Professor. Gender Studies, *Graduate Program in Culture and Religious Studies, Sanata Dharma University*, Jogjakarta, Indonesia. Designed coursework, lectured, advised Master students in Gender Studies including Gender and Environment, Climate Change, Women and Work, Development, Violence, Sexuality, Mass Media, Post-Colonialism, Religion.

Aug 2011 (30 days) Consultant. Project Development. *ChildFund International*, Kabul, Afghanistan. Developed concept notes for project strategic planning and staff capacity development; designed and managed data collection with local staff: Supporting Street Working Children; Youth Skills Development; Drug Abuse Prevention; Gender-based discrimination and violence.

Feb 2011 (16 days) External Evaluator. Environmental Rescue for Lake Toba. *Monash University:* Samosir Island, North Sumatra, Indonesia. Assessed work accomplished since 2007 and found explanations for a series of failures and setbacks. Collaborated with local staff to strategically plan a new approach for environmental understanding, community clean-ups, banning plastic bags, and linking environmental rescue to women's livelihoods opportunities. Participated in Radio Samosir Green talk show on environmental rescue with Head of Environmental Agency for North Sumatra. Created outline for a year-long curriculum for primary students to be piloted at SMPN1. Presented findings to donors.

Dec 2010 (18 days) External Evaluator. Community based rehabilitation for children with disabilities. *Terre des Hommes – NL:* Flores, NTT, Indonesia. Evaluated interventions by 2 regional Disability Forums (Ruteng and Ende). Evaluated quality of community training, response and acceptance; medical, rehabilitation, and social services rendered for children with disabilities; researched gender based differences in care and mortality; mainstreaming activities; livelihood supports for families; collaborations with government agencies; NGO capacity to carry out activities; and sustainability of all Community-Based Rehabilitation. Provided support training for NGO partners and recommendations for strengthened program and increased participation. Presented findings to partners and donors.

Oct-Nov 2010 (30 days). External Evaluator/Team Leader. Aceh Tsunami Response Program Evaluation. *American Friends Service Committee:* Aceh, Indonesia. Designed framework to measure behavior change in peace-building, education and livelihood support with six partners (East, North Aceh). Provided recommendations for current successes and limitations in the achievement of program goals, improved targeting of peace-building and child protection activities, broader focused collaborations, improved recognition of the context and causes of violence, gendered implications for each partner and gender-based violence prevention, identified opportunities for further capacity-building in community engagement. Presented findings to AFSC staff, partners, Directors.

Aug–Sep 2010 (14 days) Consultant. Violence Against Women and HIV Technical Advisor. *Raising Voices/SASA!* Kampala, Uganda. Reviewed current competency-based materials, project proposal, reports and surveys used in the SASA! roll out. Developed competency based staff skills assessment methodology. Implemented assessment methodology with local SASA! Partners. Provided on-site technical support to 5 regional partners participating in SASA!

Aug 2010 (3 days) External Evaluation Preparation. Tales of Disasters: Dissemination of Disaster Education Material Through Films and Puppetry. *Trocaire:* Padang, Indonesia. Collaborated with local partner to design research tool for impact evaluation of No Strings/Muppets Tales of Disasters film and related activities implemented in Padang from Jun – Aug 2009. Created evaluation tool for use with young children. Provided recommendations for changing the gender and cross-cultural imbalance.

Jul 2010 (16 days) External Evaluator. Building Self Reliance for Youth and Stakeholders to Campaign on HIV/AIDS and Reproductive Health Problems. *Terre des Hommes – Netherlands:* Jakarta, Indonesia. Designed and facilitated youth-focused HIV prevention mid-term evaluation of Yayasan Pelita Ilmu's projects: Drop-in center at Mall; Peer outreach; School-based training; Community-based training in HIV prevention and Adolescent Reproductive Health. Provided concrete examples for improving their Behavior Change Communication approaches to outreach, pamphlets, trainings; Provided assistance in strengthening their gendered approach to all activities. Provided examples on how to mainstream their monitoring and evaluation procedures. Interviewed young people living with HIV/AIDS and strengthened the nutritional and supplemental aspect of the outreach. Presented evaluation findings to participants, YPI and TdH.

Feb-Mar 2010 (18 days) Lecturer. Health Aspects of Disaster; Manager for Study Tour to Indonesia – *Charles Darwin University: Graduate School for Health Practice: Jogjakarta, Kuta, Darwin.* Lecturer in Professional Course - **the Tsunami in Aceh: Lessons Learned and Not Learned** *and* **Gendered Issues of Disaster Response: Women and Children First?** Designed, organized and facilitated a five day comparative Study Tour for disaster professionals to Indonesia. Coordinated and facilitated all activities, guest speakers from NGOs, government Disaster Response Units, hospitals, psychosocial units, child protection specialists, disability specialists, GBV prevention. Coordinated and facilitated meeting with 'marginalized' communities: rural villages not supported by any 'official' post-disaster response, street children, sex workers, people living with HIV/AIDS to discuss their communities' response to disaster. Translator in Javanese – Indonesian – English.

Jan-Feb 2010 (24 days) External Evaluator Team Leader. *American Friends Service Committee:* Jogjakarta, Ambon, Kupang, Sabang. Designed and implemented Outcome Mapping framework to measure behavior change in peace-building and domestic violence prevention projects. Evaluated quality of partnerships and capacity-building activities and provided recommendations for strengthening these relationships. Provided recommendations for current successes and limitations in the achievement of program goals, improved targeting of peace-building activities, broader focused collaborations, improved recognition of the context and causes of violence, and identified opportunities for further capacity-building in community engagement. Presented findings to AFSC staff, partners, and Board of Directors.

Aug-Oct 2009 (52 days) External Evaluator Team Leader. Building Opportunities: Strengthening the Capacities of Poor Small Islanders in Indonesia to Develop Sustainable Livelihoods. *Oxfam-UK Indonesia.* Managed and coordinated two teams covering 4 small, underdeveloped islands (Buton/Muna, Tunda, Tanimbar and Aru). Designed participatory impact evaluation tool for sustainable livelihoods, advocacy, and coastal resource management and trained facilitators. Facilitated collaboration between all stakeholders to identify key lessons and propose practical recommendations for including women in follow-up actions. Prepared final report and presentations to communities, field staff, leading agencies, and donors.

May 2009 (22 days) On-site Project Coordinator & Research Manager. "Victims and Remembrance WWII" *University of Amsterdam: Faculty of Humanities/Ministry of Health, Welfare and Sport:* Central Java & Biak, Papua. Assisted team of historians to adapt research to Indonesian contexts; identify historic sites related to WWII (Japanese Occupation and Revolution – Clash I & II). Lead in participatory ethnographic research emphasizing role of monuments and how communities relate to them. Designed and implemented focus group discussions, key informant interviews, and surveys related to local history and how it is remembered, revised, related to youth and used. Oversaw all field activities; Assisted in all field visits and translations (Javanese – Indonesian – English) as required.

Oct 2008-Feb 2009 (120 days) Projects Coordinator Delegate. *Australian Red Cross:* Aceh, Indonesia. Facilitated weekly capacity building workshops for local staff and Indonesian Red Cross volunteers in: M&E, program design, strategic planning, exit strategies, report writing, beneficiary participation, gender mainstreaming, child and environmental protection, conflict resolution (in Indonesian). Coordinated Public Health, HIV/AIDS, and Livelihoods staff to analyze their programs, implement community-based monitoring, and develop strategic action plans to ensure improved impacts, clarify exit/sustainability strategies, increase beneficiary responsibility/ownership. Wrote policy papers and facilitated beneficiary participation and exit strategy. Researched gender-based violence as a result of the disaster and impact of 30-year conflict on women and children. Trained local staff to recognize signs of domestic/child abuse and link with existing referral system. Guest Lecturer in Research Methods with Marginal Communities, Research Training Institute, Syiah Kuala University. Supported field staff in resolving conflicts with beneficiaries and with host communities.

Oct-Dec 2008 (35 days) External Evaluator. *Right To Play/UNICEF:* Aceh, Indonesia. Designed methodology, instrument, and managed process assessment to measure children's knowledge & attitudes on health, education, safety, violence, trauma and other child protection-related topics in post disaster/conflict environment. Trained 20 facilitators (Department of Social Services district social workers, UNICEF Child Center staff, members of Child Protection Bodies) in participatory process evaluation approach, facilitation skills with adults and children, gendered roles and implications, data collection, interpretation, and analysis. In-field supervision of evaluation activities (Banda Aceh, Lamno, Sigli, Meulaboh). Facilitated Focus Group Discussions and Key Informant Interviews with school teachers, community leaders, parents, children, IDPs, and security personnel. Facilitated data compilation and analysis with enumerators. Reported on Child Protection needs and how Right To Play is meeting them based on evaluation activities, results, and recommendations.

May 2008 (22 days) External Evaluator. *CARDI: Consortium for Assistance and Recovery toward Development in Indonesia:* Poso, Indonesia. Team Leader for Final Evaluation of a region-wide, post-conflict rehabilitation program on inter-community reconciliation and the sustainability of youth centers. Provided in depth analysis of linked government agencies, program staff, peace-building, income generating, cohesion-building and youth and gender-focused vocational and empowerment training activities. Identified key lessons and proposed practical recommendations for follow-up actions. Prepared final report and presentation to communities, staff, leading agencies, and donors. Provided 'expert' input for MatahariFM Radio broadcast on adolescent reproductive health and HIV/AIDS and responded to listener call in.

Sep-Oct 2007 (50 days) Consultancy for Developing Impact M&E Methodologies and Tools. *Volunteer Service Overseas:* Denpasar, Indonesia. Evaluated current M&E processes and tools; Analysed employers' and volunteers' M&E practices (Sumba, Flores); Assessed employers' and volunteers' support needs; Accompanied new volunteers/employers in establishing baselines. Recommended additions and changes to VSO's M&E processes, partnership canvassing processes, and communication systems with partners and volunteers; Designed process monitoring tools; Wrote M&E manual for orientation training and field use; Field tested M&E materials with employers and volunteers.

Aug 2006-Jul 2007 (1 year) Community Engagement Program Manager. *Post-Disaster Community-based Assistance Program – Australia-Indonesia Partnership (AusAID)*: Jogjakarta, Indonesia. Created and implemented CE strategy for large, post-disaster rehabilitation program in school, clinic, and shelter reconstruction, livelihoods, and disaster mitigation. Created procedure manual in Community Engagement. Supported and trained program staff and implementing partners to ensure that CE principles and guidelines are integrated into all components of the program. Promoted IASC Guidelines in HIV/AIDS and gender violence prevention in post-disaster conditions. Designed guidelines, procedures and agreements, and managed small grants for women's livelihoods program. Wrote Mobile Community Assistance program document, means of implementation, participatory training, M&E, and CE strategy for large, cross-cutting training in disaster preparedness, family and school safety, livelihoods support, safe-building techniques. Trained Indonesian partners in sustainable livelihoods approach to community safety and collaboration strategies; Monitored field implementation; Trained local facilitators in cooperative evaluation techniques. Created child focused disaster prevention materials with community based action

planning and implementing. Designed and socialized participatory Disaster Mitigation strategy. Identified needs and managed capacity building assistance in community participation and facilitation skills. Maintained network of local NGOs and government bodies to support community based empowerment; facilitated frequent workshops in capacity-building in response to local needs.

Jun-Jul 2006 (30 days) Consultant. Emergency Psychological Support. *UNICEF: Child Protection Unit:* Jogjakarta, Indonesia. Created participatory training module for community mobilizing in psychosocial support in post disaster emergency. Formed psychosocial working group to enhance NGO cooperation in grass roots involvement. Promoted Draft IASC Guidelines on Mental Health and Psychosocial Support in Emergencies adherence for cluster groups involved in coordinating emergency response. Created PSAs to encourage community action in psychosocial support. Researched international – local misunderstandings and wrote concept papers to assist efficient communications.

Oct-Feb 2006 (90 days) Consultant. Gender Equality and Domestic Violence. *UNIFEM: Program on Women's Leadership for Peace-building and Gender Justice.* Dili, Timor Leste. Conducted research on gender issues and DV in pre and post-conflict Timor Leste. Adapted definitions, visual aids, training materials and follow-up mobilization to meet the needs of a highly patriarchal, low-literate community. Wrote training manual for behavior change and community mobilizing for gender equality and DV prevention; Designed and facilitated 5 day TOT for government trainers and partners (Alola Foundation, AMKV, Fokupers, Pradet, REDE Feto, OPE, UNICEF, UNDP, UNFPA, JICA, Oxfam, TAF) on gender issues, DV, participatory training, use of manual; Evaluated impacts and follow up activities.

Mar-Jun 2005 (90 days) Expert on Mission: Team Leader. Capacity Building Needs Assessment of Civil Society Organizations in Aceh. *UNDP: Community Initiatives Unit:* Indonesia. Designed and implemented participatory training and assessment plan for post-tsunami CSOs (Lhokseumawe, Meulaboh, Banda Aceh) with a team of 5. Designed and implemented survey on CSO capacity: leadership, networking, human resource management, programs. Created training materials and held training workshops for tsunami victims and stakeholders to provide Sustainable Livelihoods Framework, community organizing, participatory methodologies, and capacity-building support in planning and implementing sustainable livelihoods activities. Held review workshops to monitor and assist in evaluating CSO assessments and action-planning with target communities; Developed training modules for sector-based capacity-building needs that became standards for all UNDP programs in Indonesia.

Feb 2005 (20 days) Training of Trainers in Life Skills Methodology for HIV/AIDS and Sexual Health. *Save the Children UK:* Indonesia. Capacity-building local government officials, facilitators, public school teachers, and NGO staff in life skills methodology (West Kalimantan). Trained local staff in sexual health and HIV/AIDS/STI awareness and implications for youth. Supported government organizations and local staff in promoting community acceptance and involvement for gender equity, HIV/AIDS and sexual health training for in-school youth. Participatory evaluation of facilitators and curriculum impact in coordination with government bodies. Designed evaluation survey for participants.

Jan 2005 (8 days) Training Consultant. Development of the Save the Children UK HIV/AIDS programme. *Save the Children UK:* Jakarta, Indonesia. In cooperation with Regional HIV/AIDS Advisor, developed program concept note. Trained staff in HIV/AIDS, issues, and program options.

Dec 2004 (14 days) Life Skills Curriculum Designer. HIV/AIDS and Sexual Health. *Save the Children UK:* Jakarta, Indonesia. Wrote facilitators' handbook for life skills training. Revised curriculum based on field-testing and SC staff input.

Oct-Nov 2004 Volunteer Trainer. Life Skills Methodology for HIV/AIDS, Drug Use and Sexual Health. *Parangtritis Street Workers' Community & Milas Drop-in Centre for Street Youths.* Wrote facilitators' handbook for life skills training for street children and sex workers; Revised curriculum based on field-testing and participant input; Capacity-building local facilitators and peer educators in life skills methodology; Trained extremely high-risk community in livelihoods and risk analysis, sexual health, IDU/harm reduction, HIV/AIDS/STI implications; Supported street anti-stigma movement for PLWHA; Evaluated facilitators, peer educators, and curriculum impact.

Jul 2004 (14 days) Life Skills Curriculum Designer. HIV/AIDS and Sexual Health. *Save the Children UK:* Jakarta, Indonesia. Created life skills and sexual health training curriculum and handbook. Curriculum emphasized sexuality and harm reduction from male and female perspectives, gender equity, personal risk analysis, protection from HIV/AIDS/STIs, unwanted pregnancies, drug use; community support, decision-making skills; stigma, and care for persons with HIV/AIDS; Provided detailed agenda and approach for obtaining parental and community support for sex/HIV education.

Apr-Jun 2004 (30 days) Indonesia Country Expert: Evaluation Team. Evaluation of two projects of Conflict Transformation and Promoting Peace. *Peace Brigades International.* Evaluated all PBI activities from 2001-4 to build coherence and strengthen organizational approaches to specific conflict zones (Aceh, Flores, Papua, Java). Organized and conducted field interviews with PBI staff and target communities, trainees in peace processes and those involved in violent actions.

Feb-Apr 2004 (60 days) Researcher, Situation Analysis. HIV/AIDS in Indonesia and its Impact on Children. *Save the Children UK:* Jakarta, Indonesia. Researched, analyzed, provided written overview of HIV/AIDS situation in Indonesia. Identified 'cultural' barriers to life skills and sexual health training specific to each location. Identified gaps in current responses to HIV/AIDS in relation to children, gender and young people.

Jun-Sep 2003 Research Coordinator. Sustainable Livelihoods. *Oxfam Community Aid Abroad Australia:* Oecussi, East Timor. Selected and trained local research team in gender analysis and livelihoods: field research, evaluation, analysis, community-based action planning, program design, report writing. Wrote livelihoods research guide in Indonesian to support sustainability of research team. Monitored team through participatory research in communities (field visits). Trained local team to evaluate livelihoods, health training and environment programs for partner NGOs.

PUBLICATIONS

The Disaster of Development: How Women's "Empowerment" Projects are Damaging Indonesian Smallholder Farming, Rural Families, and the Environment. In: Dewi Candraningram (Ed.) *Body Memories: Goddesses of Nusantara, Rings of Fire and Narratives of Myth*. Jakarta: Yayasan Jurnal Perempuan Press. 2014. Pp 119-132.

Integrating Disability into Development in Eastern Indonesia: a Case Study in Theory versus Reality. Journal of Culture, Health, Society. Vol 1 (1) 2011

Why 12 year olds use drugs: a cultural-political perspective. Journal of Anthropology. University of Indonesia. 2011

By the Way: If white is might, stop watching your TV! *The Jakarta Post*. 3 August. 2009

Deals and Denials. In *Inside Indonesia* 91: Jan-Mar 2008

Elvis remembered: Rockabali pays tribute to The King. *The Jakarta Post Features.* August 14, 2007

Trauma or stress? The case of Yogyakarta, in *The Jakarta Post*. 26 July 2006

How to talk to your children about sex. *Jakarta Post: Supplement.* April 02, 2006

Life skills education for young people. *Jakarta Post*. 13 March 2006:6

Comics' Heyday. In *Inside Indonesia*. Ed. 85. Jul-Sep. Pp. 10-11. 2005

From jungkies to jihad: drug use in Indonesia. In *Inside Indonesia* No. 75. 2003./Selected by World Press Review

Style and Lifestyle through Indonesian Tattoos. In *Latitudes*. vol 12. January 2002

Comics as Social Commentary in Java, Indonesia. In J. Lent (ed.) *Illustrating Asia: Comics, Humor Magazines, and Picture Books*. Pp. 13-36. London: Curzon Press. 200.

Surviving on the streets of Java. In *Discourse & Society* 11(2):149-174. 2000

Indonesia is definitely OK: Independence and idealism through Comics. In *Inside Indonesia*. Ed 63. Jul-Sep. 2000

Strategies of positioning in the discourses of the Indonesian state, p. 138-159 in M. van Langenhove and R. Harré (eds.) *Positioning Theory: Moral Contexts of Intentional Action,* Oxford: Blackwell. 1999

On the mend: In Jakarta and Yogyakarta, the election brought renewing hope. In *Inside Indonesia* 60: Oct-Dec 1999

Dignity in Tragedy: How Javanese women speak of emotion. In Palmer, G. & D. Occhi (eds.) *Languages of Sentiment.* Amsterdam/Philadelphia: John Benjamins. Pp 65-105. 1999

The Art of Street Politics in Indonesia. In T. Lindsey & H. O'Neill (eds.) *Awas! Recent art from Indonesia*. Pp. 75-84. Melbourne: Indonesian Arts Society. 1999. http://archive.ivaa-online.org/files/uploads/texts/1999_AWAS_62-71.pdf

Speaking through the Silence: Narratives, Social Conventions, and Power in Java. 1998. New York: Oxford University Press.

Oaths of Freedom: Indonesian Contemporary Art. In *Amida*. Pp. 8-9. 1999

The world's first street university. In *Inside Indonesia*. No. 50. Apr-Jun. 1997

Interactions between street children, the state, and society. In *Proceedings for the International Conference on Street Children*. Pp. 114-119. UNICEF and the Indonesian Council on Social Welfare: Yogyakarta. September 1996

The Javanese conversational narrative in pattern and practice. In M. Tickoo (ed.) *Language and culture in multilingual societies*. Pp. 153-175. Regional Language Centre: Singapore. 1995

Frame analysis and the urban-rural rift in Javanese society. In P. Silberman & J. Loftin (eds.) *Proceedings for the symposium about language and society - Austin.* Pp. 64-74. Austin: University of Texas Press. 1995

Empowering the powerless: The repetition of experience in Javanese women's narratives. In Bucholtz, M., A. Liang, L. Sutton, & C. Hines (eds.) *Cultural Performances*. Pp. 28-37. Berkeley: University of California Press. 1994

Tightening up in Indonesia before the APEC Summit. with Sidney Jones. New York: Human Rights Watch/Asia. Vol.6, No.12, October 1994

The Family of GIRLI: the Homeless Children of Yogyakarta. In *Inside Indonesia*, No. 38, March 1994:18-21

First person identities in Indonesian conversational narratives. *Journal of Asian Pacific Communication.* Vol.3, No.1. 3-14. 1992

View History Report

Audit Trail

Show detailed result
Application Submitted by Lenny Fancher <lenfancher@gmail.com>

Are you a City of DeLand resident?	Yes
How long have you lived in the DeLand area?	45 years
Do you own property in DeLand?	Yes
Do you work within the City limits?	No
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
Please describe your community involvement:	I served as the 60th president of the Deland Jaycees back in 1998 Chairman of the Jaycee Christmas Parade in 1999 then went to work building boys into men by mentoring them in a program called Royal Rangers where I served as the Outpost Coordinator for 15 years and also served on the state staff for a couple years.
Please describe your interest/activities:	My interest are outdoors recreation hunting fishing snow skiing not exactly around here on that one and Golf certainly disappointed that the country club and Southridge both disappeared.
Why do you desire to serve on this Board or Committee?	To serve my community with ideas for Sensible growth and development is what's needed. We are annexing way too much land for residential development and not supporting enough commercial development. Their gas to be a balance.
First name:	Lenny
Last name:	Fancher
Email address:	lenfancher@gmail.com
Primary phone number:	(386) 450-0862
Address:	1528 Aldridge Ln, DeLand, FL 32720, USA

Employment History

Employer:	Trane
Position:	Building Automation Technician
Employment date:	04/18/2008

Education

Degree(s):	HVAC certification
School or college:	DBCC
Graduation date:	05/1990

Completed Stages:

Application: ✔ 04/30/2025 09:50:08 PM - Lenny Fancher <lenfancher@gmail.com>

0 Comments 0 Emails

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-3f073914c5ab4083b626d600aeef90f6.prod@simpligov.com . All emails sent into the workflow will display in the list below.

View History Report

Audit Trail

Show detailed result
Application Submitted by Markus-Daniel Jones <Myjones@stetson.edu>

Are you a City of DeLand resident?	Yes
How long have you lived in the DeLand area?	8 years
Do you own property in DeLand?	No
Do you work within the City limits?	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
Please describe your community involvement:	Currently, I serve as the Associate Director of Admissions at Stetson University, where I have increased enrollment of high-achieving students in our unique academic programs by 20% over the past two years and manage a team of eight admissions recruiters who provide information sessions, campus tours, financial aid counseling, and general knowledge to over 16,000 prospective applicants each year. I recently earned my MBA from Stetson, focusing on Sales Management; during which I worked with The Neighborhood Center on a marketing campaign with the goal of increasing corporate sponsorships $1 Million over the fiscal year. This was a welcome continuation of the community engagement work I've conducted with Stetson and the City of DeLand over the past eight years living in Volusa County. After graduating with a Bachelor of Arts in Environmental Studies, concentrating in Cultural and Political Ecology, I served as an AmeriCorps Summer VISTA with Stetson's Center for Community Engagement. As the Economic Development Research and Resource Coordinator, I piloted projects like a Mutual Aid Database and an Annexation Research Plan that gathered and made available data from over 65 county organizations to low-income and impoverished households and made clear the history of unsuccessful votes on the incorporation of the Spring Hill Community due to the potential effect it would have on the city's tax base.
Please describe your interest/activities:	I am dedicated to promoting wellness for individuals and communities. Weekly, I connect with community members in local businesses, at community events, and in educational centers advocating for healthy lifestyle changes and ways to increase opportunities for people to get connected. I also spend significant time enjoying the natural beauty of Volusia County's gardens, springs, and beaches during my evenings and on the weekends. My long-term plan is to establish a nonprofit organization to promote wellness

and environmental sustainability in the community. My recent studies in Clinical Mental Health Counseling are helping to draw connections between mental, social, and environmental wellbeing. My background as a social justice scholar with the Corella and Bertram F. Bonner Foundation, and the Hyatt and Cici Brown Center for Faculty Innovation and Excellence, drives me to find a balanced, nuanced way of bringing people together to fellowship in community, especially in the wake of these hard times that we have all experience over the past few years.

Having seen DeLand from a variety of unique perspectives, it has been impossible not to notice its unimaginable growth and the deep care our city council and municipal organizations take to preserve a fascinating history while remaining open to prosperous change. The city has become my home, and I aspire to continue seeing the expansion of accessibility, green spaces, and the continued development of a place that has made its name known as one of the best throughout the nation.

The DeLand 2050 plan, Amway Expansion, and River to Sea Loop are transformative projects that will take our city into a new stage of connectivity and commerce for decades to come. Those projects take a deep understanding of the past, a detailed examination of the present, and a dedicated focus on providing a brighter future for generations to come. I aspire to have my name share the space with those who've made a foundational commitment to ensuring that the best, truly, is what has yet to come for the residents of Deland, and for the uncountably many visitors who travel to and from our town, singing its praises to their family and friends along the way.

I am committed to acquiring and maintaining essential information to understand past trends, present conditions, and the forces driving change. I aim to help prepare, amend, and revise comprehensive plans that meet current and future needs. My goal is to establish principles and policies that guide development, recommend appropriate zoning ordinances, and ensure that proposed developments align with what the people of DeLand truly want and need to live and prosper. All of this through the holding of public hearings and keeping our community informed about what is possible, what is probable, and what they can do to be a part of the city's future.

Why do you desire to serve on this Board or Committee?

First name: Markus-Daniel

Middle name: Yohon

Last name: Jones

Email address: myjones@stetson.edu

Primary phone number: (850) 368-9004

Address: 900 N Boston Ave, DeLand, FL 32724, USA

Employment History

Employer: Stetson University

Position: Associate Director of Admissions

Employment date: 04/12/2021

Education

Degree(s): Master of Business Administration, Bachelors of Arts in Environmental Studies

School or college:	Stetson University
Graduation date:	05/2023
A resume or separate sheet with additional information may be included:	Resume_Jones_2024_DeLand_Planning_Board.pdf

Completed Stages:

Application: ✔ 11/05/2024 02:09:07 PM - Markus-Daniel Jones <Myjones@stetson.edu>

Uploaded Files

Name	Uploaded by	Version	Source
Resume_Jones_2024_DeLand_Planning_Board.pdf	SYSTEM	1	A resume or separate sheet with additional information may be included:

0 Comments 0 Emails

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-3843a92af5b8400a8d9781c0d2ad7ace.prod@simpligov.com . All emails sent into the workflow will display in the list below.

MARKUS-DANIEL Y. JONES, M.B.A.

900 N Boston Ave., DeLand, FL 32724
(850) 368-9004 | myjones@stetson.edu | linkedin.com/in/markus-danielj/

SUMMARY STATEMENT

Dynamic and strategic leader with a comprehensive background in business, education, and community engagement. Proven success in program development, strategic planning, and collaborative leadership. Experienced in engaging with diverse teams and implementing innovative programming that aligns with comprehensive strategies and supports sustainable development. Skilled in leveraging data, local trends, and community insights in drafting policy. Passionate about DeLand's cultural, environmental, and historical legacy; dedicated to delivering thoughtful, impactful work that respects and enhances community character and vitality.

PROFESSIONAL EXPERIENCE

Stetson University Enrollment Management Division – DeLand, FL — April 2021 – Present
Associate Director of Admissions | ***Assistant Director*** | ***Senior Recruiter*** | ***Admissions Recruiter***

- Increased total annual enrollment across nine premier academic programs by 30%.
- Coordinate prospective student engagement initiatives across 14 departments, including event planning and marketing.
- Manage and support a team of 8 recruiters, providing direction and follow-up on weekly priorities and annual goals.
- Conduct market analyses and recruitment efforts for 4 major regional territories, including 60,000 prospective students.
- Spearhead strategic initiatives for undergraduate admissions, enhancing enrollment of high-achieving students.

Stetson University Division of Academic Affairs – DeLand, FL — August 2023 – Present
Adjunct Faculty | ***College of Arts & Sciences*** | ***School of Business Administration***

- Guide 14 first-year students in critical thinking, fostering open dialogue, information literacy and academic writing.
- Facilitate deep reflection and learning for 1 Honors student as they navigate their internships and real-world experiences.
- Instruct 18 second-year business students in developing intercultural competence, self-awareness and presentation skills.

Stetson University Center for Community Engagement – DeLand, FL — May 2020 - April 2021
Economic Development Resource and Research Coordinator

- Developed and managed 6 community partnerships, facilitating 4 mutual aid and economic development projects.
- Evaluated equity, inclusivity, and civic engagement strategies in 3 local and regional development plans.

EDUCATION

Stetson University's Department of Counselor Education – DeLand, FL — (Expected May 2027)

- Master of Clinical Mental Health & Marriage, Couple, and Family Counseling

Stetson University's School of Business Administration – DeLand, FL

- Master of Business Administration - *Sales Management*

Stetson University's College of Arts and Sciences – DeLand, FL

- Bachelor of Arts in Environmental Studies – Cultural and Political Ecology | Certificate of Community Engagement

SKILLS & QUALIFICATIONS

- Strategic Program Development – OGSM, SWOT, PEST
- Project Management – Agile, Waterfall
- Budget Management – Activity-Budgeting
- Educational Programming – Informational, Interactive, Socratic
- Proficient in Blackbaud Altru System

SUPPLEMENTAL EXPEREINCES

Stetson's University's Brown Center for Faculty Innovation and Excellence – Deland, FL — October 2023 – Present

- Faculty Cohort for Inclusive Pedagogy

The Guild of the Museum of Arts and Sciences – Daytona Beach, FL — November 2023

- Beverage Vendor at Halifax Art Festival

View History Report

Audit Trail

Show detailed result

Application Submitted by Devon Morris <dvnmorris774@gmail.com>

Are you a City of DeLand resident?	Yes
How long have you lived in the DeLand area?	2024
Do you own property in DeLand?	No
Do you work within the City limits?	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
Please describe your community involvement:	I am the Executive Director of Walkable Volusia, a non-profit dedicated to making Volusia a safer, cleaner, and more fun place to live by investing in walkable and bikeable infrastructure.
Please describe your interest/activities:	Urban planning is my principal interest. I am constantly reading books and academic research focused on sustainable, people-oriented planning and seeking out success stories from cities like DeLand across the state and country. I have sought to immerse myself in DeLand planning ordinances, the comprehensive plan, and land development code.
Why do you desire to serve on this Board or Committee?	I believe that my knowledge and passion, coupled with my love of this city, would make me an asset to this board. I have a public servant's heart and want nothing more than to put myself at the service of the city in furtherance of its strategic goals.
First name:	Devon
Middle name:	S
Last name:	Morris
Email address:	dvnmorris774@gmail.com
Primary phone number:	(386) 675-2458
Address:	309 S Hayden Ave, DeLand, FL 32724, USA

Employment History

Employer:	Windward Risk Managers
Position:	Customer Relationship Specialist
Employment date:	01/06/2025

Education

Degree(s):	Bachelor's Degree, Political Science Pre-Law
School or college:	University of Central Florida

Graduation date: 05/2024

Completed Stages:

Application: ✔ 04/22/2025 10:38:25 AM - Devon Morris <dvnmorris774@gmail.com>

0 Comments 0 Emails

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-5dc0484d63134967ae029a7780ea06f3.prod@simpligov.com . All emails sent into the workflow will display in the list below.

View History Report

Audit Trail

Show detailed result
Application Submitted by Aaron Preston <aaroncpreston@gmail.com>

Are you a City of DeLand resident?	Yes
How long have you lived in the DeLand area?	30 years in Lake Helen, 3 1/2 years in DeLand
Do you own property in DeLand?	Yes
Do you work within the City limits?	Yes
Have you ever served on a City Board?	Yes
When and which Board?	Lake Helen PLDRC, DeLand Strategic Planning SteerCo
Are you currently serving on any advisory board for any other governmental agency?	No
Please describe your community involvement:	City of DeLand Volunteer of the Year U40 in 2024. Active in the Rotary Club of Downtown DeLand. Sitting board member for West Volusia Habitat for Humanity. Involved to a lesser extent with the West Volusia Neighborhood Center, Good Samaritan Clinic, DeLand Chamber.
Please describe your interest/activities:	I love participating in local civics. I like to exercise by riding my bike around town and I spend a lot of time downtown at local businesses. I like to help people start and grow businesses and I like to invest in and grow my real estate portfolio.
Why do you desire to serve on this Board or Committee?	I have a strong desire to participate in decision making when it comes to short and long term planning in the City of DeLand. I'm 38 years old, born and raised poor and often I see folks on planning boards that are older, retired, and possibly haven't seen what it's like to live in a high density urban environment. I feel like I bring a unique perspective and would love a chance to be a champion for my demographic - one that has struggled much harder to achieve the American dream than previous generations - as far as home ownership goes. My goals are smart growth with a focus sustainable living and balance between those of us that want to live on a 5 acre farm - and those of us that want to live in an affordable apartment downtown and walk to work.
First name:	Aaron
Last name:	Preston
Email address:	aaroncpreston@gmail.com
Primary phone number:	(386) 748-9386
Address:	133 N Kentucky Ave, DeLand, FL 32724, USA
Employment History	

Employer: TransUnion, LLC
Position: Major Account Executive
Employment date: 03/28/2023

Education

Degree(s): Associate of Arts with Honors in General Education
School or college: Daytona State College
Graduation date: 05/2010

A resume or separate sheet with additional information may be included: 20250422_resume.docx

---

Completed Stages:

Application: ✔ 04/22/2025 01:03:44 PM - Aaron Preston <aaroncpreston@gmail.com>

Uploaded Files

Name	Uploaded by	Version	Source
20250422_resume.docx	SYSTEM	1	A resume or separate sheet with additional information may be included:

0 Comments 0 Emails

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-c59daa1f66d64f8d8abcbf727ff58c30.prod@simpligov.com . All emails sent into the workflow will display in the list below.

Aaron C Preston

Partner Enablement Manager

133 N Kentucky Ave, DeLand FL, 32724

T: 386-748-9386
E: aaroncpreston@gmail.com

Aaron C Preston

Project Manager

PROFILE

Major Account Executive with specialization in software to help analyze, clean, publish and value real estate appraisal data for federal, state and local government offices. Experienced in partner relations, customer relations, sales management, resource allocation, marketing, product development, software implementation and management. Knowledge in database management and web solutions as they pertain to the end user as well as administration. Strong interpersonal skills with the ability to adapt to change readily to solve problems in real time. Exceeds expectations, works well independently or as a team member. Ability to travel on a regular basis.

EXPERIENCE

Partner Enablement Manager (Major Account Executive)/TransUnion LLC

Chicago, IL – Remote — March, 2023 - present

Project Manager position supporting the sales team as an operational liaison in the Public Sector under the Channels and Alliances team. Assist account executives by planning and executing the onboarding of new channel partners in the state, local, and federal sector covering education, defense, refugee resettlement, police, health and human services, and a variety of other major focuses in the public sector. The onboarding process includes credentialing a potential partner as a legally approved consumer or distributor of federally protected FCRA and GLBA data. Onboarding also consists of managing the legal stack which includes, MNDAs, Billing Agent Agreements, Reseller Agreements, Pricing Contracts and any other agreements that the Public Sector counsel deems necessary. To put it succinctly – my job is to walk a new partner or customer through the onboarding process from start to finish – and then monitor their account and solve any problems that may disrupt their access to TransUnion data or services.

Project Manager/Assessment Account Specialist, Esri Inc

DeLand, FL — Jan, 2019 – March, 2023

Hybrid role consisting of both sales support and project management in the public sector. Regularly managed 10-15 professional service projects concurrently, ranging from $5,000 - $7,000,000. Project management duties covered contract scoping/review and beginning-to-end implementation for a variety of GIS and CAMA (Computer-Aided Mass Appraisal) projects utilizing teams of 2-20 people. Provided training and web demos for the sales team. Supported sales team in both customer service and new sales by attending regular conferences and assisting/creating marketing campaigns. Secured roughly $450,000 in new sales or Change Request add-ons for existing projects in 2022. Worked with partners such as Cyclomedia, Evaluator Services and Technology, Eagleview, RAMTeCH, and Sanborn to provide collaborative solutions for clients through Scope of Work (SOW)/contract creation and fulfillment. Maintained partner relations through regular communication, meetings and occasional site visits. Managed partners and customers within Salesforce and related plug-ins.

US Sales Manager/Project Manager, Spatialest

DeLand, FL — May, 2016 - Dec, 2018

Hybrid role consisting of both sales and project management. Sought new clients and business opportunities in the government sector. Maintain US based operations from DeLand, FL office. This included regular bank deposits, managing all tracking and shipping inventory, and conference prep. Lead marketing campaigns in an effort to broaden brand exposure as well as target individual clients and organizations. Managed new client implementation, rolled out client-side data extract automation and assisted team members with various data issues. Served as single point of contact for clients in my territory. Provided ongoing technical support as needed. Sales activity includes site visits, strategic road trips, remote demos (webex), direct mail campaigns, conference sponsorship, email campaigns, and regular targeted market demographic research.

Project Manager/Director of Implementation, qPublic/Schneider Corp
DeLand, FL — Sept, 2009 - May, 2016

Developed working relationships with new clients while handling the project builds for their new website or other database tools for local government. Managed a team of developers, software technicians and a sales liaison to bring these projects through to completion. Assisted with day to day training, software maintenance, helpdesk support, sales of minor software add-ons, customer support for elevated clients or users, and generated narrative and time-based reports to provide to upper-level management and shareholders. Implemented new web applications and mapped out various data systems through direct development and managing other developers.

Accomplishments

- Designed and launched company's first Flash-based site
- Implemented client tracking and list-type project management model to streamline product launches
- Automated 350 daily or weekly website updates and developed tracking metrics
- Sold $110,000+ in additional enhancements and smaller web contracts in 2015
- Migrated over 150 websites from open-source LAMP (Linux, Apache, MySQL, PHP) to Windows/.net based applications
- Maintained subscription service application for 100+ clients, 15 partners and over 100,000 users

PROFESSIONAL DEVELOPMENT

DeLand, FL — August 2024 – December 2024

Leadership West Volusia/JJ Master Certificate for Professionalism, Greater West Volusia Chamber & Stetson University

Online — Jan 1, 2022 – March 28, 2023

Project Management Professional designation, Project Management Academy

Kansas City, MO — Jan 1, 2021 - Dec 31, 2021

IAAO GIS Task Force

Kansas City, MO — Jan 1, 2018 - Dec 31, 2018

IAAO Membership committee appointment

Orlando, FL — Mar 13, 2018 - March 18, 2018

Sandler Training - Sandler Foundations, Sales Mastery

Online —Nov 1, 2018 - December 31, 2018

Udemy (online code academy) - PostgreSQL Crash Course

Orlando, FL — Dec 9, 2016 - Dec 14, 2016

IAAO 300 - Fundamentals of Mass Appraisal

EDUCATION

University of Central Florida, Bachelor's of Applied Science in Business Administration (not completed)

Orlando, FL — 2010 -2012

Excelled in Communication, specializing in Entrepreneurial Studies and Investments. Financial and Managerial Accounting Business in Computer Applications, Macro- and Micro-economics, Business Law, Cornerstone and International Business.

Daytona State College, Associates of Arts - Honors Diploma

DeLand, FL — 2005 - 2009

SKILLS

- Salesforce (+Plug-ins: Kimble, Marketo)
- LAMP server stack experience (Linux, Apache, MySQL, PHP)
- PostgreSQL
- Bash
- AWS
- Python
- Perl
- Shell scripting, batch scripting (windows)
- Esri ArcGIS Desktop 9 and 10, ArcGIS Online, Info and Catalogue, specialization in model building and gis repair
- Mapserver 4-6
- Windows network administration
- HTML
- JavaScript experience
- PayPal online payment integration
- Oracle, MySQL, TPS, Access and various home-grown custom database structures
- Familiarity with assessing standards in 38 states and 800+ local municipalities including exemptions, comparable

sales, land covenants, value caps, multiple regression analysis and modeling

REFERENCES

Available upon request.

133 N Kentucky Ave, DeLand FL, 32724

T: 386-748-9386
E: aaroncpreston@gmail.com

View History Report

Audit Trail

Show detailed result

Application Submitted by Jeffrey Schimming <jeff.schimming@gmail.com>

Are you a City of DeLand resident?	Yes
How long have you lived in the DeLand area?	4 years
Do you own property in DeLand?	Yes
Do you work within the City limits?	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
Please describe your community involvement:	I have often found myself volunteering for a variety of organizations and causes. The majority of my involvement has been within ministry. For several years, I rode with Bikers Against Child Abuse. Most recently, I joined the Florida State Guard (FSG) where I am currently serving as the HR Sergeant (S1) for Alpha Co Crisis Response Battalion.
Please describe your interest/activities:	I'm primarily a homebody. I enjoy being a resident tourist in Florida. I like to explore new places, towns, restaurants, etc. I like classic cars and own a 1966 VW Beetle. I really enjoy playing softball on Monday nights at Sperling Sports Complex with my brother and nephew.
Why do you desire to serve on this Board or Committee?	I really love this city. I truly want to see DeLand grow in a positive and prosperous way for all. DeLand has so much to offer it's citizens as well as visitors. I would be honored to be a part of shaping the future of DeLand.
First name:	Jeffrey
Middle name:	Edward
Last name:	Schimming
Email address:	jeff.schimming@gmail.com
Primary phone number:	(386) 564-6645
Secondary phone number:	(909) 821-0942
Address:	630 N Garfield Ave, DeLand, FL 32724, USA

Employment History

Employer:	Manatus Corp
Position:	Owner / President
Employment date:	09/01/2024

Education

Degree(s):	N/A
School or college:	Coleman College
Graduation date:	08/1998

Completed Stages:

Application: ✔ 04/30/2025 06:30:51 PM - Jeffrey Schimming <jeff.schimming@gmail.com>

0 Comments 0 Emails

Comments

Comments(0)

To link emails to this workflow - send or CC them to this workflow using the following workflow specific address: wf-8485cfcf7a5340889e1cb10f70ee69a8.prod@simpligov.com . All emails sent into the workflow will display in the list below.

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Request to Continue First Reading of Ordinance Annexing ±10.64 Acres of Property, Located at 1290 West Plymouth Avenue (Delaney Trinity Reserve).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Continuation Memo, Ordinance, AN24-180 Legal Description with Acreage + ROW, AN24-180 Survey 10.64 Acres - includes ROW, AN24-180 Staff Report Delaney Annexation, AN24-180 Narrative, AN24-180 Aerial, AN24-180 Zoning

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

The subject property is ± 10.64 acres in size, including the south portion of the W. Plymouth Ave. right-of-way. The property is located in unincorporated Volusia County and is currently zoned VC: A-3 (Volusia County Transitional Agriculture), with a future land use designation of VC: ULI (Volusia County Urban Low Intensity). It is owned by the Trinity United Methodist Church, and the property is currently vacant, but heavily wooded. This application is accompanied by a request for a future land use amendment (SMLU24-181), as well as a PD rezoning application (Z24-179), proposing 78 townhome units. If the requests are approved, any future site improvements will first require approval of a separate development application.

On May 14, 2025, the Planning Board voted unanimously to approve the annexation request.
On June 16, 2025, the City Commission voted to continue the request to the July 7, 2025 meeting.
On July 7, 2025, the City Commission voted to continue the request to the August 4, 2025 meeting.

This is a request for continuance to the August 18, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Strategic Plan Focus Area: Preparing for Future Sustainability - Annexing the property into the city's jurisdiction will subject it to the city's adopted policies and allow implementation of the city's Sustainability Action Plan.

FISCAL IMPACT:

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

RECOMMENDATION:

Requested to continue to the August 18, 2025, City Commission meeting.

BACKGROUND/DISCUSSION:

North of the property is the Hunter's Creek apartment complex; south is the Heritage Place single-family residential subdivision; east is Putterman Athletics (manufacturer of recreational products for athletic facilities); and west is currently a vacant and clear piece of land and will be the future location of the new Trinity United Methodist Church.

Planning Department

Memorandum

TO: City Commission

DATE: August 4, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue First Reading Annexing ±10.64 Acres of Property Located at 1290 W. Plymouth Ave. (Delaney Trinity Reserve).

==========

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the August 4, 2025, City Commission meeting to the August 18, 2025, City Commission meeting.

ORDINANCE NO. 2025 –

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 10.64 ACRES OF PROPERTY LOCATED AT 1290 WEST PLYMOUTH AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Mark Watts, Esq., on behalf of the owner, Trinity United Methodist Church, Inc., submitted a petition for annexation of approximately +/- 10.64 acres of land located at 1290 West Plymouth Avenue; and

WHEREAS, the subject property to be annexed is currently vacant and heavily wooded

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand on the north, south, east and west, if annexed, the subject property encloses an existing enclave, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described parcel of land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Mark Watts, Esq., totaling approximately +/- 10.64 acres, located at 1290 W. Plymouth Avenue, is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

See legal description(s) attached hereto as Exhibit "A"

Parcel Identification No. 700700000030

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

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 P.M., on _____, 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 _____, 2025.

_____
Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

_____
Julia M. Hewitt
Interim City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

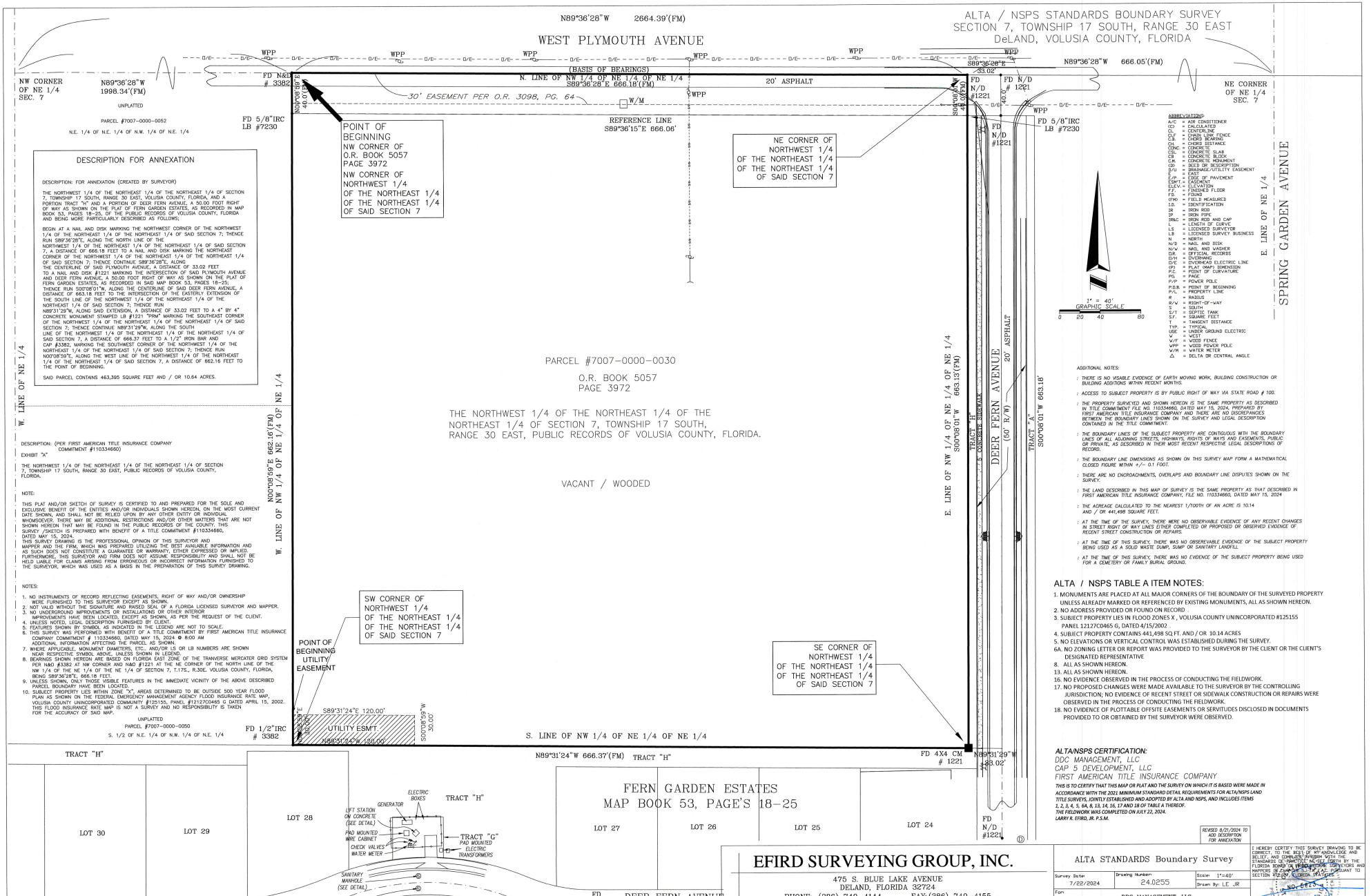
LEGAL DESCRIPTION
DELANEY RESERVE PH 2 ANNEXATION

DESCRIPTION: FOR ANNEXATION (CREATED BY SURVEYOR)

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND A PORTION TRACT "H" AND A PORTION OF DEER FERN AVENUE, A 50.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FERN GARDEN ESTATES, AS RECORDED IN MAP BOOK 53, PAGES 18-25, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A NAIL AND DISK MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN S89°36'28"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 666.18 FEET TO A NAIL AND DISK MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE S89°36'28"E, ALONG THE CENTERLINE OF SAID PLYMOUTH AVENUE, A DISTANCE OF 33.02 FEET TO A NAIL AND DISK #1221 MARKING THE INTERSECTION OF SAID PLYMOUTH AVENUE AND DEER FERN AVENUE, A 50.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FERN GARDEN ESTATES, AS RECORDED IN SAID MAP BOOK 53, PAGES 18-25; THENCE RUN S00°08'01"W, ALONG THE CENTERLINE OF SAID DEER FERN AVENUE, A DISTANCE OF 663.18 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN N89°31'29"W, ALONG SAID EXTENSION, A DISTANCE OF 33.02 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED LB #1221 "PRM" MARKING THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE N89°31'29"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 666.37 FEET TO A 1/2" IRON BAR AND CAP #3382, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN N00°08'59"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 662.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 463,395 SQUARE FEET AND / OR 10.64 ACRES.


ALTA / NSPS STANDARDS BOUNDARY SURVEY
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA
WEST PLYMOUTH AVENUE
N89°36'28"W 2664.39'(FM)
(BASIS OF BEARINGS)
N. LINE OF NW 1/4 OF NE 1/4
S89°36'28"E 666.18'(FM)
30' EASEMENT PER O.R. 3098, PG. 64
REFERENCE LINE
S89°36'15"E 666.06'
20' ASPHALT
N89°36'28"W 666.05'(FM)
NW CORNER OF NE 1/4 SEC. 7
NE CORNER OF NE 1/4 SEC. 7
N89°36'28"W 1998.34'(FM)
UNPLATTED
PARCEL #7007-0000-0052
N.E. 1/4 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
FD N&D # 3382
FD 5/8"IRC LB #7230
FD N/D #1221
POINT OF BEGINNING NW CORNER OF O.R. BOOK 5057 PAGE 3972
NW CORNER OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7
NE CORNER OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7
SW CORNER OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7
SE CORNER OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7
POINT OF BEGINNING UTILITY EASEMENT
S89°31'24"E 120.00'
UTILITY ESMT.
N89°31'24"W 120.00'
S00°08'59"W 30.00'
S. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
N89°31'24"W 666.37'(FM)
FD 4X4 CM # 1221
N89°31'29"W 33.02'
W. LINE OF NW 1/4 OF NE 1/4
N00°08'59"E 662.16'(FM)
E. LINE OF NW 1/4 OF NE 1/4
S00°08'01"W 663.13'(FM)
S00°08'01"W 663.18'
PARCEL #7007-0000-0030
O.R. BOOK 5057
PAGE 3972
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
VACANT / WOODED
DEER FERN AVENUE (50' R/W)
20' ASPHALT
5' CONCRETE SIDEWALK
TRACT "H"
TRACT "A"
SPRING GARDEN AVENUE
1" = 40'
GRAPHIC SCALE
0 20 40 80
DESCRIPTION FOR ANNEXATION
DESCRIPTION: FOR ANNEXATION (CREATED BY SURVEYOR)
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND A PORTION TRACT "H" AND A PORTION OF DEER FERN AVENUE, A 50.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FERN GARDEN ESTATES, AS RECORDED IN MAP BOOK 53, PAGES 18-25, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
BEGIN AT A NAIL AND DISK MARKING THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN S89°36'28"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 666.18 FEET TO A NAIL AND DISK MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE S89°36'28"E, ALONG THE CENTERLINE OF SAID PLYMOUTH AVENUE, A DISTANCE OF 33.02 FEET TO A NAIL AND DISK #1221 MARKING THE INTERSECTION OF SAID PLYMOUTH AVENUE AND DEER FERN AVENUE, A 50.00 FOOT RIGHT OF WAY AS SHOWN ON THE PLAT OF FERN GARDEN ESTATES, AS RECORDED IN SAID MAP BOOK 53, PAGES 18-25; THENCE RUN S00°08'01"W, ALONG THE CENTERLINE OF SAID DEER FERN AVENUE, A DISTANCE OF 663.18 FEET TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN N89°31'29"W, ALONG SAID EXTENSION, A DISTANCE OF 33.02 FEET TO A 4" BY 4" CONCRETE MONUMENT STAMPED LB #1221 "PRM" MARKING THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE CONTINUE N89°31'29"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 666.37 FEET TO A 1/2" IRON BAR AND CAP #3382, MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE RUN N00°08'59"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7, A DISTANCE OF 662.16 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 463,395 SQUARE FEET AND / OR 10.64 ACRES.
DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT #110334660)
EXHIBIT "A"
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF A TITLE COMMITMENT #110334660, DATED MAY 15, 2024.
THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.
NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT # 110334660, DATED MAY 15, 2024 @ 8:00 AM ADDITIONAL INFORMATION AFFECTING THE PARCEL, AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE OF THE TRANVERSE MERCATER GRID SYSTEM PER NAD #3382 AT NW CORNER AND NAD #1221 AT THE NE CORNER OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T.17S., R.30E. VOLUSIA COUNTY, FLORIDA, BEING S89°36'28"E, 666.18 FEET.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #12127C0465 G DATED APRIL 15, 2002. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
UNPLATTED
PARCEL #7007-0000-0050
S. 1/2 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
FD 1/2"IRC # 3382
ABBREVIATIONS
A/C = AIR CONDITIONER
CD = CALCULATED
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CB = CHORD BEARING
CH. = CHORD DISTANCE
CONC. = CONCRETE
CS. = CONCRETE SLAB
CB. = CONCRETE BLOCK
CM = CONCRETE MONUMENT
DD. = DEED OR DESCRIPTION
D/U = DRAINAGE/UTILITY EASEMENT
E = EAST
E/P = EDGE OF PAVEMENT
ESMT. = EASEMENT
ELEV. = ELEVATION
F.F. = FINISHED FLOOR
F.E. = FENCE
FMO = FIELD MEASURED
I.D. = IDENTIFICATION
IR = IRON ROD
IP = IRON PIPE
IRAC = IRON ROD AND CAP
L = LENGTH OF CURVE
LS = LICENSED SURVEYOR
LB = LICENSED SURVEY BUSINESS
N = NORTH
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
O.R. = OFFICIAL RECORDS
O/H = OVERHANG
O/E = OVERHEAD ELECTRIC LINE
P.O.C. = POINT OF COMMENCEMENT
P.C. = POINT OF CURVATURE
PG. = PAGE
P/P = POWER POLE
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R = RADIUS
R/W = RIGHT-OF-WAY
S = SOUTH
S/T = SEPTIC TANK
S.F. = SQUARE FEET
T = TANGENT DISTANCE
TYP. = TYPICAL
UGE = UNDER GROUND ELECTRIC
W = WEST
W/F = WOOD FENCE
WPP = WOOD POWER POLE
W/M = WATER METER
Δ = DELTA OR CENTRAL ANGLE
ADDITIONAL NOTES:
: THERE IS NO VISABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
: ACCESS TO SUBJECT PROPERTY IS BY PUBLIC RIGHT OF WAY VIA STATE ROAD # 100.
: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT FILE NO. 110334660, DATED MAY 15, 2024, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THE SURVEY AND LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT.
: THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
: THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICAL CLOSED FIGURE WITHIN +/- 0.1 FOOT.
: THERE ARE NO ENCROACHMENTS, OVERLAPS AND BOUNDARY LINE DISPUTES SHOWN ON THE SURVEY.
: THE LAND DESCRIBED IN THIS MAP OF SURVEY IS THE SAME PROPERTY AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 110334660, DATED MAY 15, 2024
: THE ACREAGE CALCULATED TO THE NEAREST 1/100TH OF AN ACRE IS 10.14 AND / OR 441,498 SQUARE FEET.
: AT THE TIME OF THE SURVEY, THERE WERE NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED OR OBSERVED EVIDENCE OF RECENT STREET CONSTRUCTION OR REPAIRS.
: AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
: AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF THE SUBJECT PROPERTY BEING USED FOR A CEMETERY OR FAMILY BURIAL GROUND.
ALTA / NSPS TABLE A ITEM NOTES:
1. MONUMENTS ARE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS, ALL AS SHOWN HEREON.
2. NO ADDRESS PROVIDED OR FOUND ON RECORD
3. SUBJECT PROPERTY LIES IN FLOOD ZONES X , VOLUSIA COUNTY UNINCORPORATED #125155 PANEL 12127C0465 G, DATED 4/15/2002 .
4. SUBJECT PROPERTY CONTAINS 441,498 SQ.FT. AND / OR 10.14 ACRES
5. NO ELEVATIONS OR VERTICAL CONTROL WAS ESTABLISHED DURING THE SURVEY.
6A. NO ZONING LETTER OR REPORT WAS PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE
8. ALL AS SHOWN HEREON.
13. ALL AS SHOWN HEREON.
16. NO EVIDENCE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION; NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. NO EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR WERE OBSERVED.
ALTA/NSPS CERTIFICATION:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 8, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON JULY 22, 2024.
LARRY R. EFIRD, JR. P.S.M.
REVISED 8/21/2024 TO ADD DESCRIPTION FOR ANNEXATION
TRACT "H"
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
FERN GARDEN ESTATES
MAP BOOK 53, PAGE'S 18-25
LIFT STATION ON CONCRETE (SEE DETAIL)
GENERATOR
ELECTRIC BOXES
PAD MOUNTED WIRE CABINET
CHECK VALVES WATER METER
TRACT "G" PAD MOUNTED ELECTRIC TRANSFORMERS
SANITARY MANHOLE (SEE DETAIL)
STORM MANHOLE
FD N/D #1221
DEER FERN AVENUE (50' R/W)
EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX:(386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230
ALTA STANDARDS Boundary Survey
Survey Date 7/22/2024
Drawing Number 24.0255
Scale 1"=40'
Drawn By: LE JR
Form
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
1299 W. PLYMOUTH AVE., DeLAND
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
NO. 6829
STATE OF FLORIDA
8/21/2024
LARRY R. EFIRD JR.
Professional Surveyor & Mapper No. 5829

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

May 14, 2025

APPLICATION: AN24-180

1. **Requested Action:** Annexation of 10.64 acres of property into the City limits of DeLand
2. **Location:** 1290 W. Plymouth Ave.
3. **Petitioner**: Mark Watts, CobbCole
4. **Staff:** Kendall Story
5. **Owner**: Trinity United Methodist Church, Inc.
6. **Size of parcel(s):** ± 10.64 acres
7. **Parcel ID**: 700700000030
8. **Land Use Designation & Zoning of Subject Property:**

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

   Existing Zoning: Volusia County: R-3

   Existing Use: Wooded/Undeveloped

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

	LAND USE	ZONING
North:	Medium Density Residential	Hunter's Creek PD (Hunters Creek Apts)
South:	High Density Residential	R-1AA
East:	Medium Density Residential	DeLand Commercial Properties PD/C-2
West:	Medium Density Residential	R-1A

10. Physical Characteristics: The subject property is ± 10.64 acres in size, including the south portion of the W. Plymouth Ave. right-of-way, is wooded and undeveloped. It does not appear to contain any wetlands and does not lie within the 100-year flood zone.

The subject property is located in unincorporated Volusia County and is currently zoned VC: R-3 (Volusia County Urban Single Family), with a future land use designation of VC: ULI (Volusia County Urban Low Intensity). It is owned by the Trinity United Methodist Church, and the property is currently vacant, but heavily wooded. This application is accompanied by a request for a future land use amendment (SMLU24-181) to MDR (Medium Density Residential), as well as a PD rezoning application (Z24-179) proposing 78 townhome units. If the requests are approved, any future site improvements will first require approval of a separate development application.

11. Public Services & Utilities: The City's Utilities Department determined the closest City water main is an 8-inch water main running along W. Plymouth Ave. The closest city sewer main is also located W. Plymouth Ave. as a 6-inch force main, as well as an 8-inch gravity sewer system located in Heritage Place (south).

12. Growth Management Plan Consistency:
North of the property is the Hunter's Creek apartment complex; south is the Heritage Place single-family residential subdivision; east is Putterman Athletics (manufacturer of recreational products for athletic facilities); and west is currently a vacant and clear piece of land and will be the future location of the new Trinity United Methodist Church (SP24-170).

13. 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 encloses an existing enclave, is contiguous to the City of DeLand, is reasonably compact and is not circuitous. The parcel is nearly a perfect square and contiguous to the city to the north by ± 667 ft., to the south by ± 667 ft., to the east by ± 663 ft. and to the west by ± 662 ft.

Recommendation: Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

Based upon the concurrency requirements of the State of Florida and the City's concurrency management plan, as adopted in Article 5, Sec. 33-41 of the Land Development Regulations, approval of the proposed annexation does not automatically provide vested development rights. At the time the developer applies for a development permit, adequate infrastructure must exist to support the proposed development. If such infrastructure does not exist, the developer may be required to incur additional expense to ensure that the necessary infrastructure is provided.

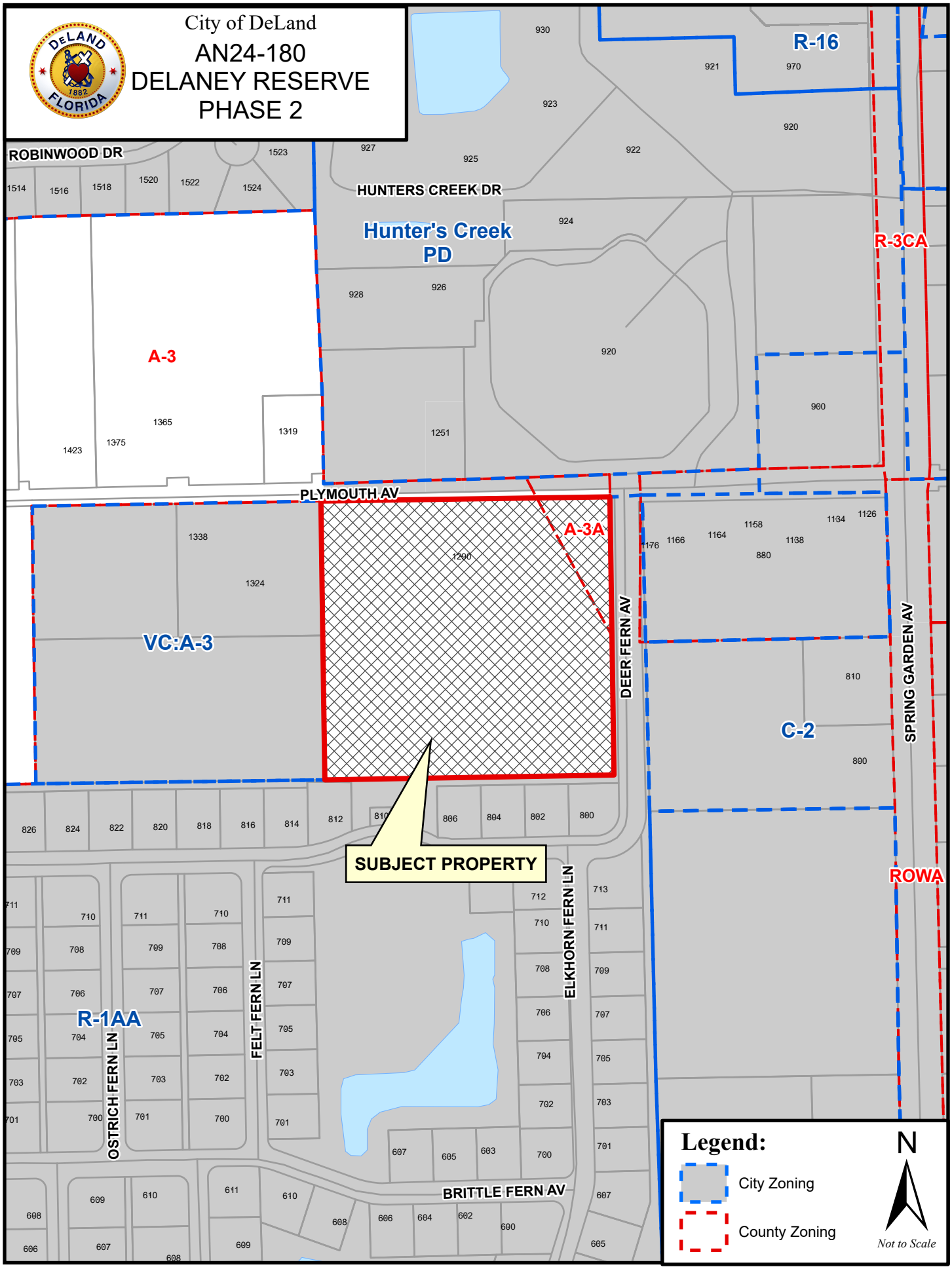
NARRATIVE FOR DELANEY RESERVE PH 2

PUD REZONING, SMALL-SCALE COMP PLAN AMENDMENT

AND ANNEXATION

The subject property is currently in unincorporated Volusia County, but is included in the City of DeLand's utility service area and is shown as part of the planned urban core (Category 2) in the current DeLand 2050 plan. In order to proceed with potential development, annexation is required. In regard to the proposed Medium Density Residential land use classification, the property is adjacent to property that is designated as Highway Commercial, to the east, Medium Density Residential, to the north, and Low Density Residential to the south and west. The applicant is requesting a simultaneous rezoning to Planned Unit Development that will authorize the development of a townhome community. Townhomes are an appropriate transitional housing density between the apartment and townhome development (Lexington Club) to the north, existing commercial development to the east (Putterman Athletics), a planned house of worship to the west (Trinity Methodist Church) and the Heritage Place single family development to the south.


City of DeLand
AN24-180
DELANEY RESERVE
PHASE 2
SUBJECT PROPERTY
PLYMOUTH AV
SPRING GARDEN AV
HUNTERS CREEK DR
DEER FERN AV
ELKHORN FERN LN
OSTRICH FERN LN
FELT FERN LN
BRITTLE FERN AV
S CREEK DR
A-3
A-3A
VC:A-3
PD
R-3CA
C-2
ROWA
R-1AA
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
AN24-180
DELANEY RESERVE
PHASE 2
ROBINWOOD DR
HUNTERS CREEK DR
Hunter's Creek
PD
A-3
R-16
R-3CA
A-3A
VC:A-3
C-2
R-1AA
ROWA
PLYMOUTH AV
DEER FERN AV
SPRING GARDEN AV
ELKHORN FERN LN
FELT FERN LN
OSTRICH FERN LN
BRITTLE FERN AV
SUBJECT PROPERTY
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Request to Continue First Reading of Ordinance Changing the Land Use for Approximately ±10.14 Acres of Property, Located at 1290 West Plymouth Avenue, from Volusia County Urban Low Intensity (ULI) to City of DeLand Medium Density Residential (MDR).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Continuation Memo, Ordinance, SMLU24-181 Survey, SMLU24-181 Staff Report, SMLU24-181 Narrative, SMLU24-181 Current Land Use, SMLU24-181 Proposed Land Use, SMLU24-181 VCPS Cert of Capacity, SMLU24-181 Traffic Memo, SMLU24-181 Aerial, SMLU24-181 Zoning

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

The applicant is requesting the future land use designation be amended for a ±10.14-acre parcel located at 1290 S. Plymouth Ave. from Volusia County's Urban Low-Intensity (VC: ULI) land use designation to the City of DeLand's Medium-Density Residential (MDR) land use designation. The applicant has also petitioned for annexation (AN24-180) and submitted a rezoning application (Z24-179).

The Future Land Use element requires that the subject property be consistent with surrounding development. The Comprehensive Plan describes the Medium-Density Residential land use designation as being typified by detached and attached moderate density housing types, serving as a transitional area between high-density residential and low-density residential land use with a maximum density of 12 dwelling units per acre. The development should provide recreation and open space through the clustering of dwelling units. It should be located in areas where more intense uses would not be compatible with the surrounding area.

On May 14, 2025, the Planning Board voted unanimously to approve the request to amend the future land use designation.
On June 16, 2025, the City Commission voted unanimously to continue the request to the July 7, 2025, meeting.
On July 7, 2025, the City Commission voted to continue the request to the August 4, 2025, meeting.

This is a request for continuance to the August 18, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

Strategic Plan Focus Area: Preparing for Future Sustainability - adopting the future land use designation of Medium Density Residential (MDR) is in line with the City's policies and long-term goals, as the City grows.

FISCAL IMPACT:

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

RECOMMENDATION:

Requested to continue to the August 18, 2025, City Commission Meeting.

BACKGROUND/DISCUSSION:

The subject property is located in the Urban Core (Category 2) and within Overlay 2 (Activity Center), where the majority of the new, higher-intensity growth is said to take place and where a mix of uses are compatible with and include residential uses. The increase in density is appropriate based on the surrounding properties and location.

Planning Department

Memorandum

TO: City Commission

DATE: August 4, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue First Reading Changing the Land Use for Approximately 10.14 Acres of Property, Located at 1290 W. Plymouth Ave. from Volusia County Urban Low Intensity to City of DeLand Medium Density Residential. (Delaney Trinity Reserve).

==========

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the August 4, 2025, City Commission meeting to the August 18, 2025, City Commission meeting.

ORDINANCE NO. 2025 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 1290 WEST PLYMOUTH AVENUE, FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY TO CITY OF DELAND'S MEDIUM DENSITY RESIDENTIAL, FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment involves the change to the land use designation of a parcel of property that is 50 acres or less; and

2. The cumulative effect of the above amendment does not exceed 120 acres annually; and

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

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately +/- 10.14 acres of land located at 1290 W. Plymouth Avenue; from Volusia County's Urban Low Intensity future land use designation to City of DeLand's Medium Density Residential future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11); and

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

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at 1290 West Plymouth Avenue; consisting of approximately +/- 10.14 acres of land from Volusia County's Urban Low Intensity Future Land Use designation to City of DeLand's Medium

Density Residential 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 _____, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

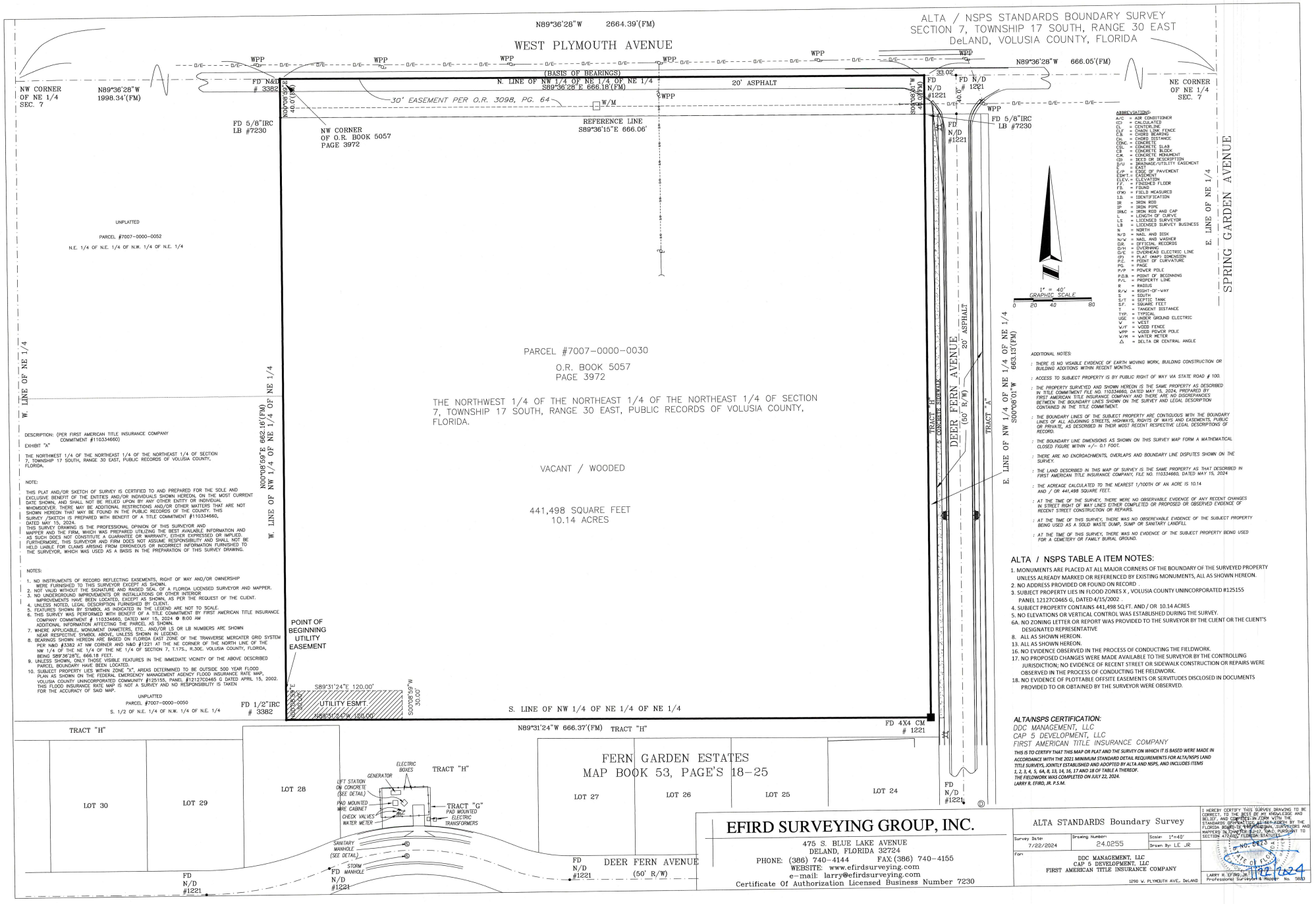
ATTEST:

_____
Julie Hennessy
Interim City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney


ALTA / NSPS STANDARDS BOUNDARY SURVEY
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA
N89°36'28"W 2664.39'(FM)
WEST PLYMOUTH AVENUE
N89°36'28"W 666.05'(FM)
NW CORNER OF NE 1/4 SEC. 7
N89°36'28"W 1998.34'(FM)
NE CORNER OF NE 1/4 SEC. 7
FD N&D # 3382
FD N/D #1221
FD 5/8"IRC LB #7230
(BASIS OF BEARINGS)
N. LINE OF NW 1/4 OF NE 1/4
S89°36'28"E 666.18'(FM)
20' ASPHALT
30' EASEMENT PER O.R. 3098, PG. 64
REFERENCE LINE S89°36'15"E 666.06'
NW CORNER OF O.R. BOOK 5057 PAGE 3972
E. LINE OF NE 1/4
SPRING GARDEN AVENUE
W. LINE OF NE 1/4
UNPLATTED
PARCEL #7007-0000-0052
N.E. 1/4 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
PARCEL #7007-0000-0030
O.R. BOOK 5057
PAGE 3972
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
VACANT / WOODED
441,498 SQUARE FEET
10.14 ACRES
DEER FERN AVENUE
(50' R/W)
20' ASPHALT
TRACT "H"
TRACT "A"
E. LINE OF NW 1/4 OF NE 1/4
S00°09'01"W 663.13'(FM)
W. LINE OF NW 1/4 OF NE 1/4
N00°09'59"E 662.16'(FM)
DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT #110334660)
EXHIBIT "A"
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF A TITLE COMMITMENT #110334660, DATED MAY 15, 2024.
THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.
NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT # 110334660, DATED MAY 15, 2024 @ 8:00 AM ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC.. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE OF THE TRANVERSE MERCATER GRID SYSTEM PER N&D #3382 AT NW CORNER AND N&D #1221 AT THE NE CORNER OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T.17S., R.30E. VOLUSIA COUNTY, FLORIDA, BEING S89°36'28"E, 666.18 FEET.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #12127C0465 G DATED APRIL 15, 2002. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
UNPLATTED
PARCEL #7007-0000-0050
S. 1/2 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
FD 1/2"IRC # 3382
POINT OF BEGINNING UTILITY EASEMENT
S89°31'24"E 120.00'
UTILITY ESMT.
N89°31'24"W 120.00'
S00°08'59"W 30.00'
N89°31'24"W 666.37'(FM)
TRACT "H"
FD 4X4 CM # 1221
S. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
1" = 40' GRAPHIC SCALE
0 20 40 80
ABBREVIATIONS:
A/C = AIR CONDITIONER
(C) = CALCULATED
℄ = CENTERLINE
CLF = CHAIN LINK FENCE
C.B. = CHORD BEARING
CH. = CHORD DISTANCE
CONC. = CONCRETE
C.S. = CONCRETE SLAB
C.B. = CONCRETE BLOCK
C.M. = CONCRETE MONUMENT
(D) = DEED OR DESCRIPTION
D/U = DRAINAGE/UTILITY EASEMENT
E = EAST
E/P = EDGE OF PAVEMENT
ESMT.= EASEMENT
ELEV.= ELEVATION
F.F. = FINISHED FLOOR
FD. = FOUND
(FM) = FIELD MEASURED
I.D. = IDENTIFICATION
IR = IRON ROD
IP = IRON PIPE
IR&C = IRON ROD AND CAP
L = LENGTH OF CURVE
LS = LICENSED SURVEYOR
LB = LICENSED SURVEY BUSINESS
N = NORTH
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
O.R. = OFFICIAL RECORDS
O/H = OVERHANG
O/E = OVERHEAD ELECTRIC LINE
(P) = PLAT (MAP) DIMENSION
P.C. = POINT OF CURVATURE
PG. = PAGE
P/P = POWER POLE
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R = RADIUS
R/W = RIGHT-OF-WAY
S = SOUTH
S/T = SEPTIC TANK
S.F. = SQUARE FEET
T = TANGENT DISTANCE
TYP. = TYPICAL
UGE = UNDER GROUND ELECTRIC
V = VESS
W/F = WOOD FENCE
WPP = WOOD POWER POLE
W/M = WATER METER
Δ = DELTA OR CENTRAL ANGLE
ADDITIONAL NOTES:
: THERE IS NO VISABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
: ACCESS TO SUBJECT PROPERTY IS BY PUBLIC RIGHT OF WAY VIA STATE ROAD # 100.
: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT FILE NO. 110334660, DATED MAY 15, 2024, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THE SURVEY AND LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT.
: THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
: THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICAL CLOSED FIGURE WITHIN +/- 0.1 FOOT.
: THERE ARE NO ENCROACHMENTS, OVERLAPS AND BOUNDARY LINE DISPUTES SHOWN ON THE SURVEY.
: THE LAND DESCRIBED IN THIS MAP OF SURVEY IS THE SAME PROPERTY AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 110334660, DATED MAY 15, 2024
: THE ACREAGE CALCULATED TO THE NEAREST 1/100TH OF AN ACRE IS 10.14 AND / OR 441,498 SQUARE FEET.
: AT THE TIME OF THE SURVEY, THERE WERE NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED OR OBSERVED EVIDENCE OF RECENT STREET CONSTRUCTION OR REPAIRS.
: AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
: AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF THE SUBJECT PROPERTY BEING USED FOR A CEMETERY OR FAMILY BURIAL GROUND.
ALTA / NSPS TABLE A ITEM NOTES:
1. MONUMENTS ARE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS, ALL AS SHOWN HEREON.
2. NO ADDRESS PROVIDED OR FOUND ON RECORD .
3. SUBJECT PROPERTY LIES IN FLOOD ZONES X , VOLUSIA COUNTY UNINCORPORATED #125155 PANEL 12127C0465 G, DATED 4/15/2002
4. SUBJECT PROPERTY CONTAINS 441,498 SQ.FT. AND / OR 10.14 ACRES
5. NO ELEVATIONS OR VERTICAL CONTROL WAS ESTABLISHED DURING THE SURVEY.
6A. NO ZONING LETTER OR REPORT WAS PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE
8. ALL AS SHOWN HEREON.
13. ALL AS SHOWN HEREON.
16. NO EVIDENCE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION; NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. NO EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR WERE OBSERVED.
ALTA/NSPS CERTIFICATION:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 8, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON JULY 22, 2024.
LARRY R. EFIRD, JR. P.S.M.
TRACT "H"
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
FERN GARDEN ESTATES
MAP BOOK 53, PAGE'S 18-25
ELECTRIC BOXES
GENERATOR
LIFT STATION ON CONCRETE (SEE DETAIL)
PAD MOUNTED WIRE CABINET
CHECK VALVES WATER METER
TRACT "G"
PAD MOUNTED ELECTRIC TRANSFORMERS
SANITARY MANHOLE (SEE DETAIL)
STORM MANHOLE
FD N/D #1221
DEER FERN AVENUE
(50' R/W)
EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX:(386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230
ALTA STANDARDS Boundary Survey
Survey Date: 7/22/2024
Drawing Number: 24.0255
Scale: 1"=40'
Drawn By: LE JR
For:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
1290 W. PLYMOUTH AVE., DeLAND
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND CONFORMS IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FAC, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
STATE OF FLORIDA
LARRY R. EFIRD JR. P.S.M.
Professional Surveyor & Mapper No. 5830
7/22/2024

PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD

May 14, 2025

A. APPLICATION NO.: SMLU24-181

APPLICANT: Mark Watts, CobbCole

STAFF PLANNER: Kendall Story

REQUEST: To amend the land use designation from Volusia County Urban Low-Intensity (ULI) to City of DeLand Medium-Density Residential (MDR)

B. SITE FACTORS:

Location: 1290 S. Plymouth Ave.
Parcel ID #: 700700000030
Parcel Size: ± 10.14 acres
Land Use: Volusia County Urban Low-Intensity
Existing Use: Vacant, undeveloped

	SURROUNDING USE:
North:	Medium Density Residential
South:	Low Density Residential
East:	Highway Commercial
West:	Low Density Residential

C. <u>REQUESTED ACTION & HISTORY</u>:

1. REQUEST: The applicant is requesting the future land use designation be amended for a ±10.14-acre parcel located at 1290 S. Plymouth Ave. from Volusia County's Urban Low-Intensity (VC: ULI) land use designation to the City of DeLand's Medium-Density Residential (MDR) land use designation. *The Applicant has also petitioned for annexation (AN24-180) and submitted a rezoning application (Z24-179).*

D. <u>ANALYSIS</u>:

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. Florida Statute 163.3187 allows for a Future Land Use Map amendment for area of use under 50 acres, and are not an area of critical state concern.

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

The City's Utilities Department states that the closest city water main is 8" and is found on Plymouth Ave. The closest sewer main is also found on Plymouth Ave. or Heritage Place,

with a 6" force main that runs along Plymouth Ave. and an 8" gravity sewer system in Heritage Place.

Due to the proposed use and size, a Traffic Impact Analysis was not required, as the proposed density would not trigger more than 1,000 average daily trips. During the preliminary plat review, traffic will be reviewed by the city and Volusia County for any necessary improvements that may be required to accommodate the additional traffic generated.

In a memo dated October 22, 2024, the Volusia County School Board issued a capacity determination letter which found that there is adequate capacity for the proposed project.

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 Medium-Density Residential land use designation as being typified by detached and attached moderate density housing types, serving as a transitional area between high-density residential and low-density residential land use with a maximum density of 12 dwelling units per acre. The development should provide recreation and open space through the clustering of dwelling units. It should be located in areas where more intense uses would not be compatible with the surrounding area.

   To the north and west of the subject property is the Hunter's Creek PD, known as the Lexington Club and Hunter's Creek apartments, with a maximum density of 16 dwelling units per acre. To the south is the Heritage Place single-family residential subdivision, with a land use designation of Low-Density Residential (LDR), allowing a maximum of 5.8 dwelling units per acre. To the west is the Trinity United Methodist Church, and to the east is the DeLand Commercial Properties PD (Putterman Athletics, a manufacturer of recreational products for athletic facilities).

3. **Future Land Use Map:** The proposed change in the land use designation to Medium-Density Residential (MDR) 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:*
     DeLand Fine Sand, 0-5% slope.
   - ***b.*** *Presence of Endangered Species*: None known at this time. A full report will be required with the submittal of an application for development of the property.

6. **Existing and Future Impact upon Infrastructure Capacity:**

   - ***a.*** *Water* – The City's Utility Department indicates sufficient water supply is available for the proposed land use designation. The City's Utilities Department determined the closest City water main is an 8-inch water main running along W. Plymouth Ave. The fully engineered plans and final determination will be reviewed at the time of preliminary plat.

b. *Sewer* – The City's Utility Department has indicated sufficient existing capacity. The closest city sewer main is also located W. Plymouth Ave. as a 6-inch force main, as well as an 8-inch gravity sewer system located in Heritage Place (south). The fully engineered plans and final determination will be reviewed at the time of preliminary plat.

c. *Drainage* – The City adheres to the County's standard to retain for the 100-year frequency, 24-hour storm event for landlocked basins. Stormwater capture for future development will be addressed on-site and will be further evaluated at the time of preliminary plat.

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 Urban Low Intensity (ULI) must be compared with the most intensive use proposed under the City's Medium-Density Residential (MDR) designation.

The Volusia County Urban Low-Intensity land use designation allows a maximum density of 4 dwelling unit per acre; and with the most-intense allowable residential use, the property would currently be permitted to yield up to 40 units and would generate **377** calculated trips per day according to Trip Generation by the Institute of Transportation Engineers. (11^{th} ed.)

DeLand's Medium-Density Residential land use designation allows for a maximum residential density up to 12 dwelling units per acre. If the land use amendment is approved, the 10.14 acres of property could yield as many as 121 units.The traffic generation will be calculated based on the ITE Trip Generation manual. Assuming the maximum density, 12 dwelling units per acre, the 10.14 acres of property would generate **816** calculated trips per day at build-out.

7. **Impact upon Recreation and Open Space:** Future residential development of the site may have a demand for new recreation that will be addressed with the preliminary plat application.

8. **New Public Facilities Needed to Serve Land Use:** Per the feasibility analysis completed by staff, no need for new public facilities is anticipated.

9. **Impact Upon Existing Facilities:** Any future development on this site will be required to manage its own stormwater, based on retaining for the 100 year/24-hour storm event, and it will be further reviewed as part of the preliminary plat submittal.

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. A concurrent application for a PD rezone is accompanying this application. The proposed Delaney PD is compatible with the Medium-Density Residential land use designation.

13. **Will the proposed land use change impact schools?** The applicant has provided a current Finding of Adequate Capacity letter from the Volusia County School Board, determining that capacity is available for the proposed land use. At the time of the preliminary plat, the applicant will be required to reserve said capacity and submit an approval letter from the school board at that time.

14. **How does this proposal fit with the guidelines developed for DeLand 2050 Vision and the City's Strategic Plan?**

    a. Located in the Urban Core (Category 2) and within Overlay 2 (Activity Center) – i.e. "where the majority of the new, higher intensity growth will take place" and where a mix of uses are compatible with and include residential uses. – *Consistent; the increase in density is appropriate based on the surrounding properties and location.*

    b. DeLand Strategic Plan: "To manage growth, the city will institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will 'square off' the city's boundaries". 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 within the Urban Core, as shown on the DeLand 2050 Land Use Map. The increase in density is appropriate for the location of higher intensity residential uses as it is located along a collector road, across from the Lexington Apartments and near employment areas such as the hospital.*

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 level of service (LOS). The proposed land use designation, Medium-Density Residential, is consistent with the surrounding area, and is not expected to create any land use incompatibilities.

F. STAFF RECOMMENDATION: Staff recommends that the Planning Board forward the request to the City Commission with a recommendation of approval of the proposed amendment of the subject property's future land use designation to the City's Medium-Density Residential.

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

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	**EXISTING** Future Land Use	**PROPOSED** Future Land Use	Net Change
	Theoretical Maximums		
Permitted Density/Intensity	4 du/acre	12 du/acre	+8 du/acre
Dwelling Units	40	121	+81
Non-residential Sq. Ft.	N/A	N/A	N/A
1. Population	98	295	+197
2. PM Peak Hr. Trips/Daily Trips	38 peak/377 ADT	69 peak/816 ADT	+31/+439
3. Sanitary Sewer (gallons/day)	8,000	24,200	+16,200
4. Potable Water (gallons/day)	12,000	36,000	+24,300
5. Solid Waste (pounds/day)	315	947	+632
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	.69	2.07	+1.38

Notes:

1. Population: *2.44 persons per household (per 2020 Census)*

2. Transportation: *ITE Trip Generation Manual, 11th Edition: PM PEAK HR rate RM (240): 0.57 trips per unit; ADT rate RM (240): 7.12 trips per day per unit*

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-yr, 24-hr event. Drainage system to be designed to meet the req. of the LDC during subdivision or site plan review.*

7. Rec. & Open Space: *7 acres/1,000 persons (0.007 acres/person)*

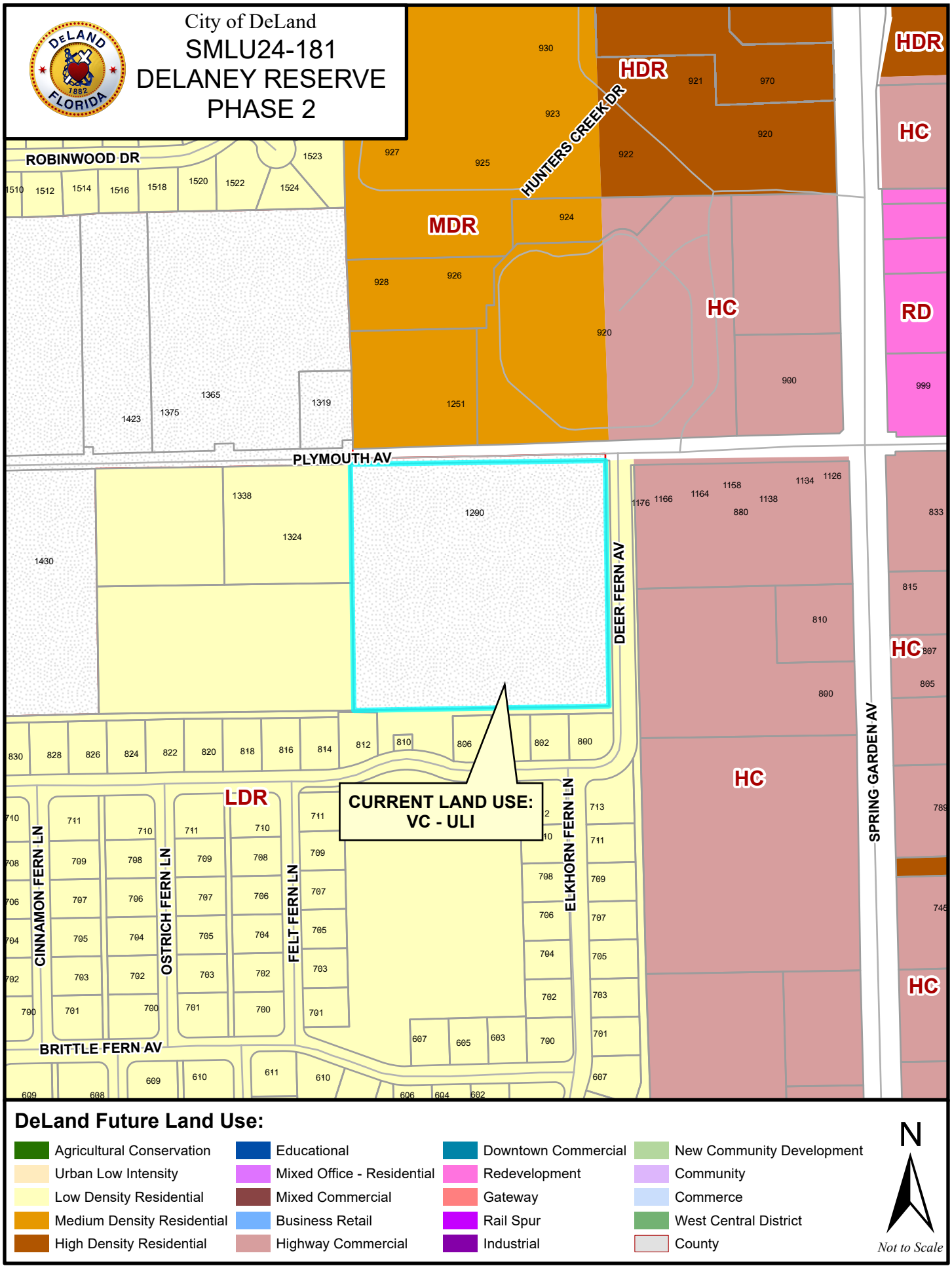
The proposed amendment results in increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.

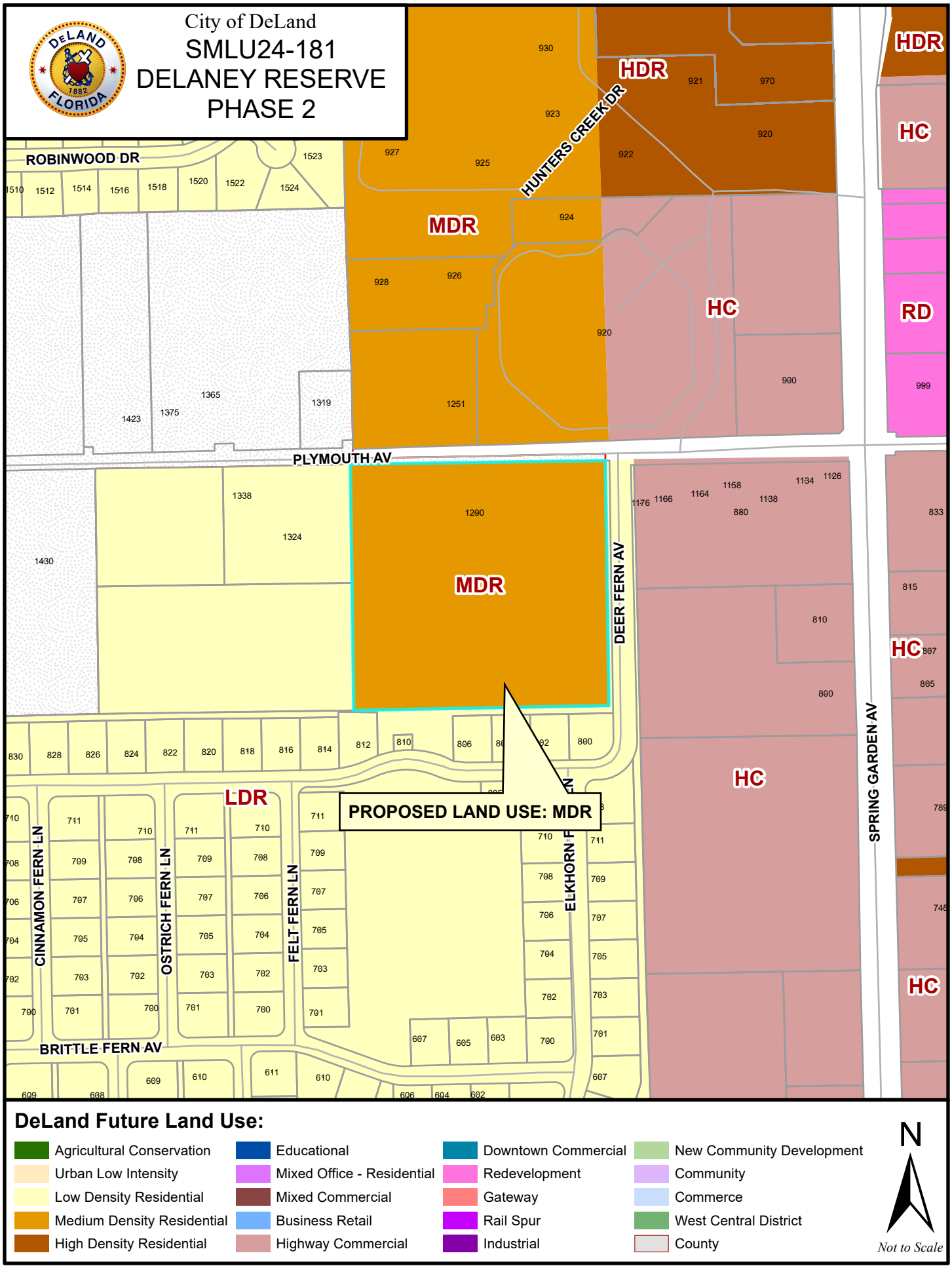
NARRATIVE FOR DELANEY RESERVE PH 2

PUD REZONING, SMALL-SCALE COMP PLAN AMENDMENT

AND ANNEXATION

The subject property is currently in unincorporated Volusia County, but is included in the City of DeLand's utility service area and is shown as part of the planned urban core (Category 2) in the current DeLand 2050 plan. In order to proceed with potential development, annexation is required. In regard to the proposed Medium Density Residential land use classification, the property is adjacent to property that is designated as Highway Commercial, to the east, Medium Density Residential, to the north, and Low Density Residential to the south and west. The applicant is requesting a simultaneous rezoning to Planned Unit Development that will authorize the development of a townhome community. Townhomes are an appropriate transitional housing density between the apartment and townhome development (Lexington Club) to the north, existing commercial development to the east (Putterman Athletics), a planned house of worship to the west (Trinity Methodist Church) and the Heritage Place single family development to the south.


City of DeLand
SMLU24-181
DELANEY RESERVE
PHASE 2
ROBINWOOD DR
HUNTERS CREEK DR
PLYMOUTH AV
DEER FERN AV
SPRING GARDEN AV
CINNAMON FERN LN
OSTRICH FERN LN
FELT FERN LN
ELKHORN FERN LN
BRITTLE FERN AV
CURRENT LAND USE:
VC - ULI
HDR
MDR
HC
RD
LDR
DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
Medium Density Residential
High Density Residential
Educational
Mixed Office - Residential
Mixed Commercial
Business Retail
Highway Commercial
Downtown Commercial
Redevelopment
Gateway
Rail Spur
Industrial
New Community Development
Community
Commerce
West Central District
County
N
Not to Scale


City of DeLand
SMLU24-181
DELANEY RESERVE
PHASE 2
HDR
HC
RD
MDR
LDR
PROPOSED LAND USE: MDR
ROBINWOOD DR
HUNTERS CREEK DR
PLYMOUTH AV
DEER FERN AV
SPRING GARDEN AV
CINNAMON FERN LN
OSTRICH FERN LN
FELT FERN LN
ELKHORN F
BRITTLE FERN AV
DeLand Future Land Use:
Agricultural Conservation
Urban Low Intensity
Low Density Residential
Medium Density Residential
High Density Residential
Educational
Mixed Office - Residential
Mixed Commercial
Business Retail
Highway Commercial
Downtown Commercial
Redevelopment
Gateway
Rail Spur
Industrial
New Community Development
Community
Commerce
West Central District
County
N
Not to Scale

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

October 22, 2024

Mr. Mark A. Watts, Esq
Cobb Cole
231 N woodland Blvd
DeLand, FL 32720

RE : Delaney Reserve Ph 2 – City of DeLand
School Concurrency Case # 24-08-26-001-A

Dear Mr. Watts:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Delaney Reserve Ph 2 associated with 10.14 +/- acres of property located at or near the intersection of W Plymouth Ave and N Spring Garden Ave within DeLand city limits. The proposed project would provide eighty (80) multi-family townhome units.

The district uses a countywide Student Generation Rate (SGR) of (0.137) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate eleven (11) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	0	0
Multifamily Dwelling Unit	0.137	80	11
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**80**	**11**

When performing an adequate capacity review (Table 2, next page), district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Adequate Capacity Review

Table 2

Schools	SY 2024/25 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Citrus Grove Elementary	733	**117%**	No	4
Southwestern Middle	664	86%	No	2
West CSA (DeLand High)	2,956	115%	No	4
Other				1

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the elementary and high school levels. At the high school level, the concurrency service area (CSA) for DeLand High is at or over 100% but below 120% for level of service (LOS) standards. However, at the elementary school level, the CSA for Citrus Grove Elementary is at or over 115% for LOS standards. A secondary capacity review is therefore required (Table 3).

Secondary Capacity Review

Table 3

Schools	Adopted LOS	SY 2023/24 Enrollment	Existing LOS w/ Adq	Students Generated by Request	Result LOS
Citrus Grove Elementary	115%	733	116%	4	**117%**
Woodward Avenue Elementary	115%	538	104%	-	104%
Elementary CSA Average					111%

A secondary capacity review evaluates whether there is sufficient capacity available in an adjacent CSA. In this case, the CSA for Woodward Avenue Elementary has been identified as a valid adjacency per the policies and conditions established by the School Board. As the average LOS of 111% for both schools falls below mitigation thresholds, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and muti-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50802.

Sincerely,

James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Robert J. Voges, Ed.S, Planning Coordinator
Belinda Williams-Collins, AICP, Senior Planner, City of DeLand

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Delaney Reserve Ph 2
VCSB Project #	**24-08-26-001-A**
Jurisdiction Project #	
Parcel ID Numbers	7007-00-00-0030
Project Location	W Plymouth Ave and N Spring Garden Ave
Potential Residential Units	80 Multi-Family Units
Property Owner/Applicant	Mr. Mark A. Watts, Esq - Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

James F. Roberts
Specialist, Planning & GIS

October 22, 2024
Issue Date

Created: 9/2007
Owner: Facilities Services

2007-073-VCS
Print Locally

LTG Engineering & Planning

Via email: (megan.wilbur@ddcmgmt.com)

Ref: 6329.01

TECHNICAL MEMORANDUM

To: Megan Wilbur

From: Matthew West, AICP

Subject: DeLand Trinity – Comprehensive Plan Amendment (CPA)
DeLand, FL

Date: July 31, 2024

INTRODUCTION

LTG, Inc. (LTG) has been retained by CAP 5 Development, LLC to conduct traffic engineering and transportation planning services on behalf of the proposed future land use change for the DeLand Trinity development. The proposed Comprehensive Plan Amendment (CPA) will change the future land use designation of a 10-acre property from county Urban Low Intensity (ULI) to city Medium Density Residential (MDR). The DeLand Trinity development will be located in the southwest corner of the intersection of Plymouth Avenue and Deer Fern Avenue in DeLand, Florida. A concept plan is attached as Exhibit A.

The methodology and procedures used in this analysis are consistent with the guidelines for Volusia County, the City of DeLand, the Florida Department of Commerce, and the Florida Department of Transportation (FDOT).

TRIP GENERATION FOR THE EXISTING & PROPOSED FLU DESIGNATIONS

The trip generation was determined using the Institute of Transportation Engineers (ITE) document, Trip Generation Manual, 11th Edition. The total daily, AM peak hour, and PM peak hour trips for the existing and proposed future land use (FLU) designations are shown in Tables 1 and 2, respectively.

First, the existing county ULI designation was examined. Based on the ULI maximum allowable density, four (4) dwelling units per acre, on eight (8) acres and the permitted Neighborhood Convenience maximum gross leasable area, 8,500 square feet (with no one use exceeding 5,000 square feet), on two (2) acres, a maximum development program of thirty-two (32) dwelling units and 8,500 square feet of commercial is permitted. Single-Family Detached Housing (ITE code 210), Strip Retail Plaza (<40k) (ITE code 822), and Convenience Store (ITE code 851) were utilized as the highest trip-generating uses for the existing county designation. As indicated in Table 1, the existing county FLU would generate 4,542 daily, 347 AM peak hour, and 303 PM peak hour trips.

Next, the proposed city MDR designation was examined. Based on the MDR maximum allowable density, twelve (12) dwelling units per acre, on ten (10) acres, a maximum development program of one hundred and twenty (120) dwelling units is permitted. Single-Family Attached Housing (ITE code 215) was utilized as the most appropriate trip-generating use for the proposed city designation. As indicated in Table 2, the proposed city FLU would generate 864 daily, 57 AM peak hour, and 68 PM peak hour trips.

Table 1
Existing FLU Total Trip Generation
DeLand Trinity – CPA

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	Ln(T)=0.92Ln(X)+2.68	32	DU	50%	50%	177	177	354
	Strip Retail Plaza (<40k)	822	T=42.2(X)+229.68	3.5	KSF	50%	50%	189	188	377
	Convenience Store	851	T=762.28(X)	5	KSF	50%	50%	1,906	1,905	3,811
							Totals:	**2,272**	**2,270**	**4,542**
AM Peak Hour	Single-Family Detached Housing	210	Ln(T)=0.91Ln(X)+0.12	32	DU	25%	75%	7	19	26
	Strip Retail Plaza (<40k)	822	T=2.36(X)	3.5	KSF	60%	40%	5	3	8
	Convenience Store	851	T=62.54(X)	5	KSF	50%	50%	156	157	313
							Totals:	**168**	**179**	**347**
PM Peak Hour	Single-Family Detached Housing	210	Ln(T)=0.94Ln(X)+0.27	32	DU	63%	37%	21	13	34
	Strip Retail Plaza (<40k)	822	T=6.59(X)	3.5	KSF	50%	50%	12	11	23
	Convenience Store	851	T=49.11(X)	5	KSF	51%	49%	125	121	246
							Totals:	**158**	**145**	**303**

Table 2
Proposed FLU Total Trip Generation
DeLand Trinity – CPA

Time Period	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Attached Housing	215	T=7.62(X)-50.48	120	DU	50%	50%	432	432	864
AM Peak Hour	Single-Family Attached Housing	215	T=0.52(X)-5.7	120	DU	25%	75%	14	43	57
PM Peak Hour	Single-Family Attached Housing	215	T=0.6(X)-3.93	120	DU	59%	41%	40	28	68

TRIP GENERATION DIFFERENCE BETWEEN THE EXISTING & PROPOSED FLU DESIGNATIONS

The trip difference between the existing county ULI designation and the proposed city MDR designation is determined by subtracting trips generated by the proposed city designation from the trips generated by the existing county designation. As indicated in Table 3, this results in a potential trip decrease of 3,678 daily, 290 AM peak hour, and 235 PM peak hour trips.

Table 3
Difference in Trip Generation
DeLand Trinity – CPA

Time Period	Designation		Trip Difference
	Existing	Proposed	
Daily	4,542	864	-3,678
AM Peak Hour	347	57	-290
PM Peak Hour	303	68	-235

CONCLUSION

The study was conducted to evaluate the potential impact the proposed CPA would have on area roadways. Based on this analysis, there would be a net decrease in potential trip generation. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

Attachments:
Exhibit A – Concept Plan

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

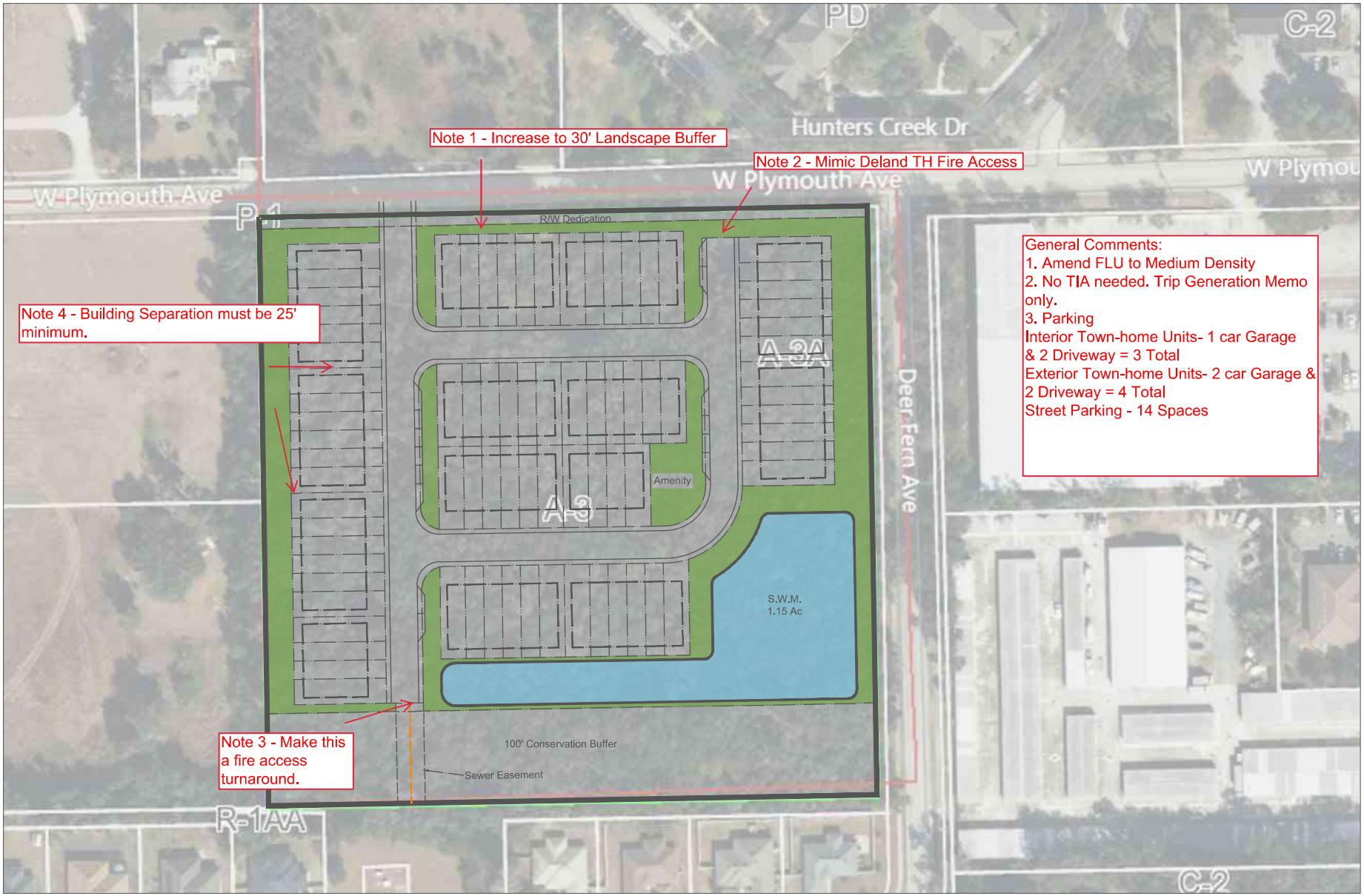
Name: Matthew West, AICP

Signature: _____

Date: July 31, 2024

LTG Engineering & Planning

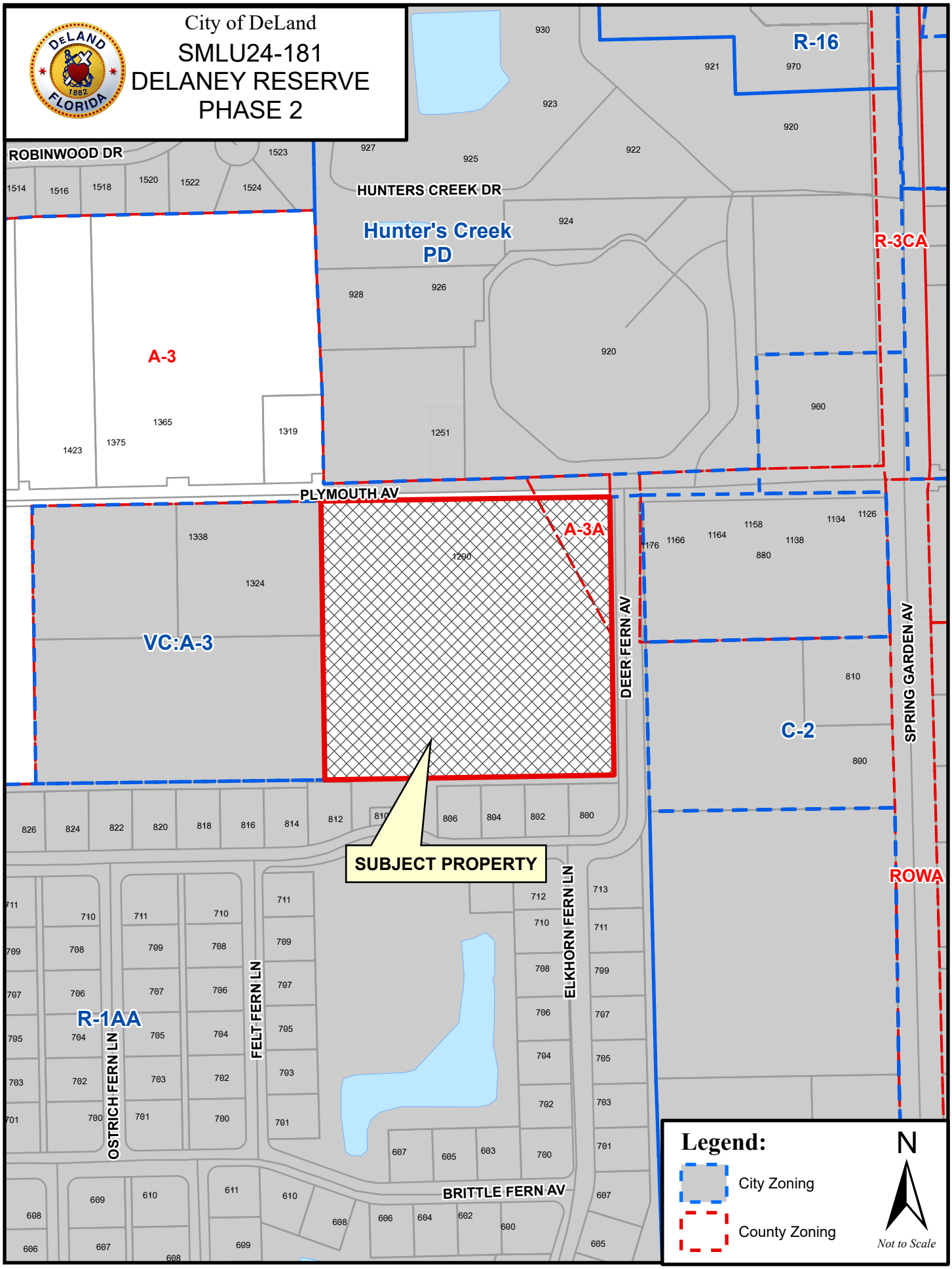
EXHIBIT A
CONCEPT PLAN



SCALE: 1" = 100'

80 Lots


City of DeLand
SMLU24-181
DELANEY RESERVE
PHASE 2
PD
R-3CA
A-3
A-3A
VC:A-3
PD
C-2
ROWA
PD
R-1AA
PLYMOUTH AV
HUNTERS CREEK DR
SPRING GARDEN AV
DEER FERN AV
ELKHORN FERN LN
OSTRICH FERN LN
FELT FERN LN
BRITTLE FERN AV
SUBJECT PROPERTY
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
SMLU24-181
DELANEY RESERVE
PHASE 2
ROBINWOOD DR
HUNTERS CREEK DR
Hunter's Creek
PD
R-16
R-3CA
A-3
A-3A
VC:A-3
C-2
ROWA
R-1AA
PLYMOUTH AV
DEER FERN AV
SPRING GARDEN AV
FELT FERN LN
ELKHORN FERN LN
OSTRICH FERN LN
BRITTLE FERN AV
SUBJECT PROPERTY
Legend:
City Zoning
County Zoning
N
Not to Scale

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Request to Continue the First Reading of Ordinance Changing the Zoning for ±10.14 Acres of Property, Located at 1290 West Plymouth Avenue, from Volusia County A-3 and A-3A to City of DeLand Planned Development (Delaney Trinity Reserve Planned Development).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: Continuation Memo, Z24-179 Delaney PD Agreement- (updated 5-6-25), Z24-179 PD Concept Plan - 03.25.2025, Z24-179 Elevations, Z24-179 - 3D Landscape Plan Rendering, Z24-179 - 3D Amenity Rendering, Z24-179 Survey, Z24-179 Staff Report, Z24-179 Narrative, Z24-179 Aerial, Z24-179 Zoning, Z24-179 VCPS Cert of Capacity Delaney, Z24-179 TIA Exemption Memo

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

The applicant is requesting to rezone approximately 10.14 acres of property located at 1290 W. Plymouth Ave. The current zoning designations are Volusia County A-3 and A-3A (transitional agriculture) and the applicant is proposing a rezone to the Delaney Trinity Reserve PD (planned development). The proposed development consists of 13 buildings with a total of 74 townhome units, each 2-stories tall. Each end unit will have a 2-car garage/driveway and each interior unit will have a single-car garage and 2-car driveway. The applicant is exceeding the minimum parking requirement of 185 spaces, by providing 248 spaces total and all parking will be contained on the lots.

The concept plan shows a Tree Preservation Area that serves as a buffer between the existing neighborhood to the south and the new townhome units, and overall the development will include 17.3% tree preservation area. The development will provide 1.47 acres of amenities such as a playground and shared open space that includes a pedestrian pathway leading to the amenity area. As shown in the elevations, a variety of paint colors and façade finishes are used to differentiate each building, with alternating rooflines, garage overhangs and exterior textures. Sidewalks are included on both sides of all internal roadways, facilitating pedestrian access throughout the site. Additionally, the landscape design will serve environmentally friendly functions, including, but not limited to, cooling, privacy screening, runoff pollution prevention and other best management practices of low-impact development standards. Stormwater will meet the required 100 yr 24 hr storm retention and also provide dark sky lighting.

On May 14, 2025, the Planning Board voted to unanimously approve the rezone. At the meeting, the Board voiced concern regarding school capacity, proposed length of the driveway of 20 feet and no on-street parking be provided. Members of the public had concerns about traffic, the impact to wildlife on the property and ADA-compliance.

On June 16, 2025, the City Commission voted unanimously to continue the request to the July 7, 2025, meeting.
On July 7, 2025, the City Commission voted to continue the request to the August 4, 2025, meeting.

This is a request for continuance to the August 18, 2025, City Commission meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principles.

SUSTAINABILITY:

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

FISCAL IMPACT:

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

RECOMMENDATION:

Requested to continue to the August 18, 2025, City Commission Meeting.

BACKGROUND/DISCUSSION:

According to the 2050 Vision, the parcel is located within Category 2, "Urban Core". The Urban Core is described as being a location where the majority of new growth will take place. The proposed Delaney Trinity Reserve PD fits in with the mix of residential uses nearby, providing a multi-family development to serve the current and future residents of the City of DeLand.

Planning Department

Memorandum

TO: City Commission

DATE: August 4, 2025

FROM: Kendall Story, CNU-A

SUBJECT: Request to Continue First Reading of Ordinance Changing the Zoning for Approximately 10.14 Acres of Property, Located at 1290 W. Plymouth Ave. (Delaney Trinity Reserve).

==========

The applicant, Mark Watts with CobbCole, requested to continue the above-referenced application from the August 4, 2025, City Commission meeting to the August 18, 2025, City Commission meeting.

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Z-24-179, Application of

CAP 5 DEVELOPMENT, LLC

ORDINANCE # 2025 - _____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM COUNTY A-3 & A-3A TO

DELANEY TRINITY RESERVE PD

The application of Cap 5 Development, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on _____. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on _____, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Cap 5 Development, LLC was duly and properly filed herein on _____, 20___ 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/developer of the 10.14 +/- acre 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 "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the owner of the property, Trinity United Methodist Church, DeLand, Florida, Inc., agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from A-3 & A-3A to DDCM DELANEY TRINITY RESERVE PD (Planned Development).

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

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

A. That the Application of Cap 5 Development, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended to DELANEY TRINITY RESERVE PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-

11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to DELANEY TRINITY RESERVE PD.

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

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

F. Except as otherwise stated, nothing in this Development Agreement is intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept The property shall be developed as DELANEY TRINITY RESERVE PD, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel(s).

B. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared by CESO, Inc. and dated March 25, 2025, is hereby approved and incorporated in this Ordinance by reference as Exhibit “B”. The Planned Development Plan shall be filed and retained for public inspection in the Planning Department, and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan shall require the review and recommendation of the Planning Board and action by the City Commission in the same manner as a rezoning of the parcel. No administrative amendments may be authorized.

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

No. 2013-11, as amended.

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

F. Phases of Development. The project may be developed in one or more phases, and the phases may occur in any order. Grading may occur per phase. No burning shall be permitted on site. No vertical construction materials or combustibles may be stored onsite until the utilities and roads have been inspected and approved by utilities/engineering and fire prevention.

G. Land Uses Within PD. The development of the parcel (s) shall be consistent with the uses prescribed for the proposed DELANEY TRINITY RESERVE PD. The location & size of said land use areas are shown on the Development Plan Map, attached hereto as Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Permitted Uses:

Townhouses.
Mini and neighborhood parks.
Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle racks
Sheds, gazebos or other typical accessory structures.
Amenities:
Gazebo

Dog Park

Playgrounds

H. Development Standards. All development for the property shall rely upon the standards set forth below:

1.	Minimum lot area:	1,000 sq. ft.
2.	Minimum lot width:	20 ft.
3.	Minimum lot depth:	50 ft.
4.	Minimum Individual Unit Size:	500 sq. ft.
5.	Maximum Unit Count Per Building:	6 units
6.	Minimum Setbacks:	
	a. Front yard:	20 ft.
	b. Rear yard:	10 ft.
	c. Side yard:	0 ft.
	d. Spacing between buildings:	25 ft.
	e. Spacing between buildings: (rear to rear):	50 ft.
7.	Specialty Setbacks	
	a. Air Conditioning/Heating Units:	5 ft.
	b. Generators/Other Mech. Equip.:	5 ft.
	c. Eaves:	5 ft.
8.	Maximum building height:	35 ft.
9.	Landscape buffer requirements:	
	a. North:	25 ft. Type B
	b. South:	25 ft. Type C
	c. East:	25 ft. Type C
	d. West:	30 ft. Type C
10.	Maximum Impervious Surface Area:	70% of total site area
11.	Density:	
	a. Existing Allowable Density:	4 units/acre

b. Proposed Allowable Density: 12 units/acre

c. Proposed Density: 7.3 units/acre

12. Maximum Townhouse Unit Count: 74 units

13. 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.

14. Parking Standards. There will be two (2) parking spaces provided per unit. An additional 0.5 guest parking spaces per unit will be provided on the unit lot. Enforcement of parking and maintenance of the access road(s) shall be the responsibility of a centrally managed maintenance association.

15. Signage. Signage shall be provided per the Land Development Regulations. Monument signs identifying the development shall be placed at the entrances along Plymouth Avenue.

16. Open Space. Open space and/or Common Area shall meet the requirements of the Land Development Regulations except as otherwise expressed in this Development Agreement.

17. Tree Protection Area. 15% of the square footage of the total development shall be designated for the protection of trees.

18. Model Homes and Temporary Sales Offices. Construction of a model home and/or temporary sales office for a particular phase may commence prior to final plat approval, and all the infrastructure improvements for said phase have been approved and accepted by the City of DeLand. The City Engineer shall make the final determination on the acceptance and approval.

19. Alternate Building Design. No building shall be located next to or directly across the street from another building with the same design. The building design shall alternate to avoid repetition.

20. Fencing on Pedestrian Corridor. Fencing along all units that back onto the pedestrian corridor shall not exceed 3 feet in height and

shall be constructed of white vinyl or aluminum picket material.

21. 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.

I. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended. The development has been laid out in a manner to best accommodate the existing topography and drainage conditions identified on the property. However, the actual location and layout of the developed areas within the development shall be determined during subdivision and site plan review. In addition, all landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material. The development shall include landscape designs such that plants will serve environmentally friendly functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the community, such as low impact development standards. All mulching will be conducted in accordance with the most current version of the Florida Green Industries Best Management Practices (BMPs) handbook guidelines. Mowing in common areas shall be done in accordance with the most current version of the Florida Green Industries BMPs handbook and by certified landscaping contractors. Mowing adjacent to swales shall be performed such that no clippings are deposited into any swales or water bodies. All clippings that may have been deposited on impervious surfaces will be swept back into the vegetated area. All pesticide applications in common

areas shall be done by a certified professional in accordance with the most current version of the Florida Green Industries BMPs handbook.

a. Dark Sky Lighting: All lighting shall comply with International Dark Sky standards, except as otherwise permitted by City of DeLand Land Development Regulations Ordinance #2013-11, as amended. This type of lighting is specifically designed to reduce light pollution by restricting the amount of upward-directed light, avoiding glare, avoiding over-lighting, utilizing dimming and other appropriate lighting controls, and minimizing short-wavelength (bluish) light in the nighttime environment.

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

K. Stormwater Drainage. Provision for stormwater retention shall be in accordance with the Land Development Regulations Ordinance No. 2013-11, as amended. All stormwater retention systems will be designed to meet all required governmental regulations. Specifically, the stormwater retention shall be designed to accommodate a 100-year, 24-hour storm event, which shall be retained onsite.

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

1. Access. Access to the site will be from Plymouth Avenue. The Development Plan Map indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations. No movement of the streets are allowed until approved by the fire prevention division of the City to ensure access. The development must always meet height/weight/slope and turning radius of apparatus.

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

M. Internal Roadways. Internal roadways will be located as shown on the Development Plan Map. All internal roadways will be owned and maintained by the homeowner's association. In the event (temporary or permanent) secondary roadway access to the project is required, the secondary roadway shall be stabilized for emergency access and shall be maintained by the developer or turned over to a maintenance association. Sidewalks shall be located on both sides of all internal roadways and shall provide connectivity with adjacent development.

N. Homeowner's Owners Association. The applicant shall provide for a centrally managed maintenance entity to serve residents of the development and perform the ongoing duties set forth herein.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the DELANEY TRINITY RESERVE PD, the City of DeLand shall only enforce the provisions of the "Development Agreement" and City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

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

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

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

DONE and ORDERED by the City Commission, City of DeLand, Florida, this ___ day of _____ (mo/yr).

ATTEST: City Commission of DeLand Florida

_____ _____

Michael P. Pleus
City Manager

Christopher M. Cloudman
Mayor

STATE OF FLORIDA
CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____ (mo/yr), by Michael Plues and Christopher M. Cloudman, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

_____

Commission No.:_____

My Commission Expires:_____

WITNESSES:

APPLICANT:
CAP 5 MANAGEMENT, LLC

_____

By:_____
Name: _____
Title: _____

_____
Printed Name

_____

_____
Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20___, by _____ as _____ of CAP 5 MANAGEMENT, 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:_____

EXHIBIT "A"
LEGAL DESCRIPTION

The Northwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 7, Township 17 South, Range 30 East, Volusia County, Florida.

EXHIBIT “B”
DEVELOPMENT PLAN MAP

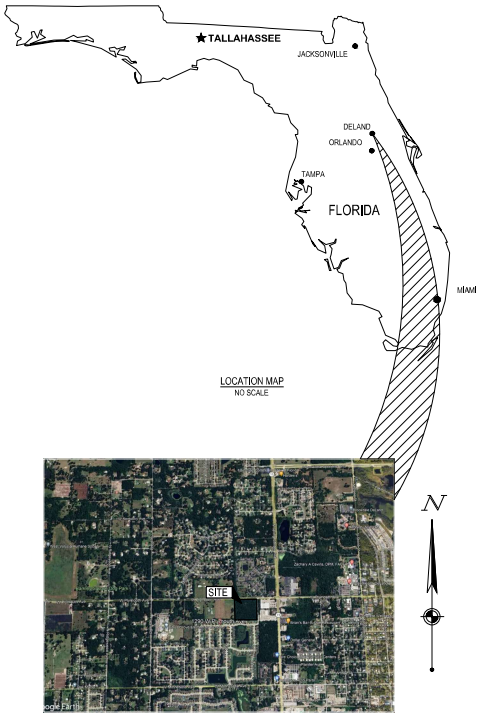
PLANNED DEVELOPMENT PLAN
FOR
DELANEY TRINITY RESERVE
BY
CAP 5 DEVELOPMENT, LLC

PARCEL: 700700000030
PLYMOUTH AVE
DELAND, FLORIDA

LEGAL DESCRIPTION (PER ORB 5057 PG. 3972):

THE NORTHWEST ¼ OF NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SHEET LIST TABLE	
Sheet Number	Sheet Title
PD-1	COVER SHEET
PD-2	BOUNDARY SURVEY
PD-3	CONCEPT PLAN



LOCATION MAP
NO SCALE

PROJECT OWNER AND CONSULTANTS:

OWNER:
TRINITY UNITED METHODIST CHURCH DELAND FLORIDA, INC.
1401 NEW YORK AVE W, DELAND, FL 32720
PHONE: (386) 734-4425

ENGINEER:
CESO, INC.
1000 LEGION PLACE, SUITE 800
ORLANDO, FL 32801
PHONE: (407) 670-2305
CONTACT: GARRETT GEORGE, P.E.

DEVELOPER:
CAP 5 DEVELOPMENT, LLC
1000 LEGION PLACE, SUITE 800
ORLANDO, FL 32801
PHONE: (407) 670-2305
CONTACT: BRIAN MARTIN

LEGAL:
COBB COLE
231 NORTH WOODLAND BLVD
DELAND, FL 32720
PHONE: (386) 736-7700
CONTACT: MARK WATTS

SURVEYOR:
EFIRD SURVEYING GROUP, INC.
1012 NORTH WOODLAND BOULEVARD
DELAND, FLORIDA 32720
PHONE: (386) 740-4144
EMAIL: EFIRD@BELLSOUTH.NET

CESO
www.ceseinc.com

NO.	DATE	REVISION DESCRIPTION

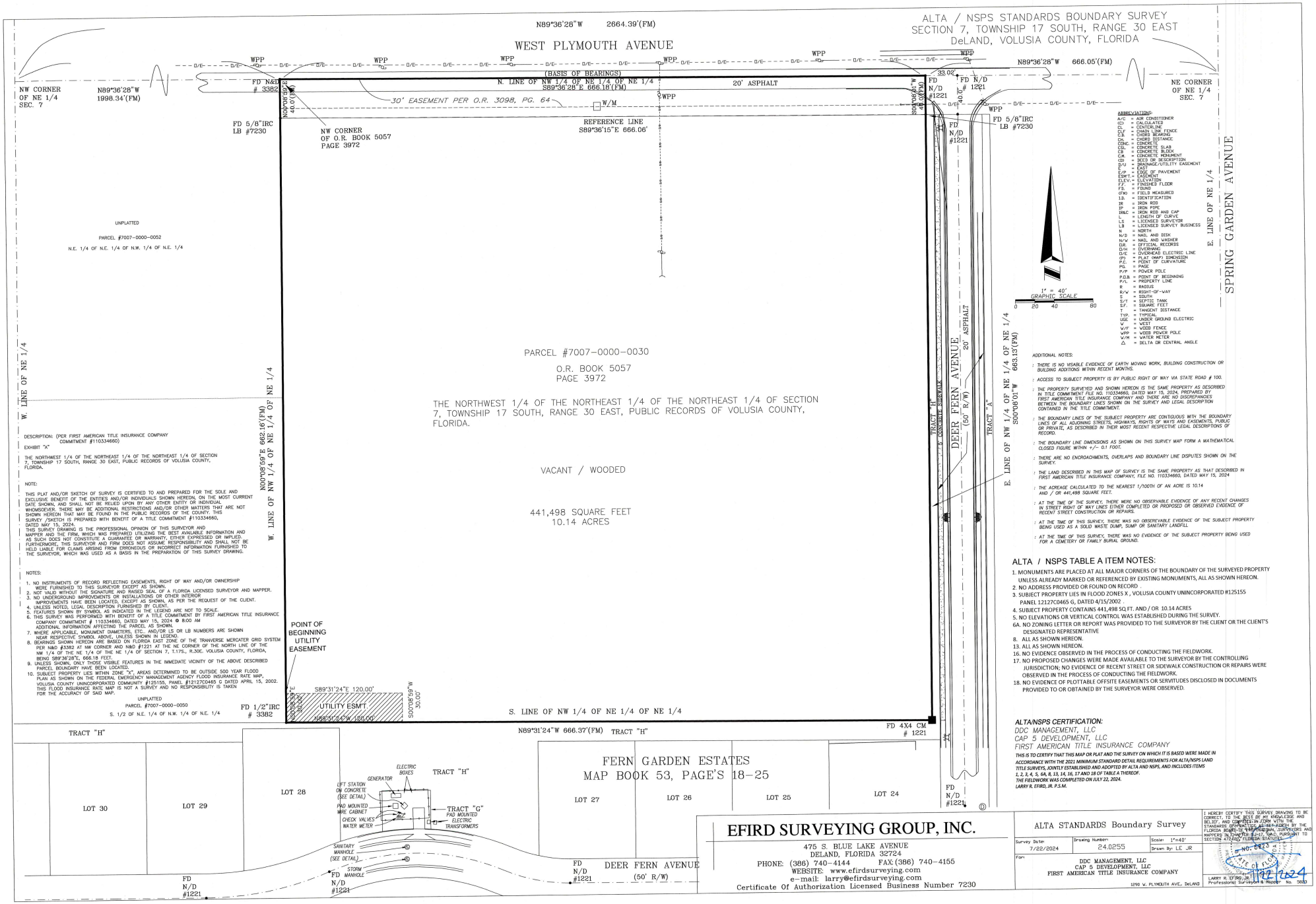
DELANEY TRINITY RESERVE PD
DELAND, FL
1290 W PLYMOUTH AVE, DELAND, FL 32720

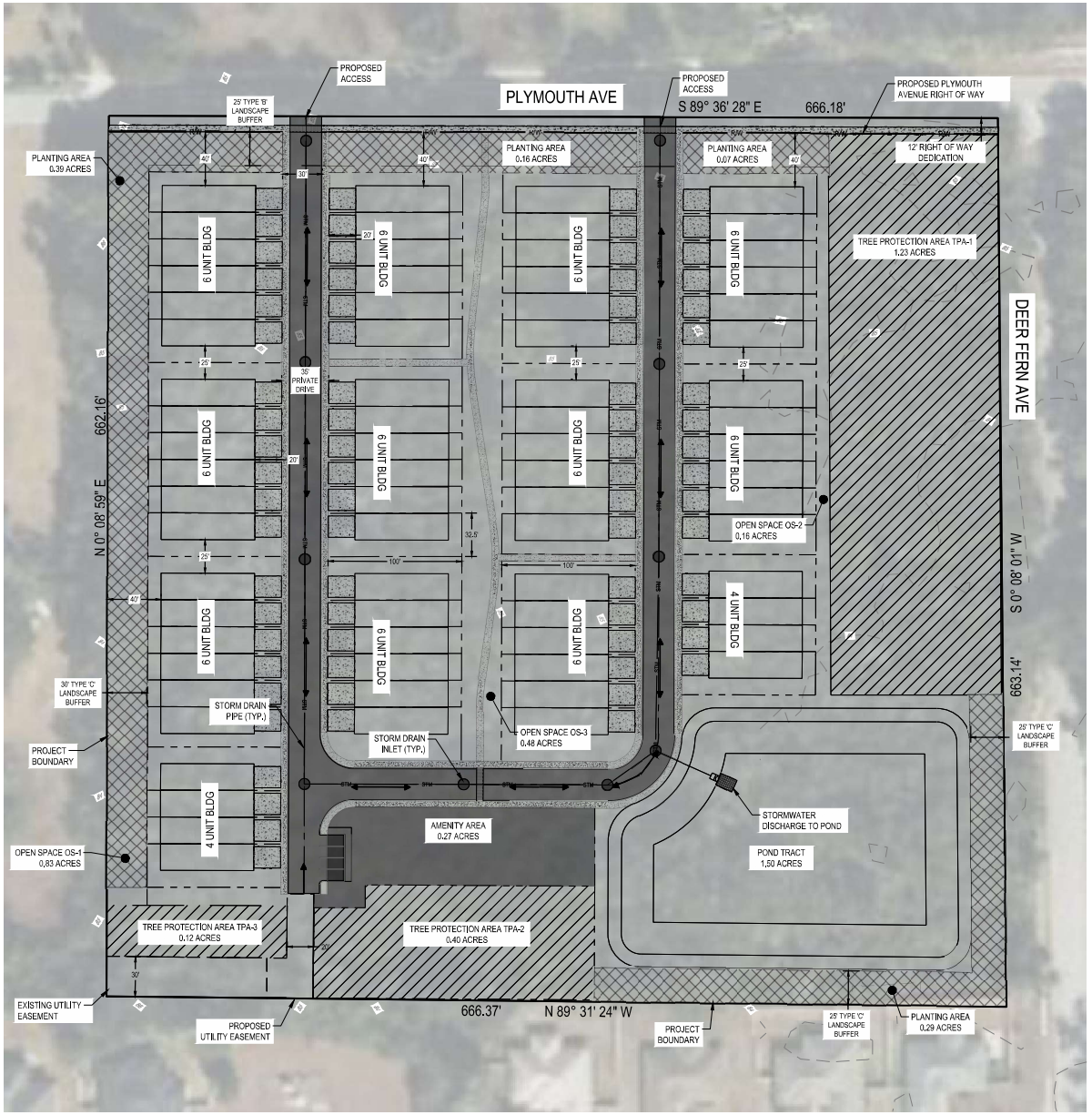
COVER SHEET

ISSUE: PD PLAN	
DATE: 03/25/2025	
JOB NO.:	761391
DESIGN:	SCR
DRAWN:	SCR
CHECKED:	GG
SHEET NO.	PD-1

W:\PROJECTS\DOC\074681-01_CAP5_DELANEY RESERVE PHASE2_DELAND,FL\03-CIVIL\PLAN\PD PLAN\PLOT SHEETS\PD-1 COVERSHEET.DWG - 10/18/2024 4:22 PM

W:\PROJECTS\DOC\074681-01_CAP5_Delany Reserve Phase2_Deland,FL\03-CIVIL\PLAN\PD PLAN\PLOT SHEETS\PD-1 COVERSHEET.dwg - 10/18/2024 - Garrett George - THESE DRAWINGS ARE THE PROPERTY OF CESO, INC.


ALTA / NSPS STANDARDS BOUNDARY SURVEY
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA
N89°36'28"W 2664.39'(FM)
WEST PLYMOUTH AVENUE
N89°36'28"W 666.05'(FM)
NW CORNER OF NE 1/4 SEC. 7
N89°36'28"W 1998.34'(FM)
NE CORNER OF NE 1/4 SEC. 7
(BASIS OF BEARINGS)
N. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
S89°36'28"E 666.18'(FM)
30' EASEMENT PER O.R. 3098, PG. 64
REFERENCE LINE S89°36'15"E 666.06'
20' ASPHALT
33.02
FD N&D # 3382
FD 5/8"IRC LB #7230
NW CORNER OF O.R. BOOK 5057 PAGE 3972
FD N/D #1221
FD N/D # 1221
FD 5/8"IRC LB #7230
E. LINE OF NE 1/4
SPRING GARDEN AVENUE
UNPLATTED
PARCEL #7007-0000-0052
N.E. 1/4 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
PARCEL #7007-0000-0030
O.R. BOOK 5057
PAGE 3972
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
VACANT / WOODED
441,498 SQUARE FEET
10.14 ACRES
W. LINE OF NE 1/4
W. LINE OF NW 1/4 OF NE 1/4
N00°09'59"E 662.16'(FM)
E. LINE OF NW 1/4 OF NE 1/4
S00°09'01"W 663.13'(FM)
DEER FERN AVENUE
(50' R/W)
20' ASPHALT
TRACT "H"
TRACT "A"
1" = 40'
GRAPHIC SCALE
0 20 40 80
DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT #110334660)
EXHIBIT "A"
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF A TITLE COMMITMENT #110334660, DATED MAY 15, 2024.
THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.
NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT # 110334660, DATED MAY 15, 2024 @ 8:00 AM ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE OF THE TRANVERSE MERCATER GRID SYSTEM PER N&D #3382 AT NW CORNER AND N&D #1221 AT THE NE CORNER OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T.17S., R.30E. VOLUSIA COUNTY, FLORIDA, BEING S89°36'28"E, 666.18 FEET.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #12127C0465 G DATED APRIL 15, 2002. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
UNPLATTED
PARCEL #7007-0000-0050
S. 1/2 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
FD 1/2"IRC # 3382
POINT OF BEGINNING UTILITY EASEMENT
S89°31'24"E 120.00'
UTILITY ESM'T
N89°31'24"W 120.00'
S00°09'59"W 30.00'
S. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
N89°31'24"W 666.37'(FM)
FD 4X4 CM # 1221
ABBREVIATIONS:
A/C = AIR CONDITIONER
(C) = CALCULATED
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CB = CHORD BEARING
CD = CHORD DISTANCE
CONC. = CONCRETE
CSL = CONCRETE SLAB
CBL = CONCRETE BLOCK
CM = CONCRETE MONUMENT
(D) = DEED OR DESCRIPTION
D/U = DRAINAGE/UTILITY EASEMENT
E = EAST
E/P = EDGE OF PAVEMENT
ESMT.= EASEMENT
ELEV.= ELEVATION
F.F. = FINISHED FLOOR
FD. = FOUND
(FM) = FIELD MEASURED
I.D. = IDENTIFICATION
IR = IRON ROD
IP = IRON PIPE
IR&C = IRON ROD AND CAP
L = LENGTH OF CURVE
LS = LICENSED SURVEYOR
LB = LICENSED SURVEY BUSINESS
N = NORTH
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
O.R. = OFFICIAL RECORDS
O/H = OVERHANG
OHE = OVERHEAD ELECTRIC LINE
(P) = PLAT (MAP) DIMENSION
P.C. = POINT OF CURVATURE
PG. = PAGE
P/P = POWER POLE
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R = RADIUS
R/W = RIGHT-OF-WAY
S = SOUTH
S/T = SEPTIC TANK
S.F. = SQUARE FEET
T = TANGENT DISTANCE
TYP. = TYPICAL
UGE = UNDER GROUND ELECTRIC
W = WEST
W/F = WOOD FENCE
WPP = WOOD POWER POLE
W/M = WATER METER
Δ = DELTA OR CENTRAL ANGLE
ADDITIONAL NOTES:
: THERE IS NO VISABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
: ACCESS TO SUBJECT PROPERTY IS BY PUBLIC RIGHT OF WAY VIA STATE ROAD # 100.
: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT FILE NO. 110334660, DATED MAY 15, 2024, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THE SURVEY AND LEGAL DESCRIPTION CONTAINED IN THE TITLE COMMITMENT.
: THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
: THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICAL CLOSED FIGURE WITHIN +/- 0.1 FOOT.
: THERE ARE NO ENCROACHMENTS, OVERLAPS AND BOUNDARY LINE DISPUTES SHOWN ON THE SURVEY.
: THE LAND DESCRIBED IN THIS MAP OF SURVEY IS THE SAME PROPERTY AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 110334660, DATED MAY 15, 2024
: THE ACREAGE CALCULATED TO THE NEAREST 1/100TH OF AN ACRE IS 10.14 AND / OR 441,498 SQUARE FEET.
: AT THE TIME OF THE SURVEY, THERE WERE NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED OR OBSERVED EVIDENCE OF RECENT STREET CONSTRUCTION OR REPAIRS.
: AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
: AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF THE SUBJECT PROPERTY BEING USED FOR A CEMETERY OR FAMILY BURIAL GROUND.
ALTA / NSPS TABLE A ITEM NOTES:
1. MONUMENTS ARE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS, ALL AS SHOWN HEREON.
2. NO ADDRESS PROVIDED OR FOUND ON RECORD .
3. SUBJECT PROPERTY LIES IN FLOOD ZONES X , VOLUSIA COUNTY UNINCORPORATED #125155 PANEL 12127C0465 G, DATED 4/15/2002 .
4. SUBJECT PROPERTY CONTAINS 441,498 SQ.FT. AND / OR 10.14 ACRES
5. NO HORIZONTAL OR VERTICAL CONTROL WAS ESTABLISHED DURING THE SURVEY.
6A. NO ZONING LETTER OR REPORT WAS PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE
8. ALL AS SHOWN HEREON.
13. ALL AS SHOWN HEREON.
16. NO EVIDENCE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION; NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. NO EVIDENCE OF POTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR WERE OBSERVED.
ALTA/NSPS CERTIFICATION:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 8, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON JULY 22, 2024.
LARRY R. EFIRD, JR. P.S.M.
TRACT "H"
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
FERN GARDEN ESTATES
MAP BOOK 53, PAGE'S 18-25
LIFT STATION ON CONCRETE (SEE DETAIL)
GENERATOR
ELECTRIC BOXES
PAD MOUNTED WIRE CABINET
CHECK VALVES WATER METER
TRACT "G" PAD MOUNTED ELECTRIC TRANSFORMERS
SANITARY MANHOLE (SEE DETAIL)
STORM MANHOLE
FD N/D #1221
DEER FERN AVENUE
(50' R/W)
EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX: (386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230
ALTA STANDARDS Boundary Survey
Survey Date 7/22/2024
Drawing Number 24.0255
Scale: 1"=40'
Drawn By: LE JR
For:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
1290 W. PLYMOUTH AVE., DeLAND
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, O.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
STATE OF FLORIDA
NO. 6673
7/22/2024
LARRY R. EFIRD, JR.
Professional Surveyor & Mapper No. 6673



N

GRAPHIC SCALE (IN FEET)
1 in. = 40 ft.

SITE PLAN LEGEND	
PROPOSED	
	TREE PROTECTION AREA
	TREE PLANTING AREA
	PROPOSED CONCRETE SIDEWALK
	PROPOSED DRIVEWAY
P/L	PROPERTY LINE
	PRIVATE DRIVE
	EASEMENT
	SETBACK
	LOT LINE
	BUILDING
	STORM DRAIN INLET
STM	STORM DRAIN PIPE
	FLOW ARROWS

PROPERTY DATA:

PARCEL OWNER: TRINITY UNITED METHODIST CHURCH DELAND FLORIDA, INC.
PARCEL ID: 700700000030

ADDRESS: 1290 W PLYMOUTH AVE
DELAND, FL 32720

PROPERTY AREA: ± 10.14 ACRES

SETBACKS — PROPOSED MINIMUM STANDARDS

RESIDENTIAL AREA:
FRONT YARD: 20'
SIDE YARD: 0'
REAR YARD: 10'
SPACING BETWEEN BUILDINGS: 25'

DENSITY
EXISTING ALLOWABLE DENSITY 4.0 DU/AC
PROPOSED ALLOWABLE DENSITY 12.0 DU/AC
PROPOSED DENSITY 7.3 DU/AC (74 UNITS / 10.14 AC)

LANDSCAPE BUFFER

RESIDENTIAL AREA:
NORTH: 25' TYPE B
SOUTH: 25' TYPE C
EAST: 25' TYPE C
WEST: 30' TYPE C

TREE PROTECTION AREA
TREE PROTECTION AREA PROVIDED: 1.75 AC (17.3%)

FLOODPLAIN DESIGNATION:
ACCORDING TO F.I.R.M. NO. 12127C0465H, BEARING AN EFFECTIVE DATE OF 02/19/2014, THE SUBJECT PROPERTIES ARE LOCATED IN A ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN).

TRASH PICK-UP:
SOLID WASTE DISPOSAL WILL BE VIA CURB SIDE PICK-UP.

*STORMWATER NOTE: THE PROPOSED STORMWATER POND SHOWN IS DESIGNED TO RETAIN THE 100 YR / 24 HR STORM EVENT.

OPEN SPACE TRACT AREAS	
TRACT	AREA
OS-1	0.83 ACRES
OS-2	0.16 ACRES
OS-3	0.48 ACRES
TOTAL	1.47 ACRES

TREE PROTECTION AREA TRACTS	
TRACT	AREA
TPA-1	1.23 ACRES
TPA-2	0.40 ACRES
TPA-3	0.12 ACRES
TOTAL	1.75 ACRES

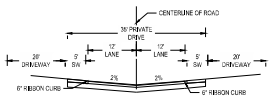
PARKING SPACES			
	STANDARD	VISITOR	TOTAL
REQUIRED	148	37	185
PROPOSED	144	104	248

*PARKING: 2 SPACES/ UNIT = 74 UNITS X 2 = 148 SPACES
0.5 VISITOR SPACES / UNIT = 0.5 X 74 = 37 SPACES

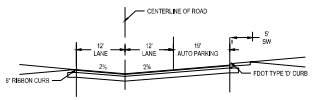
PARKING:
INTERIOR UNITS
1 SPACE - GARAGE PARKING
2 SPACE - DRIVEWAY
3 TOTAL PER INT. UNIT
3 x 48 = UNITS 144 PARKING SPOTS PROVIDED

EXTERIOR UNITS
2 SPACE - GARAGE PARKING
2 SPACE - DRIVEWAY
4 TOTAL PER EXT. UNIT
4 x 26 = UNITS 104 PARKING SPOTS PROVIDED

TOTAL PARKING PROVIDED
144 + 104 = 248



TYPICAL ROADWAY SECTION



TYPICAL ROADWAY SECTION WITH PARKING

CESO
www.ceso-inc.com

NO.	DATE	REVISION DESCRIPTION

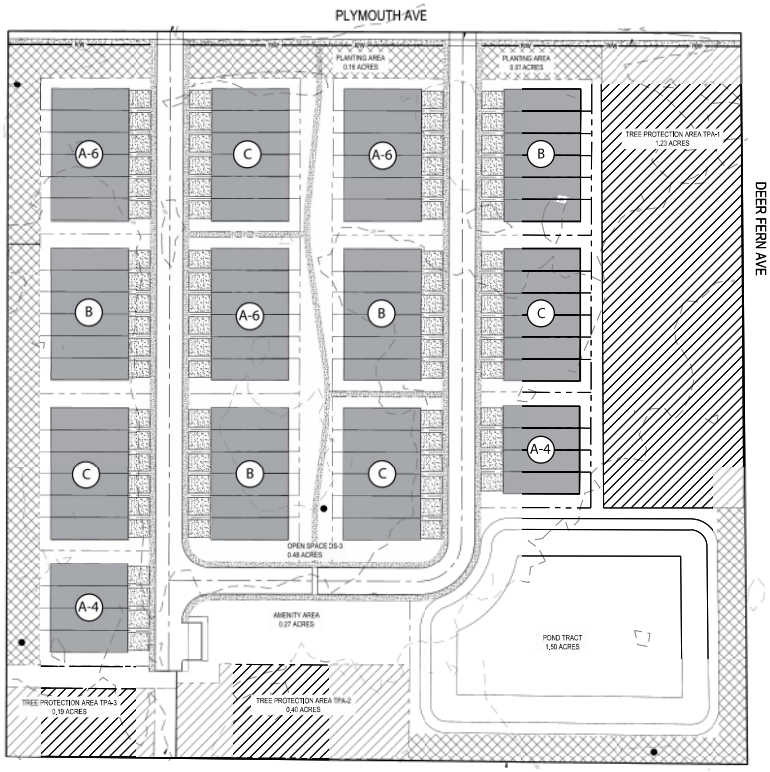
DELANEY TRINITY RESERVE PD
DELAND, FL
1290 W PLYMOUTH AVE, DELAND, FL 32720

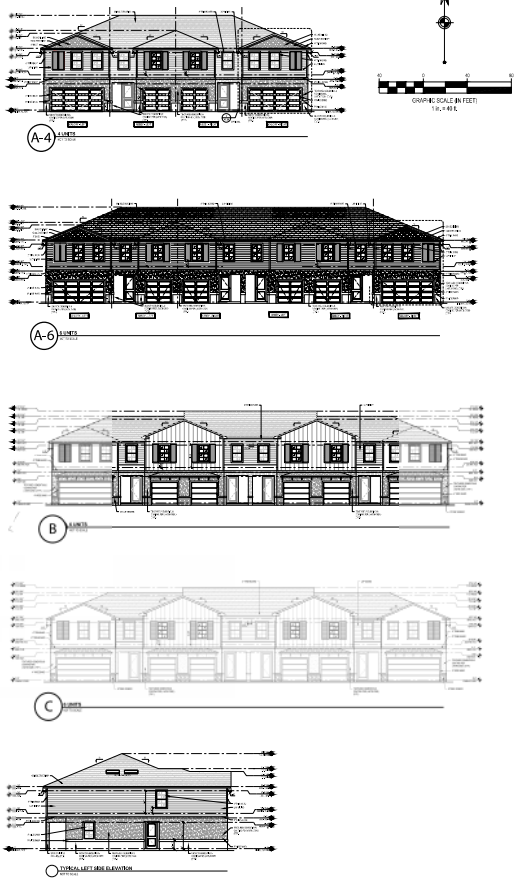
CONCEPT PLAN

ISSUE:	PRE-PERMIT
DATE:	03/25/2025
JOB NO.:	761391
DESIGN:	SCR
DRAWN:	SCR
CHECKED:	
SHEET NO.	PD-3

COPYRIGHT THESE DRAWINGS ARE THE PROPERTY OF CESO, INC.

C:\USERS\RYAN.HOPKINS@CIVILCOMMUNITY.COM\CESO\CESOCAD\DELANEY RESERVE PHASE 2\PROJECT FILES_CESO\761391-01_CAD_DELANY RESERVE PHASE2_DELAND.FL\03-CIVIL\PLANS\PD PLAN.PLOT SHEETS\PD-1 CONCEPT PLAN.DWG - 3/25/2025 11:43 AM





CESO

NO.	DATE	REVISION DESCRIPTION

DELANEY TRINITY
RESERVE PD
DELAND, FL

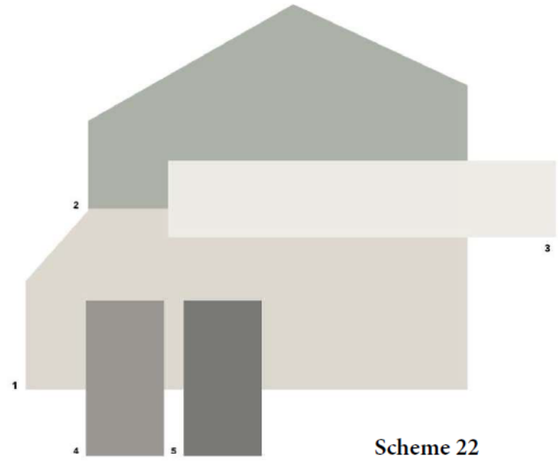
1200 W. NEW YORK AVE., DELAND, FL 32720

PRODUCT MAP

ISSUE:	PRE-PERMIT
DATE:	10/17/2024
JOB NO.:	761391
DESIGN:	
DRAWN:	
CHECKED:	
SHEET NO.:	

COPYRIGHT © 2024 CESO, INC. ALL RIGHTS RESERVED





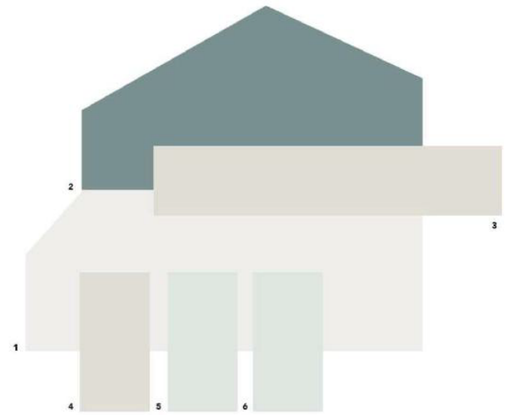
Scheme 22

1. Lower Body	SW 7631	City Loft
2. Upper Body	SW 6206	Oyster Bay
3. Trim	SW 7005	Pure White
4. Garage Door	SW 7673	Pewter Cast
5. Door	SW 2849	Westchester Gray



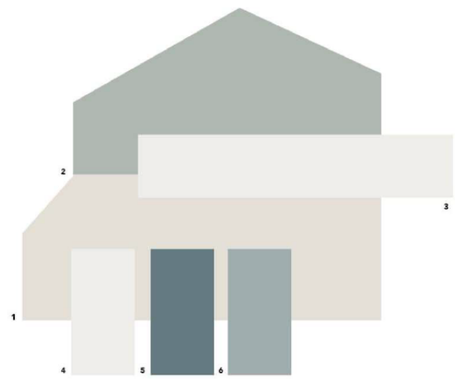
Scheme 23

1. Lower Body	SW 7057	Silver Strand
2. Upper Body	SW 7004	Snowbound
3. Trim	SW 7006	Extra White
4. Garage Door	SW 7057	Silver Strand
5. Door	SW 6227	Meditative



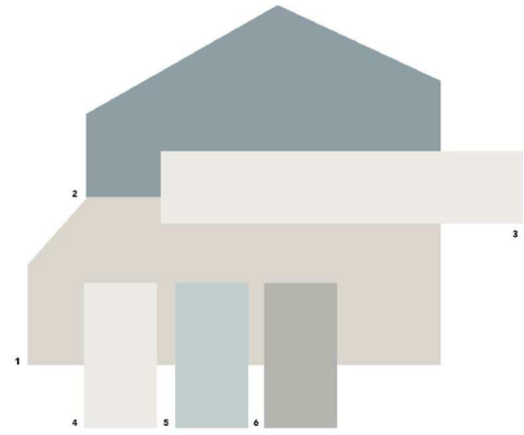
Scheme 24

1. Lower Body	SW 7006	Extra White
2. Upper Body	SW 6221	Moody Blue
3. Trim	SW 7014	Eider White
4. Garage Door	SW 7014	Eider White
5. Door	SW 6476	Glimmer
6. Accent	SW 6476	Glimmer



Scheme 26

1. Lower Body	SW 6070	Heron Plume
2. Upper Body	SW 7621	Silvermist
3. Trim	SW 7006	Extra White
4. Garage Door	SW 7006	Extra White
5. Door	SW 7619	Labradorite
6. Accent	SW 7616	Breezy



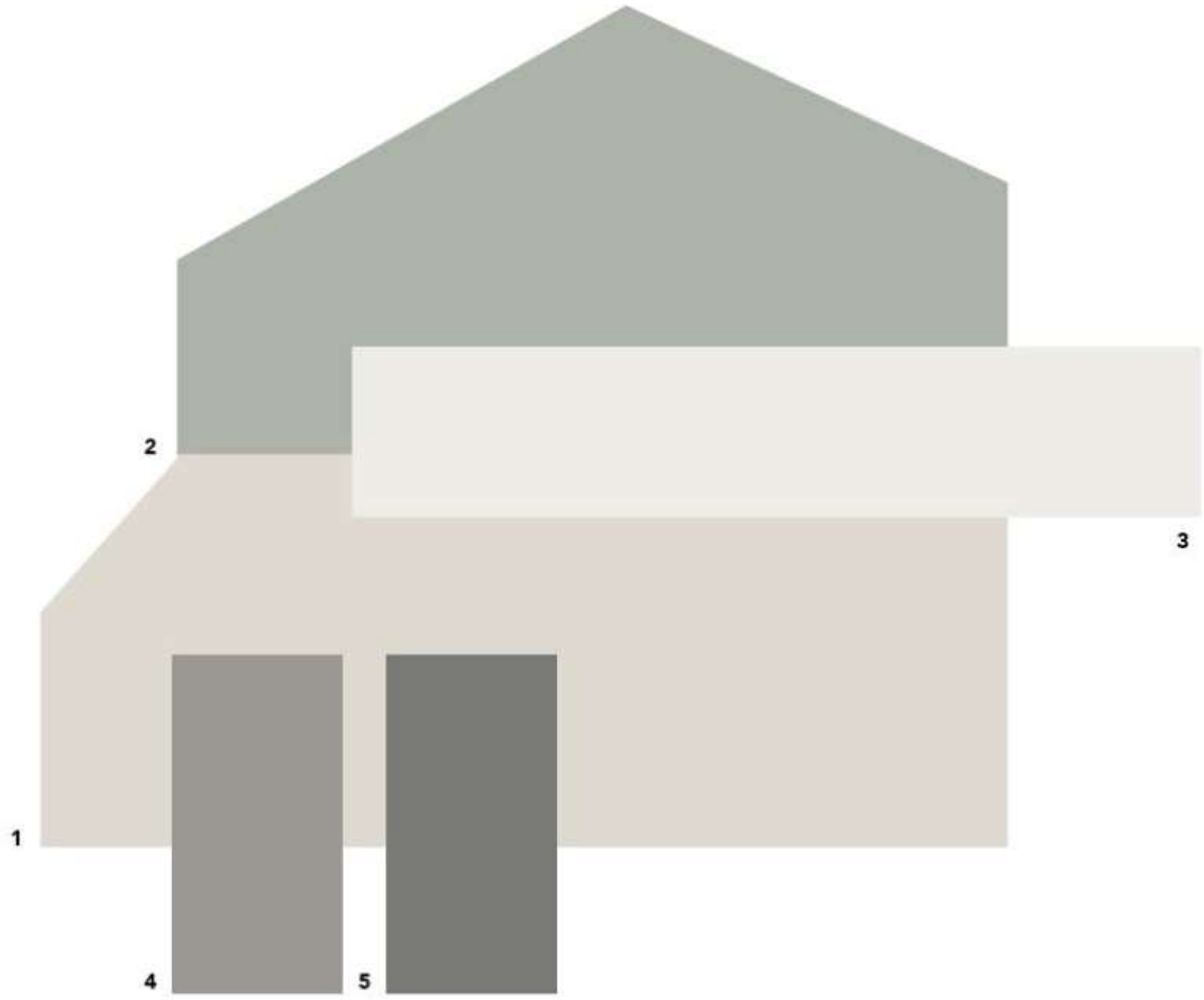
Scheme 25

1. Lower Body	SW 9166	Drift of Mist
2. Upper Body	SW 9139	Debonair
3. Trim	SW 7005	Pure White
4. Garage Door	SW 7005	Pure White
5. Door	SW 6218	Tradewind
6. Accent	SW 2850	Chelsea Gray

SHERWIN-WILLIAMS®

Hartizen Homes - Delaney Reserve

Scheme X #22



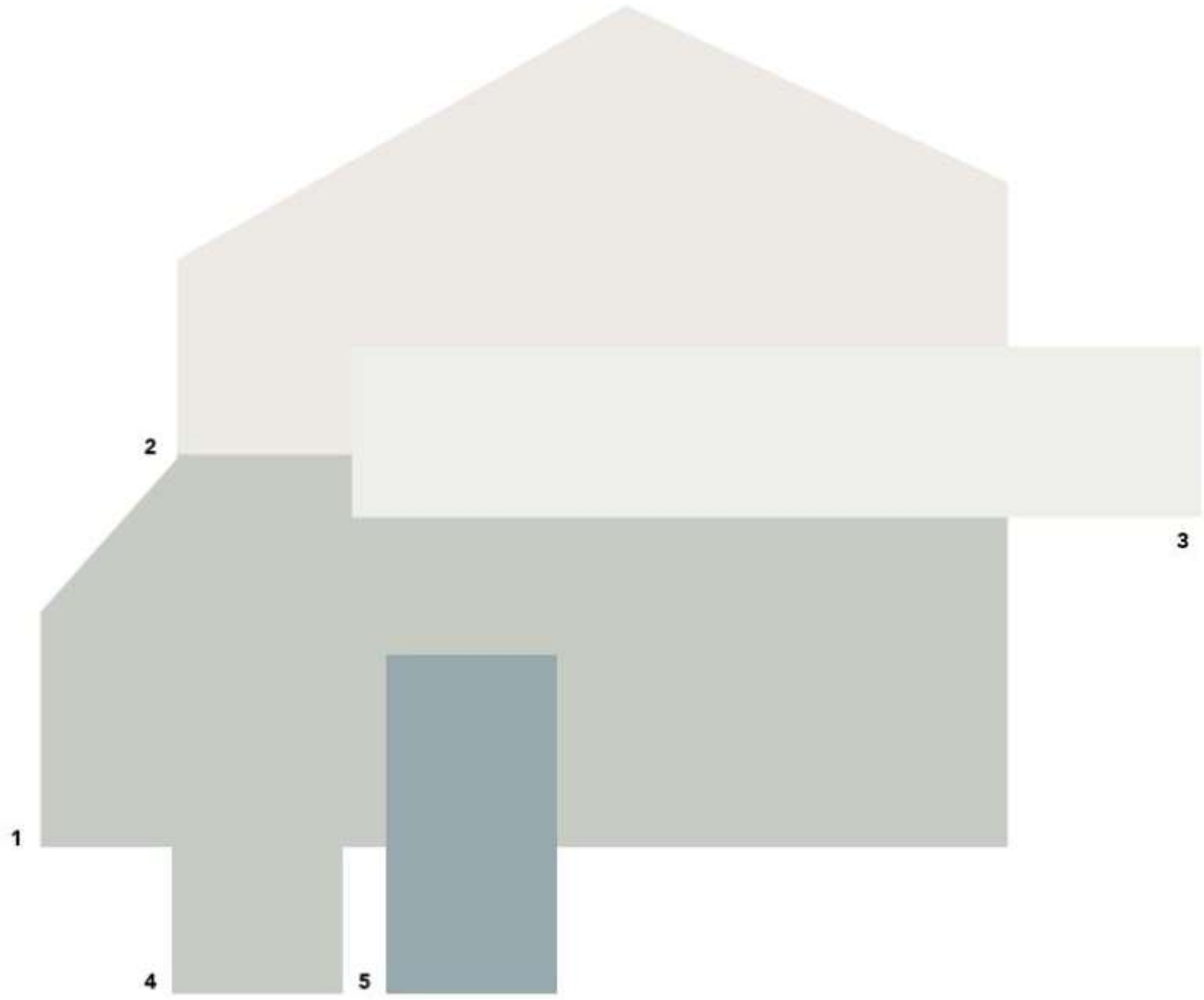
1. Lower Body	SW 7631	City Loft
2. Upper Body	SW 6206	Oyster Bay
3. Trim	SW 7005	Pure White
4. Garage Door	SW 7673	Pewter Cast
5. Door	SW 2849	Westchester Gray

Actual color may vary from on-screen representation. To confirm your color choices prior to purchase, please view a physical color chip, color card, or painted sample. Sherwin-Williams is not responsible for the content and photos shared by users of their color selection tools. The Cover The Earth logo and the Sherwin-Williams logo are trademarks owned or licensed by The Sherwin-Williams Company. ©2024 The Sherwin-Williams Company.

SHERWIN-WILLIAMS®

Hartizen Homes - Delaney Reserve

Scheme 2 #23



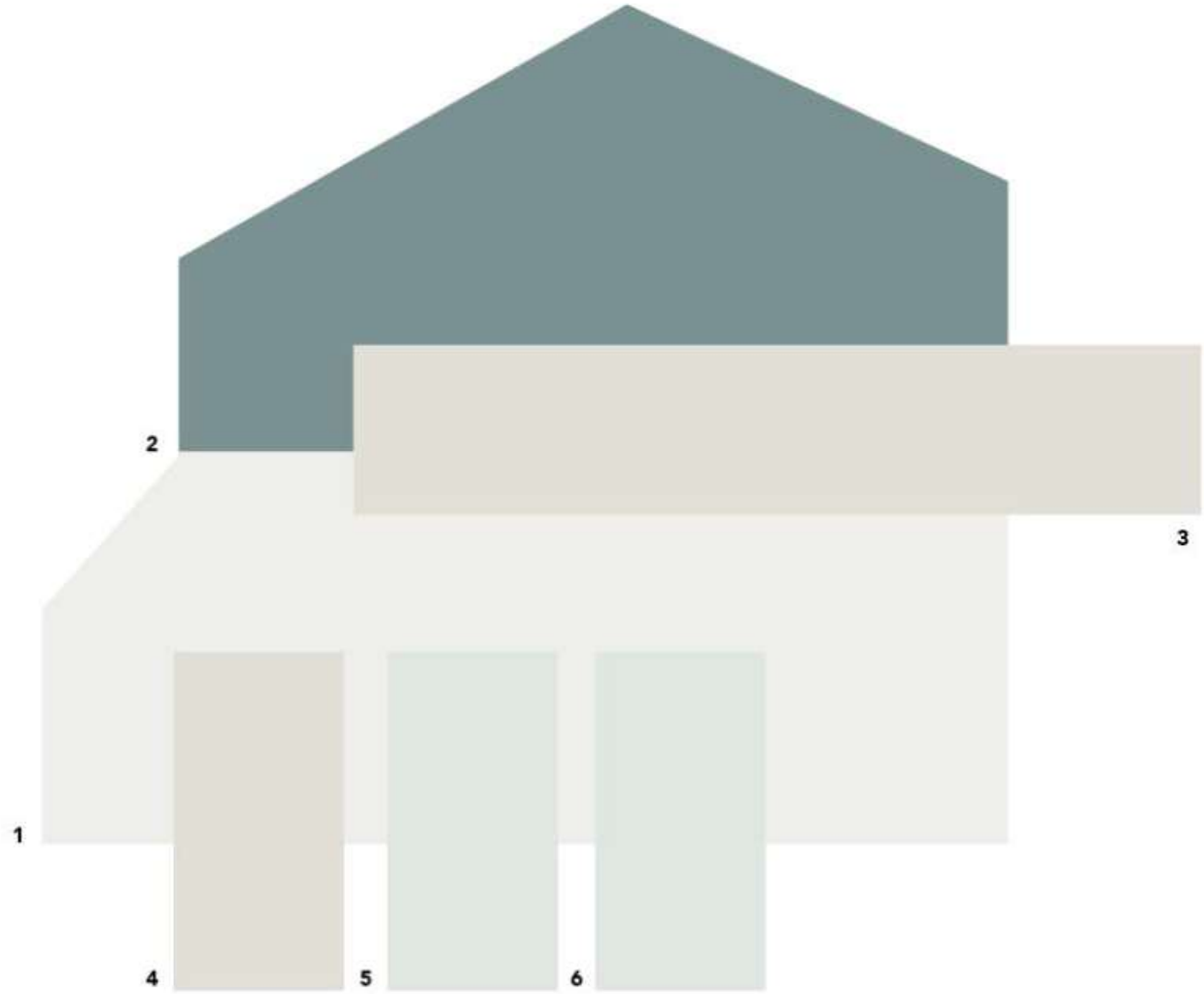
1. Lower Body	SW 7057	Silver Strand
2. Upper Body	SW 7004	Snowbound
3. Trim	SW 7006	Extra White
4. Garage Door	SW 7057	Silver Strand
5. Door	SW 6227	Meditative

Actual color may vary from on-screen representation. To confirm your color choices prior to purchase, please view a physical color chip, color card, or painted sample. Sherwin-Williams is not responsible for the content and photos shared by users of their color selection tools. The Cover The Earth logo and the Sherwin-Williams logo are trademarks owned or licensed by The Sherwin-Williams Company. ©2024 The Sherwin-Williams Company.

SHERWIN-WILLIAMS®

Hartizen Homes - Delaney Reserve

Scheme ~~3~~ #24



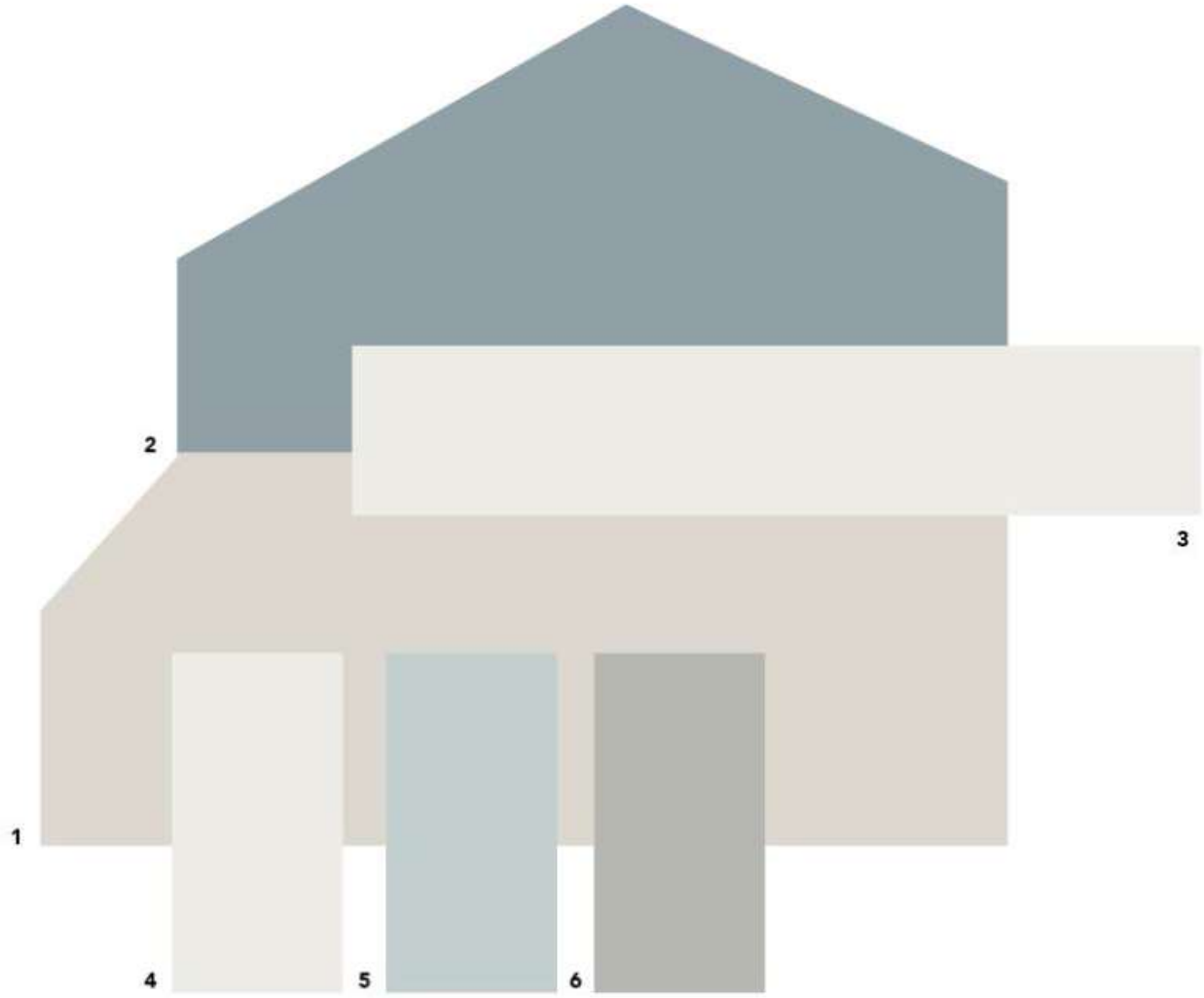
1. Lower Body	SW 7006	Extra White
2. Upper Body	SW 6221	Moody Blue
3. Trim	SW 7014	Eider White
4. Garage Door	SW 7014	Eider White
5. Door	SW 6476	Glimmer
6. Accent	SW 6476	Glimmer

Actual color may vary from on-screen representation. To confirm your color choices prior to purchase, please view a physical color chip, color card, or painted sample. Sherwin-Williams is not responsible for the content and photos shared by users of their color selection tools. The Cover The Earth logo and the Sherwin-Williams logo are trademarks owned or licensed by The Sherwin-Williams Company. ©2024 The Sherwin-Williams Company.

SHERWIN-WILLIAMS®

Hartizen Homes - Delaney Reserve

Scheme ~~4~~ #25

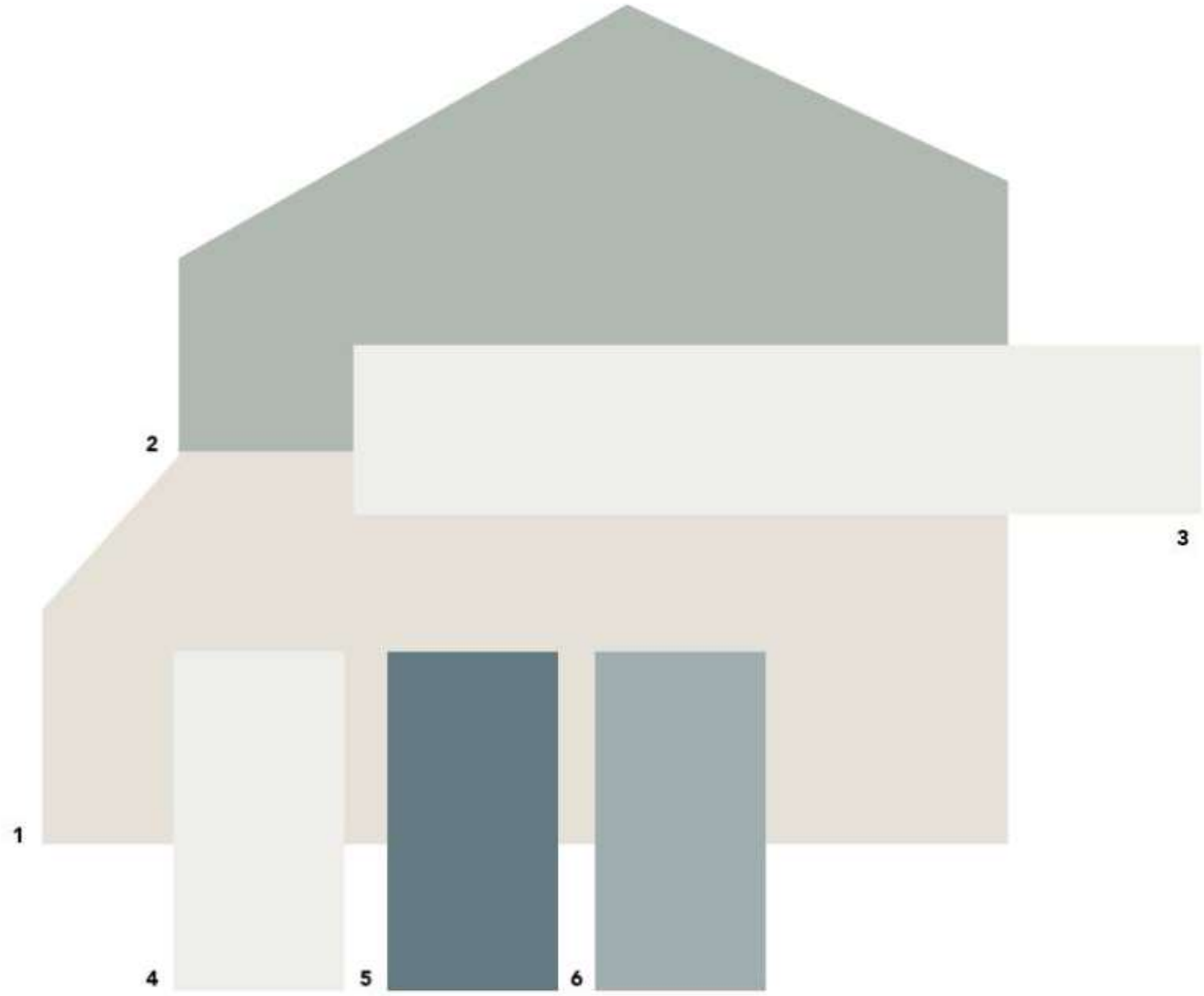


1. Lower Body	SW 9166	Drift of Mist
2. Upper Body	SW 9139	Debonair
3. Trim	SW 7005	Pure White
4. Garage Door	SW 7005	Pure White
5. Door	SW 6218	Tradewind
6. Accent	SW 2850	Chelsea Gray

Actual color may vary from on-screen representation. To confirm your color choices prior to purchase, please view a physical color chip, color card, or painted sample. Sherwin-Williams is not responsible for the content and photos shared by users of their color selection tools. The Cover The Earth logo and the Sherwin-Williams logo are trademarks owned or licensed by The Sherwin-Williams Company. ©2024 The Sherwin-Williams Company.

SHERWIN-WILLIAMS®

Hartizen Homes - Delaney Reserve
Scheme ~~5~~ #26



1. Lower Body	SW 6070	Heron Plume
2. Upper Body	SW 7621	Silvermist
3. Trim	SW 7006	Extra White
4. Garage Door	SW 7006	Extra White
5. Door	SW 7619	Labradorite
6. Accent	SW 7616	Breezy

Actual color may vary from on-screen representation. To confirm your color choices prior to purchase, please view a physical color chip, color card, or painted sample. Sherwin-Williams is not responsible for the content and photos shared by users of their color selection tools. The Cover The Earth logo and the Sherwin-Williams logo are trademarks owned or licensed by The Sherwin-Williams Company. ©2024 The Sherwin-Williams Company.



LEGEND

- Proposed Townhomes
- Proposed Water Quality Pond
- Proposed Sidewalk
- Tree Preservation Areas

0 40' 80' 160'

This exhibit is conceptual in nature and may change at owners discretion in order to meet jurisdictional codes, final site engineering requirements and budget based on pricing for the final plan.

01.10.2025

Concept Master Plan Phase 2

DELANEY TRINITY RESERVE

DeLand, FL



CESO DDC MANAGEMENT HARTIZEN HOMES

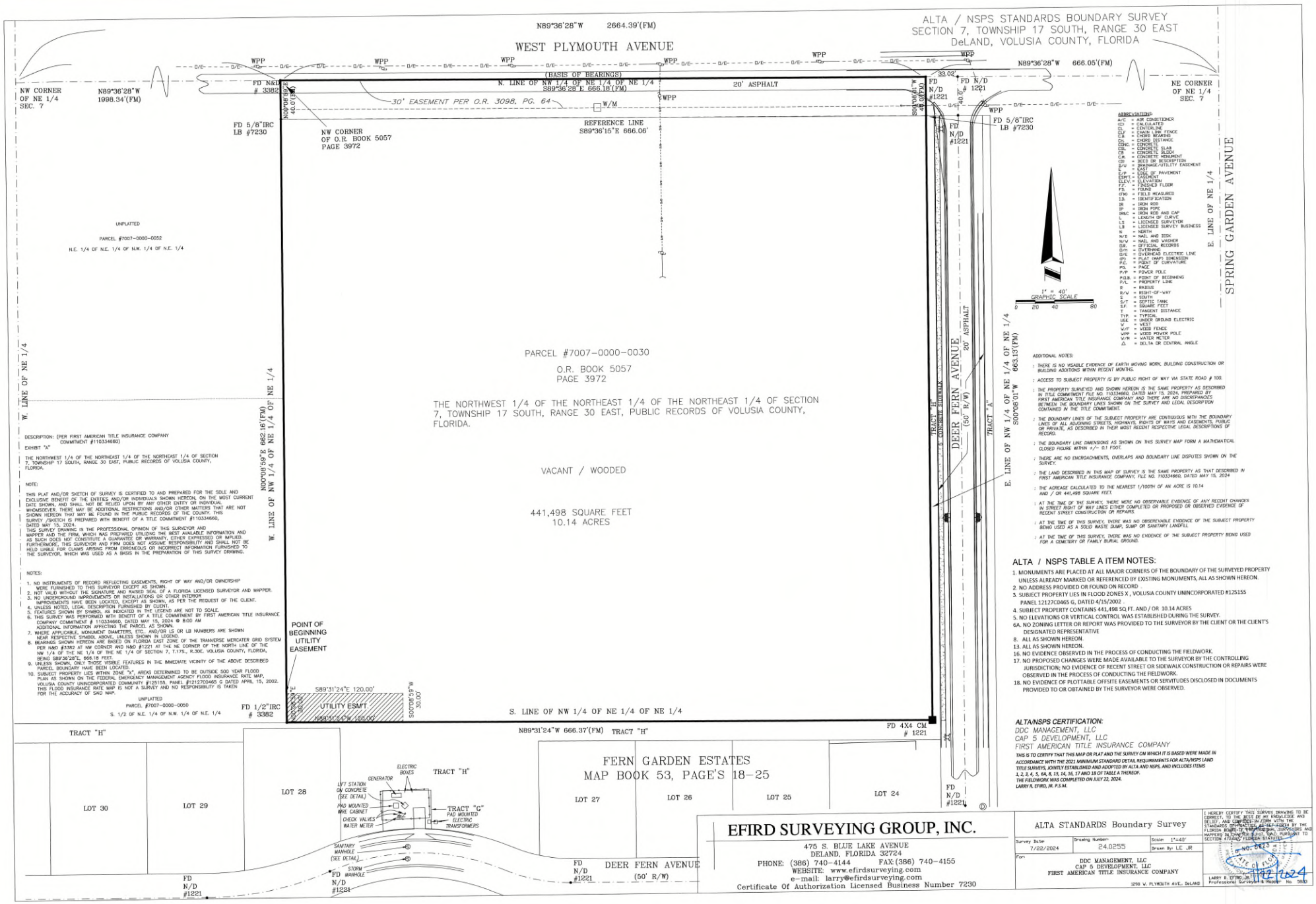
This exhibit is conceptual in nature and may change at owners discretion in order to meet jurisdictional codes, final site engineering requirements and budget based on pricing for the final plan.

01.10.2025

AMENITY PLAN- PH2

DELANEY TRINITY RESERVE

DeLand, FL


ALTA / NSPS STANDARDS BOUNDARY SURVEY
SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST
DeLAND, VOLUSIA COUNTY, FLORIDA
N89°36'26"W 2664.39'(FM)
WEST PLYMOUTH AVENUE
(BASIS OF BEARINGS)
N. LINE OF NW 1/4 OF NE 1/4
S89°36'28"E 666.18'(FM)
N89°36'28"W 666.05'(FM)
NW CORNER OF NE 1/4 SEC. 7
N89°36'28"W 1998.34'(FM)
NE CORNER OF NE 1/4 SEC. 7
FD N&D # 3382
FD 5/8"IRC LB #7230
FD N/D #1221
30' EASEMENT PER O.R. 3098, PG. 64
REFERENCE LINE S89°36'15"E 666.06'
NW CORNER OF O.R. BOOK 5057 PAGE 3972
20' ASPHALT
SPRING GARDEN AVENUE
E. LINE OF NE 1/4
W. LINE OF NE 1/4
UNPLATTED
PARCEL #7007-0000-0052
N.E. 1/4 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
PARCEL #7007-0000-0030
O.R. BOOK 5057
PAGE 3972
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
VACANT / WOODED
441,498 SQUARE FEET
10.14 ACRES
DEER FERN AVENUE
(50' R/W)
20' ASPHALT
TRACT "H"
TRACT "A"
E. LINE OF NW 1/4 OF NE 1/4
663.13'(FM)
S00°08'01"W
W. LINE OF NW 1/4 OF NE 1/4
N00°08'59"E 662.16'(FM)
DESCRIPTION: (PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT #110334660)
EXHIBIT "A"
THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
NOTE:
THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITH BENEFIT OF A TITLE COMMITMENT #110334660, DATED MAY 15, 2024.
THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.
NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITH BENEFIT OF A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT # 110334660, DATED MAY 15, 2024 @ 8:00 AM ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS SHOWN HEREON ARE BASED ON FLORIDA EAST ZONE OF THE TRANVERSE MERCATER GRID SYSTEM PER N&D #3382 AT NW CORNER AND N&D #1221 AT THE NE CORNER OF THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7, T.17S., R.30E. VOLUSIA COUNTY, FLORIDA, BEING S89°36'28"E, 666.18 FEET.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #1212720465 G DATED APRIL 15, 2002. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
UNPLATTED
PARCEL #7007-0000-0050
S. 1/2 OF N.E. 1/4 OF N.W. 1/4 OF N.E. 1/4
FD 1/2"IRC # 3382
POINT OF BEGINNING UTILITY EASEMENT
S89°31'24"E 120.00'
UTILITY ESMT
S89°31'24"W 120.00'
S00°08'59"W 30.00'
S. LINE OF NW 1/4 OF NE 1/4 OF NE 1/4
N89°31'24"W 666.37'(FM)
FD 4X4 CM # 1221
TRACT "H"
TRACT "A"
1" = 40' GRAPHIC SCALE
0 20 40 80
ABBREVIATIONS:
A/C = AIR CONDITIONER
(C) = CALCULATED
℄ = CENTERLINE
CLF = CHAIN LINK FENCE
C.B. = CHORD BEARING
CD. = CHORD DISTANCE
CONC. = CONCRETE
C.S. = CONCRETE SLAB
C.B. = CONCRETE BLOCK
C.M. = CONCRETE MONUMENT
(D) = DEED OR DESCRIPTION
D/U = DRAINAGE/UTILITY EASEMENT
E. = EAST
E/P = EDGE OF PAVEMENT
ESMT. = EASEMENT
ELEV. = ELEVATION
F.F. = FINISHED FLOOR
F.D. = FOUND
(F'W) = FIELD MEASURED
I.D. = IDENTIFICATION
I.R. = IRON ROD
I.P. = IRON PIPE
I.R.&C = IRON ROD AND CAP
L = LENGTH OF CURVE
L.S. = LICENSED SURVEYOR
L.B. = LICENSED SURVEY BUSINESS
N. = NORTH
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
O.R. = OFFICIAL RECORDS
OVHG. = OVERHANG
O/E = OVERHEAD ELECTRIC LINE
(P) = PLAT (MAP) DIMENSION
P.C. = POINT OF CURVATURE
PG. = PAGE
P/P = POWER POLE
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R = RADIUS
R/W = RIGHT-OF-WAY
S. = SOUTH
S/T = SEPTIC TANK
S.F. = SQUARE FEET
T = TANGENT DISTANCE
TYP. = TYPICAL
U/E = UNDER GROUND ELECTRIC
V. = VESS
W/F = WOOD FENCE
WPP = WOOD POWER POLE
W/M = WATER METER
Δ = DELTA OR CENTRAL ANGLE
ADDITIONAL NOTES:
: THERE IS NO VISABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
: ACCESS TO SUBJECT PROPERTY IS BY PUBLIC RIGHT OF WAY VIA STATE ROAD # 100.
: THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT FILE NO. 110334660, DATED MAY 15, 2024, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AND THERE ARE NO DISCREPANCIES BETWEEN THE BOUNDARY LINES SHOWN ON THE SURVEY AND LEGAL DESCRIPTON CONTAINED IN THE TITLE COMMITMENT.
: THE BOUNDARY LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE BOUNDARY LINES OF ALL ADJOINING STREETS, HIGHWAYS, RIGHTS OF WAYS AND EASEMENTS, PUBLIC OR PRIVATE, AS DESCRIBED IN THEIR MOST RECENT RESPECTIVE LEGAL DESCRIPTIONS OF RECORD.
: THE BOUNDARY LINE DIMENSIONS AS SHOWN ON THIS SURVEY MAP FORM A MATHEMATICAL CLOSED FIGURE WITHIN +/- 0.1 FOOT.
: THERE ARE NO ENCROACHMENTS, OVERLAPS AND BOUNDARY LINE DISPUTES SHOWN ON THE SURVEY.
: THE LAND DESCRIBED IN THIS MAP OF SURVEY IS THE SAME PROPERTY AS THAT DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 110334660, DATED MAY 15, 2024
: THE ACREAGE CALCULATED TO THE NEAREST 1/100TH OF AN ACRE IS 10.14 AND / OR 441,498 SQUARE FEET.
: AT THE TIME OF THE SURVEY, THERE WERE NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED OR OBSERVED EVIDENCE OF RECENT STREET CONSTRUCTION OR REPAIRS.
: AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
: AT THE TIME OF THIS SURVEY, THERE WAS NO EVIDENCE OF THE SUBJECT PROPERTY BEING USED FOR A CEMETERY OR FAMILY BURIAL GROUND.
ALTA / NSPS TABLE A ITEM NOTES:
1. MONUMENTS ARE PLACED AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE SURVEYED PROPERTY UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS, ALL AS SHOWN HEREON.
2. NO ADDRESS PROVIDED OR FOUND ON RECORD .
3. SUBJECT PROPERTY LIES IN FLOOD ZONES X , VOLUSIA COUNTY UNINCORPORATED #125155 PANEL 1212720465 G, DATED 4/15/2002.
4. SUBJECT PROPERTY CONTAINS 441,498 SQ.FT. AND / OR 10.14 ACRES
5. NO ELEVATIONS OR VERTICAL CONTROL WAS ESTABLISHED DURING THE SURVEY.
6A. NO ZONING LETTER OR REPORT WAS PROVIDED TO THE SURVEYOR BY THE CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE
8. ALL AS SHOWN HEREON.
13. ALL AS SHOWN HEREON.
16. NO EVIDENCE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
17. NO PROPOSED CHANGES WERE MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION; NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
18. NO EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR WERE OBSERVED.
ALTA/NSPS CERTIFICATION:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 8, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON JULY 22, 2024.
LARRY R. EFIRD, JR. P.S.M.
TRACT "H"
LOT 30
LOT 29
LOT 28
LOT 27
LOT 26
LOT 25
LOT 24
FERN GARDEN ESTATES
MAP BOOK 53, PAGE'S 18-25
ELECTRIC BOXES
GENERATOR
LIFT STATION ON CONCRETE (SEE DETAIL)
PAD MOUNTED WIRE CABINET
CHECK VALVES WATER METER
TRACT "G"
PAD MOUNTED ELECTRIC TRANSFORMERS
SANITARY MANHOLE (SEE DETAIL)
STORM MANHOLE
FD N/D #1221
DEER FERN AVENUE
(50' R/W)
EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX:(386) 740-4155
WEBSITE: www.efirdsurveying.com
e-mail: larry@efirdsurveying.com
Certificate Of Authorization Licensed Business Number 7230
ALTA STANDARDS Boundary Survey
Survey Date: 7/22/2024
Drawing Number: 24.0255
Scale: 1"=40'
Drawn By: LE JR
For:
DDC MANAGEMENT, LLC
CAP 5 DEVELOPMENT, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
1290 W. PLYMOUTH AVE., DeLAND
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND CONDUCTED IN CONFORMITY WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FAC, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
STATE OF FLORIDA
No. 6624
7/22/2024
LARRY R. EFIRD, JR.
Professional Surveyor & Mapper No. 6624

PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD

May 14, 2025

APPLICATION NO.: Z24-179

STAFF PLANNER: Kendall Story

APPLICANT: Mark Watts, CobbCole

REQUEST: Rezoning from Volusia County A-3 to City of DeLand Delaney Trinity Reserve Planned Development (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:	1290 W Plymouth Ave.
Parcel Size:	±10.14 acres
Land Use:	Urban Low Intensity (ULI)
Existing Zoning:	Volusia County A-3 (Transitional Agriculture)
Existing Use:	Vacant

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Medium Density Residential (MDR)	Hunter's Creek PD
South:	Low Density Residential (LDR)	R-1AA
East:	Highway Commercial (HC)	DeLand Commercial Prop. PD
West:	Low Density Residential (LDR)	R-1A

B. BACKGROUND: The subject property is 10.14 acres in size, vacant and heavily wooded. The current zoning is Volusia County A-3 (Transitional Agriculture), and the applicant is requesting a rezone to the Delaney Trinity Reserve PD (Planned Development) district. The proposed development consists of 13 buildings with a total of 74 townhome units, 2-stories tall. The property is located south of the Hunter's Creek PD, which consists of the Lexington Club and Hunter's Creek Apartment complexes, and directly abuts the Heritage Place subdivision, to the south, which is comprised of single-family residential homes. The subject property is located within unincorporated Volusia County. Concurrent applications to annex the subject property into the City (AN24-180) and to amend the future land use designation (SMLU24-181) were submitted by the applicant.

C. **ANALYSIS**: Per Sec. 33-32 of the Land Development Regulations, in return for flexibility in site design and development, Planned Developments (PDs) are expected to include exceptional design that preserves critical environmental resources; provides above-average open space and recreational amenities, and incorporates creative design in the layout of buildings.

SITE DATA	
UNIT COUNT	74 TOWNHOMES
OVERALL SIZE	10.14 ACRES
DENSITY	7.3 DU/ACRE
HEIGHT/STORIES	35'/2-STORIES
FRONT YARD SETBACKS	20'
SIDE YARD SETBACKS	0'
REAR YARD SETBACKS	10'
SPACE BETWEEN BLDGS. (REAR TO REAR)	25'
INDIVIDUAL LOT AREA	1,000 SF MIN.
INDIVIDUAL LOT WIDTH/DEPTH	20' WIDE/100' DEEP
MINIMUM UNIT SIZE	500 SF
MAXIMUM IMPERVIOUS	70%
OPEN SPACE	1.47 ACRES (14.5%)
TREE PRESERVATION AREA	1.75 ACRES (17.3%)

The concept plan addresses this section by providing 1.47 acres (14.5%) of open space and 1.75 acres (17.3%) of Tree Preservation Area that serves as a buffer between the existing neighborhood to the south and the residences. Additionally, a meaningful, accessible open space area with a meandering path creates a pedestrian corridor that is centrally located to the site and connects Plymouth Avenue to the main amenity area. As shown in the elevations, a variety of paint colors and façade finishes are used to differentiate each building, with alternating roof lines, garage overhangs and exterior textures. Sidewalks are included on both sides of all internal roadways facilitating pedestrian access throughout the site.

The development includes landscape designs that will serve environmentally friendly functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the community, such as low impact development standards. The perimeter landscape buffers are outlined in the table below which compares the standard buffers for the development, to what the applicant is providing in the PD. As seen in the chart, the buffer widths being provided for the north, south, east and west boundaries are all exceeding the minimum width requirements.

LANDSCAPE BUFFERS		
	REQUIRED	**PROVIDED**
NORTH	TYPE B (15')	TYPE B (25')
SOUTH	TYPE C (20')	TYPE C (25')
EAST	TYPE C (20')	TYPE C (25')
WEST	TYPE C (20')	TYPE C (30')

The development shall comply with the city's Land Development Regulations as well as International Dark Sky standards, designed to reduce light pollution by restricting upward-directed light and avoiding glare.

Each end unit will have a 2-car garage/driveway and each interior unit will have a single-car garage/driveway. The applicant is exceeding the minimum parking requirement of 185 spaces by providing 248 spaces total. The calculations can be seen using the below table.

PARKING	
TOTAL UNITS	74
REQUIRED SPACES/UNIT	2 SPACES/UNIT + 0.5 VISITOR SPACES/UNIT
TOTAL SPACES **REQUIRED**	185 SPACES
INTERIOR UNITS	48
	1 GARAGE SPACE/UNIT 2 DRIVEWAY SPACES/UNIT
TOTAL PER UNIT	3 SPACES/UNIT
TOTAL	144 SPACES
END UNITS	26
	2 GARAGE SPACES/UNIT 2 DRIVEWAY SPACES/UNIT
TOTAL PER UNIT	4 SPACES/UNIT
TOTAL	104 SPACES
OVERALL SPACES **PROVIDED**	248 SPACES

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. The R-12 zoning district allows multi-family uses such as the Delaney Trinity Reserve PD. However, the applicant is requesting deviations from the city's R-12 zoning district and is proposing a PD that will create tailored zoning district for the project. The code deviations from R-12 to the Delaney Trinity Reserve PD are outlined in the table below.

LIST OF DEVIATIONS		
	R-12 REQUIRED	**TRINITY RESERVE PD**
FRONT YARD SETBACK	30'	20'
REAR YARD SETBACK	25'	10'
LOT WIDTH	75'	20'
MAX. IMPERVIOUS (TOTAL SITE)	50%	70%
MIN. FLOOR AREA/UNIT	725 SF	500 SF

School Concurrency: A school concurrency letter dated October 22, 2024, was provided, stating that the district has no objections to the proposed development plan.

Traffic Analysis: An exemption letter from LTG Planning & Engineering dated August 14, 2024, states that a full traffic impact analysis is not required as the threshold of 1,000 trips is not exceeded The City and Volusia County will review the traffic counts to determine if any off site improvements will be required to accommodate the additional impact as part the preliminary plat review.

Stormwater: A **s**tormwater retention is being provided at the southeast corner of the site. Per the proposed PD Agreement, the stormwater system will be designed to meet all required governmental regulations, and that it shall be designed to accommodate a 100-year, 24-hour stom event which will be retained on site.

On November 21, 2024, the Technical Review Committee recommended that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing remaining Staff comments. At this time the applicant has addressed all staff comments.

Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The subject property abuts single-family directly to the south and is across the street from the Lexington Club and Hunter's Creek apartments. On the Future Land Use map, the surrounding properties are designated as Low Density Residential (LDR) to the west and south, Medium Density Residential (MDR) to the north and Highway Commercial (HC) to the east, with the subject property designated as Medium Density Residential (MDR). According to the 2050 Vision, the parcel is located within Category 2, "Urban Core". The Urban Core is described as being a location where the majority of new growth will take place. The proposed Delaney Trinity PD fits in with the mix of residential uses nearby by providing a multi-family development to serve the current and future residents of the City of DeLand.

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 minimum tree coverage meet the requirements of the Land Development Regulations. The development has a proposed TPA of 17.3% (1.75 acres/±76,230 sq. ft.) of the total site to Tree Protection Area which is 2.3% more than required by the Land Development Regulations. Low Impact Development (LID) standards will be applied and will include features such as environmentally and Florida-friendly landscape design and runoff pollution prevention.

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

The infusion of newer homes in this project offers alternative housing types that should have a positive impact on the general area and potentially raise overall values.

4. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

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 will encourage transit and lessen traffic congestion.

5. Was there a mistake in the original classification?

There was no mistake in the original classification. Standards that are not included in the PD agreement will default to the R-12 zoning district standards and the Land Development Regulations.

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

The infusion of newer homes in this project could have a positive impact on the general area and potentially raise overall values.

7. 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.

D. CONCLUSION:

The Applicant is proposing a rezoning from Volusia County A-3 (Transitional Agriculture), to the Delaney Trinity Reserve PD. Submittal of a preliminary and final plat will be required to ensure the provisions of the Planned Development Agreement are satisfied, as determined by TRC Staff, Planning Board, and City Commission.

E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the request to the City Commission with a recommendation for approval to rezone the subject property.

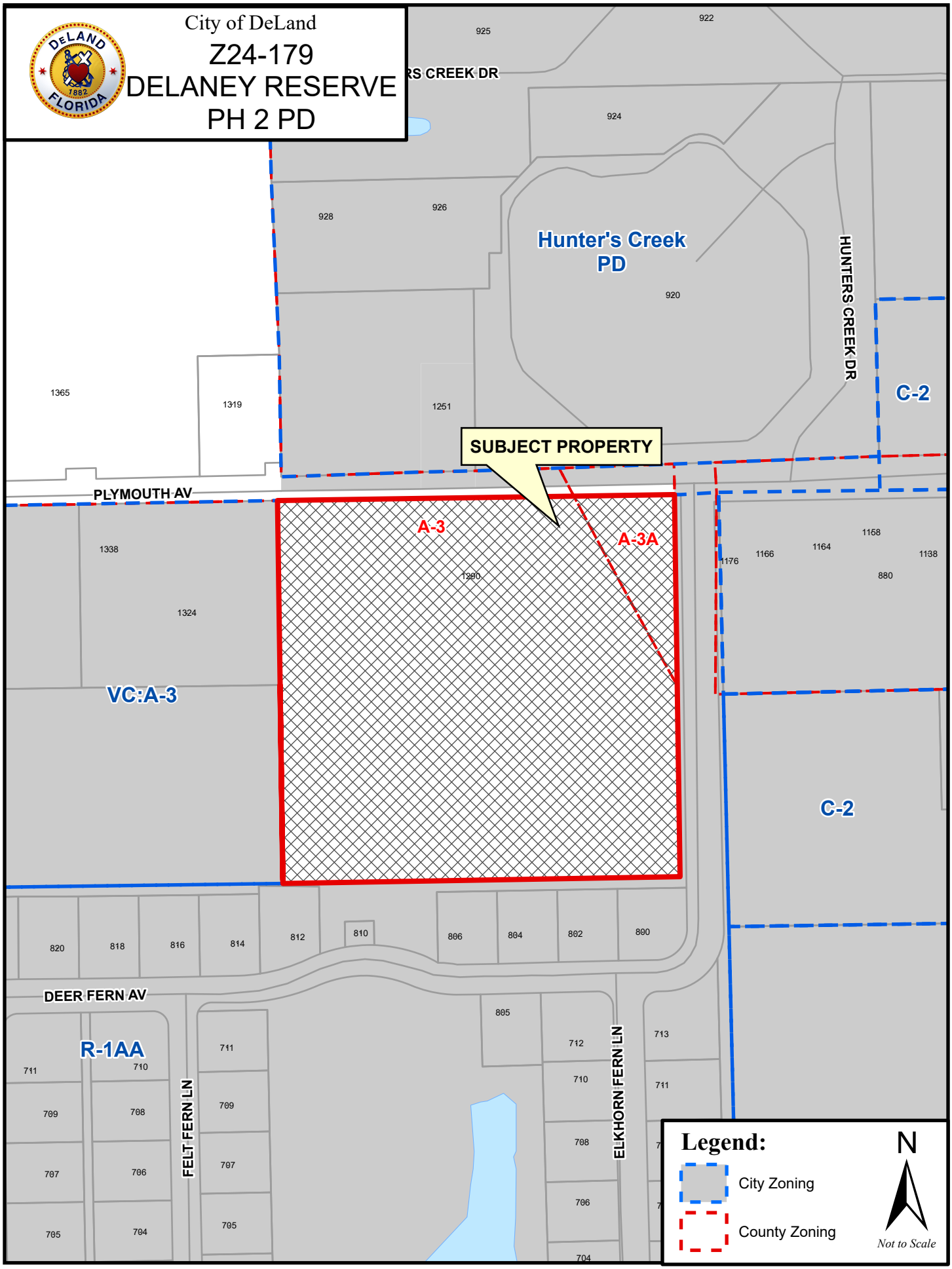
NARRATIVE FOR DELANEY RESERVE PH 2

PUD REZONING, SMALL-SCALE COMP PLAN AMENDMENT

AND ANNEXATION

The subject property is currently in unincorporated Volusia County, but is included in the City of DeLand's utility service area and is shown as part of the planned urban core (Category 2) in the current DeLand 2050 plan. In order to proceed with potential development, annexation is required. In regard to the proposed Medium Density Residential land use classification, the property is adjacent to property that is designated as Highway Commercial, to the east, Medium Density Residential, to the north, and Low Density Residential to the south and west. The applicant is requesting a simultaneous rezoning to Planned Unit Development that will authorize the development of a townhome community. Townhomes are an appropriate transitional housing density between the apartment and townhome development (Lexington Club) to the north, existing commercial development to the east (Putterman Athletics), a planned house of worship to the west (Trinity Methodist Church) and the Heritage Place single family development to the south.


City of DeLand
Z24-179
DELANEY RESERVE
PH 2 PD
CREEK DR
924
928
926
PD
HUNTERS CREEK DR
920
900
C-2
1365
1319
1251
SUBJECT PROPERTY
PLYMOUTH AV
A-3
A-3A
1290
1338
1324
VC:A-3
1176
1166
1164
1158
1138
880
PD
C-2
820
818
816
814
812
810
806
804
802
800
DEER FERN AV
805
712
713
711
710
709
708
707
706
705
704
703
702
R-1AA
FELT FERN LN
ELKHORN FERN LN
PD
Legend:
City Zoning
County Zoning
N
Not to Scale


City of DeLand
Z24-179
DELANEY RESERVE
PH 2 PD
925
922
924
928
926
Hunter's Creek
PD
920
HUNTERS CREEK DR
C-2
1365
1319
1251
SUBJECT PROPERTY
PLYMOUTH AV
A-3
A-3A
1338
1290
1324
1158
1166
1164
1138
1176
880
VC:A-3
C-2
820
818
816
814
812
810
806
804
802
800
DEER FERN AV
805
R-1AA
711
710
709
708
707
706
705
704
FELT FERN LN
712
713
ELKHORN FERN LN
Legend:
City Zoning
County Zoning
N
Not to Scale

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

October 22, 2024

Mr. Mark A. Watts, Esq
Cobb Cole
231 N woodland Blvd
DeLand, FL 32720

RE : Delaney Reserve Ph 2 – City of DeLand
School Concurrency Case # 24-08-26-001-A

Dear Mr. Watts:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Delaney Reserve Ph 2 associated with 10.14 +/- acres of property located at or near the intersection of W Plymouth Ave and N Spring Garden Ave within DeLand city limits. The proposed project would provide eighty (80) multi-family townhome units.

The district uses a countywide Student Generation Rate (SGR) of (0.137) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate eleven (11) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	0	0
Multifamily Dwelling Unit	0.137	80	11
Manufactured Home Dwelling Unit	0.052	0	0
	Total	**80**	**11**

When performing an adequate capacity review (Table 2, next page), district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Adequate Capacity Review

Table 2

Schools	SY 2024/25 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Citrus Grove Elementary	733	**117%**	No	4
Southwestern Middle	664	86%	No	2
West CSA (DeLand High)	2,956	115%	No	4
Other				1

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at the elementary and high school levels. At the high school level, the concurrency service area (CSA) for DeLand High is at or over 100% but below 120% for level of service (LOS) standards. However, at the elementary school level, the CSA for Citrus Grove Elementary is at or over 115% for LOS standards. A secondary capacity review is therefore required (Table 3).

Secondary Capacity Review

Table 3

Schools	Adopted LOS	SY 2023/24 Enrollment	Existing LOS w/ Adq	Students Generated by Request	Result LOS
Citrus Grove Elementary	115%	733	116%	4	**117%**
Woodward Avenue Elementary	115%	538	104%	-	104%
Elementary CSA Average					111%

A secondary capacity review evaluates whether there is sufficient capacity available in an adjacent CSA. In this case, the CSA for Woodward Avenue Elementary has been identified as a valid adjacency per the policies and conditions established by the School Board. As the average LOS of 111% for both schools falls below mitigation thresholds, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and muti-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50802.

Sincerely,

James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Robert J. Voges, Ed.S, Planning Coordinator
Belinda Williams-Collins, AICP, Senior Planner, City of DeLand

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Delaney Reserve Ph 2
VCSB Project #	**24-08-26-001-A**
Jurisdiction Project #	
Parcel ID Numbers	7007-00-00-0030
Project Location	W Plymouth Ave and N Spring Garden Ave
Potential Residential Units	80 Multi-Family Units
Property Owner/Applicant	Mr. Mark A. Watts, Esq - Cobb Cole
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

James F. Roberts
Specialist, Planning & GIS

October 22, 2024
Issue Date

Created: 9/2007
Owner: Facilities Services

2007-073-VCS
Print Locally

LTG Engineering & Planning

Via email: megan.wilbur@ddcmgmt.com

Ref: 6329.01

TECHNICAL MEMORANDUM

To: Megan Wilbur, CAP 5 Development, LLC

From: Matthew West, AICP

Subject: DeLand Trinity – Buildout Trip Generation and Traffic Impact Analysis (TIA) Exemption
DeLand, FL

Date: August 14, 2024

INTRODUCTION

LTG, Inc. (LTG) has been retained by CAP 5 Development, LLC to conduct a trip generation analysis for the proposed DeLand Trinity development. The development is located in the southwest corner of the intersection of Plymouth Avenue and Deer Fern Avenue, in the City of DeLand, Florida. The development will consist of eighty (80) townhomes, based on the requested zoning of Planned Unit Development (PUD). Access to the development is proposed via Plymouth Avenue. A conceptual site plan is attached as **Exhibit A**. The trip generation will be used to determine if a daily or p.m. peak-hour threshold is reached which would require a TIA.

The methodology and procedures used in this analysis are consistent with engineering standards, City requirements, and the TIA Guidelines adopted by the River to Sea Transportation Organization (R2CTPO).

PROJECT TRIP GENERATION

The daily, a.m. and p.m. project trip generation for the proposed development was determined using the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 11th Edition*. ITE land use code 215 (Single Family Attached Housing) was used for the townhome land use. A comprehensive plan amendment (CPA) was completed in a separate technical memorandum, which documented the future land use (FLU) requested change from Urban Low Intensity to Medium Density Residential and permitted a maximum allowable development program of 120 dwelling units. Since the development PUD is less than the maximum allowed under the requested FLU, the maximum development program produced by the requested FLU will be used for a more conservative analysis. The resulting project trip generation is shown in **Table 1**.

Table 1
Project Trip Generation
DeLand Trinity

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Attached Housing	215	T=7.62(X)-50.48	120	DU	50%	50%	432	432	864
AM PH			T=0.52(X)-5.7			25%	75%	14	43	57
PM PH			T=0.6(X)-3.93			59%	41%	40	28	68

CONCLUSION

The threshold for which a TIA is required, using R2CTPO and City requirements, is a net external trip generation of at least 1,000 daily trips or 100 peak-hour trips. Based on the results of the trip generation analyses the maximum development scenario permitted by the FLU, a TIA will not be required. Therefore, a TIA will not be required for the PUD development program of 80 townhomes. Since the total trips for daily and p.m. peak-hour do not exceed the thresholds, LTG recommends that the requirement for a TIA be waived for the DeLand Trinity project at this time.

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Planning.

Matthew West AICP

Digitally signed by Matthew West AICP
DN: C=US, E=mwest@ltg-inc.us, O="LTG, Inc.", OU=Director of Planning, CN=Matthew West AICP
Reason: I am approving this document
Date: 2024.08.14 09:37:43-04'00'

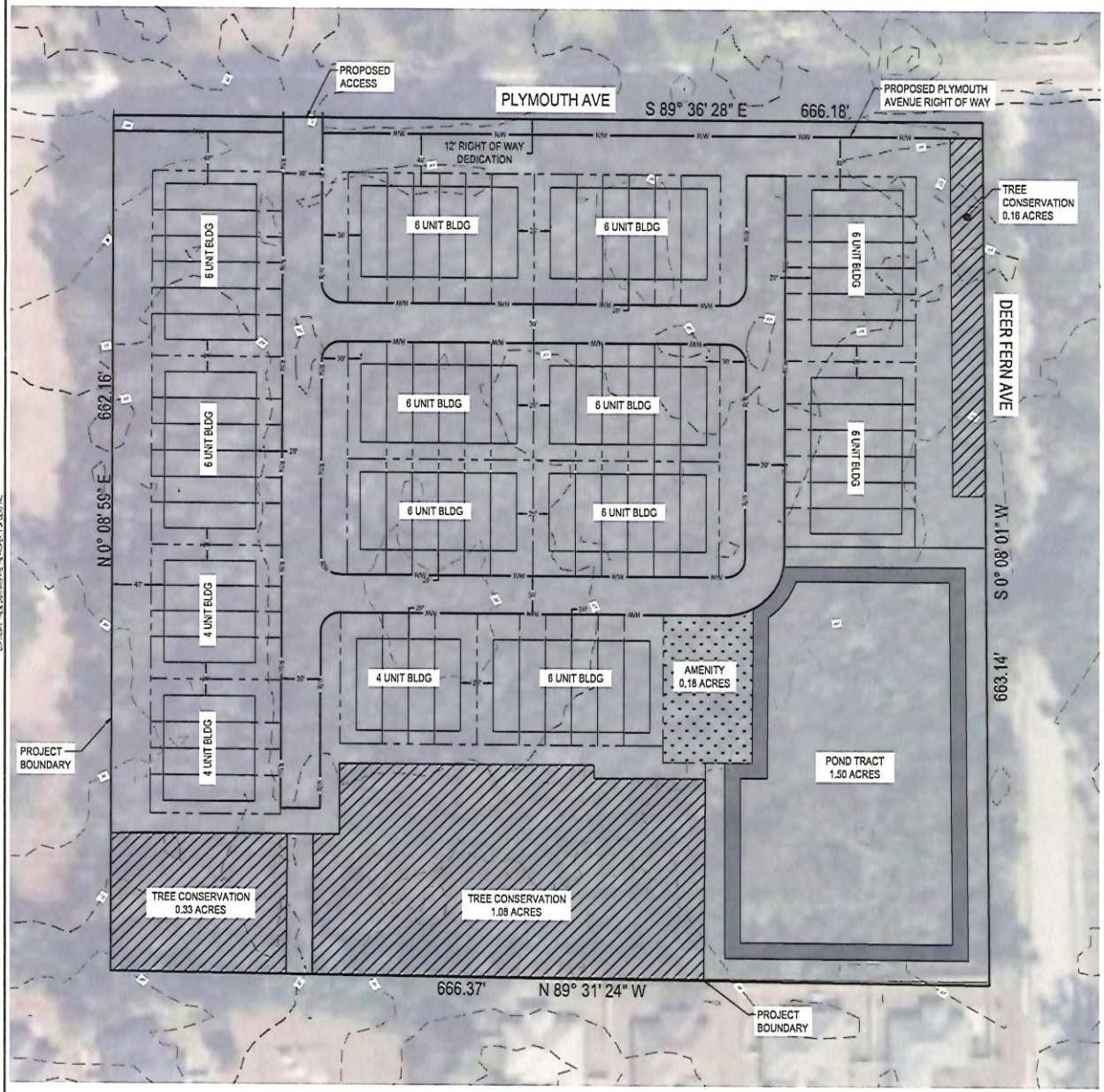
Matthew West, AICP

August 14, 2024

Date

Exhibit A

Site Plan



PROPERTY DATA:

PARCEL OWNER: TRINITY UNITED METHODIST CHURCH DELAND FLORIDA, INC.
PARCEL ID: 7007000000030

ADDRESS: 1290 W PLYMOUTH AVE
DELAND, FL 32720

PROPERTY AREA: ± 10.36 ACRES

SETBACKS — PROPOSED MINIMUM STANDARDS

RESIDENTIAL AREA:

FRONT YARD:	20'
SIDE YARD:	6'
REAR YARD:	10'
SPACING BETWEEN BUILDINGS:	25'

LANDSCAPE BUFFER

RESIDENTIAL AREA:

NORTH:	30' TYPE C
SOUTH:	25' TYPE C
EAST:	25' TYPE C
WEST:	25' TYPE C

* TYPE C INDICATES CONDITIONAL USE
PER ARTICLE II SEC23-17, - ZONING DISTRICTS
CITY OF DELAND CODE OF ORDINANCES

TREE PROTECTION AREA
15% OF SITE REQUIRED — TOTAL TREE PROTECTION AREA: 1.57 AC (15%)

FLOODPLAIN DESIGNATION:
ACCORDING TO F.I.R.M. NO. 12127C0465H, BEARING AN EFFECTIVE DATE OF 02/19/2014, THE SUBJECT PROPERTIES ARE LOCATED IN A ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN).

TRASH PICK-UP:
SOLID WASTE DISPOSAL WILL BE VIA CURB SIDE PICK-UP.

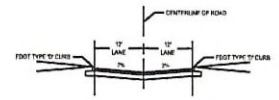
PARKING SPACES			
	STANDARD	VISITOR	TOTAL
REQUIRED	156	39	195
PROPOSED	156	106	262

*PARKING: 2 SPACES/ UNIT = 78 UNITS X 2 = 156 SPACES
0.5 VISITOR SPACES / UNIT = 0.5 X 78 = 39 SPACES

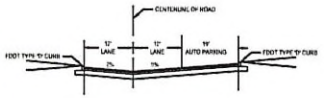
PARKING :
INTERIOR UNITS
1 UNIT - GARAGE PARKING
2 UNIT - DRIVEWAY
3 TOTAL PER INT. UNIT
3 x 50 = UNITS 150 PARKING SPOTS PROVIDED

EXTERIOR UNITS
2 UNIT - GARAGE PARKING
2 UNIT - DRIVEWAY
4 TOTAL PER EXT. UNIT
4 x 28 = UNITS 112 PARKING SPOTS PROVIDED

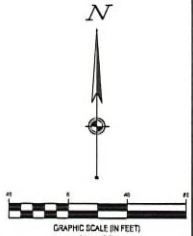
TOTAL PARKING PROVIDED
150 + 112 = 262



TYPICAL ROADWAY SECTION



TYPICAL ROADWAY SECTION WITH PARKING



CESO
www.cesoinc.com

NO.	DATE	REVISION DESCRIPTION

DDCM DELANEY RESERVE
TOWHOMES PHASE 2 PD
DELAND, FL
1290 W PLYMOUTH AVE DELAND, FL 32720

CONCEPT PLAN

ISSUE:	PHASE II PERMIT
DATE:	09/16/2024
JOB NO.:	761391
DESIGN:	SCR
DRAWN:	SCR
CHECKED:	

SHEET NO.
PD-3

CITY OF DELAND
Request for Commission Action
August 4, 2025

SUBJECT: Second Reading of Ordinance No. 2025-10, Amending Section-33-27.05 Low Intensity Agriculture, and Creating a New Section, 33-27.06 Urban or Backyard Chickens.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Planning Director

ATTACHMENTS: ORD-2025-10 , Staff Report LDR25-41 - Urban Chickens, Low Density Residential Map, Low Density Residential - Core, Business Impact Estimate - Urban Chicken

APPROVED BY: Michael Pleus, City Manager, July 30, 2025

SUMMARY/HIGHLIGHT:

The City's current Land Development Regulations (LDR) do not allow the keeping of chickens within the single-family residential zoning districts. Many cities within Volusia County allow for the keeping of urban or backyard chickens, through a permit process. These cities place limitations on the number of chickens, prohibit roosters, and set standards for the size and type of coops and enclosures that may be constructed. As such, planning staff has drafted regulations to allow a limited number of female chickens (hens) within some of the single-family zoning districts within the City.

Staff is proposing to modify Section 33-27.05 – Low Intensity Agriculture to clarify where urban or backyard chickens are permitted; add a new Section, 33-27.06 titled Urban or Backyard Chickens to allow the keeping of a small number of hens in some of the single-family residential zoning districts, add specific performance standards for the keeping of urban chickens, and add an urban chicken permit process; and amend Section 33-12, Definitions, to include several new definitions pertaining to the keeping of urban or backyard chickens.

Staff researched other cities within Volusia County and found that Debary, Deltona Port Orange, New Smyrna Beach, Edgewater, Lake Helen, Orange City, and Pierson allow backyard or urban chickens in some of the residential zoning districts. Staff researched criteria and specifications for coop and enclosure sizes, nuisance ordinances, methods for securing and anchoring the coops to reduce intrusion by predators, the maximum number of hens, the amount of coop space needed for each chicken, regulations pertaining to the slaughtering of chickens, restrictions on the keeping of roosters, methods for reducing bird flu by restricting interaction with wild birds and by restricting free-range chickens, prohibitions against mobile coops or chicken tractors, regulations pertaining to the requirements for a separate chicken permit, requirements for a homeowner affidavit regarding the keeping of backyard chickens, and the setbacks for the coops and enclosures.

At their June 11, 2025 meeting, the Planning Board voted unanimously to recommend adoption of the proposed regulations as presented. At their July 7, 2025 meeting, the City Commission voted to approve the adoption of the proposed regulations on first reading. At the meeting, the City Commission requested a map showing the residential zone districts where backyard chickens would be allowed if the regulations were adopted. A copy of this map, as well as a map showing a more detailed view of the urban core of the city, are attached. City Commission also asked staff to research code enforcement complaints in other, neighboring cities. Staff will include this information in the staff presentation.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

NA

FISCAL IMPACT:

There is no fiscal impact to the City by adoption of the ordinance.

RECOMMENDATION:

It is recommended that the City Commission approve the ordinance on Second Reading.

BACKGROUND/DISCUSSION:

Staff is proposing an amendment to Section 33-27.05, Low Intensity Agriculture to allow Urban or Backyard Chickens in some of the residential zoning districts. Staff is also proposing to add a new section, Section 33-27.06, to the Accessory Use section of the Land Development Regulations to allow urban or backyard chickens, provided specific criteria and performance standards are met.

The proposed regulations would prohibit roosters, ducks, and other fowl; limit the size of the coops and enclosures; establish criteria for a chicken permit; prohibit the slaughter of chickens; restrict the sale and breeding of chickens; and require routine maintenance and cleaning of the coops and enclosures to help reduce the impacts to adjacent property owners.

It is important to note that these standards are not intended to override or supersede any homeowners' association standards, or restrictions pertaining to the keeping of chickens.

ORDINANCE NO. 2025 - 10

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING SECTION 33-27.05 "LOW INTENSITY AGRICULTURE" AND CREATING A NEW SECTION 33-27.06 "URBAN OR BACKYARD CHICKENS" OF THE CODE OF ORDINANCES OF THE CITY OF DELAND BY PROVIDING FOR THE USE OF BACKYARD CHICKENS UNDER CERTAIN REGULATIONS; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the price of eggs has increased 40 percent from May 2024 to May 2025 according to the U.S. Bureau of Labor Statistics CPI Price index; and

WHEREAS, the health benefits of eggs produced by backyard chickens include improved nutrition resulting from, amongst other things, higher levels of protein and the reduced use of antibiotics; and

WHEREAS, the ability for property owners to raise chickens increases sustainability by reducing in some small measure the carbon footprint; and

WHEREAS, the City desires to allow up to four chickens on property zoned and used for single-family residential use within the R-R, R-R1, R-1AA, R-1A, R-1B, and R-1 zoning districts, as an accessory use, subject to the terms and conditions provided herein; and

WHEREAS, the City Commission finds that permitting a limited number of backyard chickens as an accessory use is in the best interests of the health, safety, and welfare of the residents of the City and that this Ordinance is consistent with the City's Comprehensive Plan.

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

Section 1. Legislative Findings and Intent. The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

Section 2. Revision to Code. Section 33-27.05 of Chapter 33 "Land Development Regulations" of the Code of Ordinances of the City of DeLand is hereby amended by adding the underlined and removing the ~~strikethrough~~, as follows:

33-27.05. *Low intensity agriculture.*

(a) Generally. Low intensity agriculture is permitted only as an accessory use to single-family dwellings. The uses in this category include the raising of crops, citrus, or fern; and the keeping of livestock, including aviaries, and pisciculture.~~, and apiaries~~.

(b) *Urban or backyard chickens are permitted, subject to the standards outlined in Section 33-27.06.*

(c) ~~(b)~~ Low intensity agricultural uses are restricted to properties, which are located in either the R-R or R-R1 zoning districts. Low intensity agricultural land uses may be permitted in other single-family zoning districts, provided that the property is at least two acres in area and that a minimum of a Class C landscape buffer is provided along the perimeter of the property.

(d) ~~*(c)*~~ *Where allowed.* Low intensity agricultural uses which are an accessory use to a single-family residence may be located in any of the following zoning districts, provided that the use is consistent with the Comprehensive Plan and the requirements of this section are met: R-R, R-R1, R-1AA, R-1A, R-1B, and R-1.

(e) ~~*(d)*~~ *Other applicable regulations.* The primary use shall comply with all applicable local, regional, state, and federal regulations for the district in which the primary use is located.

(f) ~~*(e)*~~*Nonconforming uses.* Property which does not meet the minimum required lot size or minimum setback requirements of the specific zoning district in which the structure is located shall not be permitted to have low intensity agriculture as an accessory use.

Section 3. New Provision Relating to Urban or Backyard Chickens in *City Code*. New provisions of the *Code of Ordinances of the City of DeLand* are created and enacted to read as follows:

33-27.06 *Urban or Backyard Chickens*

(a) *Generally*. The keeping of urban or backyard chickens for personal use may be permitted in the R-R, R-R1, R-1AA, R-1A, R-1B, and R-1 zoning districts, as an accessory use, subject to specific requirements and upon issuance of an Urban Chicken Permit, provided the following criteria are met:

1. No more than four (4) chickens may be kept on any single-family residential property.
2. Roosters are prohibited.
3. Ducks, geese, turkeys, peafowl, or any other poultry or fowl are prohibited under the provisions of this section.
4. The required coop and enclosure shall not total more than 100 square feet.
5. Chickens and associated activities shall be kept for personal use only. Selling chickens, eggs, or chicken manure, is prohibited.
6. The breeding of chickens is prohibited.
7. The coop and enclosure shall be located in the rear yard, as defined by the City's Land Development Regulations.
8. No coop or enclosure shall be allowed in any front, side, or street-side yard.
9. Chickens shall be kept in an enclosed area with an immobile coop and enclosure; chickens are not permitted to be free-range.
10. Chicken tractors and mobile coops are prohibited.

11. The coop and enclosure shall be easily accessible for cleaning and maintenance.
12. The coop shall be covered and ventilated, and an enclosure run is required. The coop must be completely secured from predators, including all openings, ventilation holes, doors, and gates and shall meet the requirements specified by the University of Florida Institute of Food and Agricultural Sciences (IFAS), publication AN239.
13. Coops and enclosures shall include chicken wire or other barriers, buried 12-18 inches in an L-shape at the perimeter of the structure to deter predators.
14. All stored feed must be kept in a rodent-and predator-proof container.
15. The slaughtering of chickens is prohibited.
16. Chickens shall not be permitted to create a nuisance consisting of odor, noise, or pests, or contribute to any other nuisance condition.
17. Chicken coops and enclosures shall be maintained in a clean and sanitary condition at all times.
18. No manure may be allowed to accumulate on the floor of the coop or ground. Urban Chicken Permit holders must implement a manure management program, whereby the coop and enclosure are cleaned regularly. A fly-tight bin for storage of manure must be utilized; the size of which must be sufficient to contain all accumulations of manure. The fly-tight bin must be kept at least 20 feet away from all property lines.
19. Persons granted an Urban Chicken permit are encouraged to attend an appropriate training session made available by the University of Florida Institute of Food and Agricultural Sciences to learn safe chicken and egg practices.

(b) Standards

1. Maximum number of chickens: four (4)
2. Total maximum size of enclosure and coup: 100 square feet
    a. Setbacks:
        1. Rear: 10 feet
        2. No coop or enclosure shall be located within the front, side or street-side yard.
    b. Maximum height of coop and enclosure: eight (8) feet

(c) *Procedures for the granting of Urban Chicken Permits.* The Planning Division shall administer the Urban Chicken Permit. A separate Building Permit is required for all non-pre-fabricated coops or enclosures. An Urban Chicken Permit is required for chickens to be kept, harbored, raised, or maintained in chicken coops and enclosures as hens for eggs as an accessory use to a single-family residential structure, subject to the chicken permit process below:

1. An Urban Chicken Permit may be issued once a complete application has been submitted, reviewed, and approved.
2. The owner or other person with authority to bind the owner of the property for which an Urban Chicken Permit is to be issued must sign the application.
3. The coop and enclosure may be subject to an annual inspection to ensure that the area is being maintained in a manner that is safe and sanitary for the animal(s) and

does not create a nuisance. As a condition of the issuance of an Urban Chicken Permit, the permit holder authorizes City of DeLand representatives to enter onto the rear yard of the subject property, with the right to open any gates or fences to gain access, for the limited purpose of inspecting the coop and enclosure. Notice, by email or leaving of a door hangar shall be provided at least 48 hours prior to any inspection and inspections will normally be conducted during business hours.

(d) Urban Chicken Permit Submittal Requirements. An Urban Chicken Permit application must include the following:

1. A completed Urban Chicken Permit application.
2. Payment of a fee in the amount of $100. The fee will be reduced by 50% for applicants who have successfully completed the training session made available by the University of Florida Institute of Food and Agricultural Sciences to learn safe chicken and egg practices.
3. A signed affidavit acknowledging that the Urban Chicken Permit shall comply with Section 33-27.06 and may be revoked for any violation of Section 33-27.06.
4. A survey of the property which shows the proposed location of the coop and enclosure. Such survey shall include dimensions and details which demonstrate compliance with the requirements for urban or backyard chickens. Upon approval by the Planning Division, an acceptable alternative such as a plot plan or other detailed dimensioned drawing may substitute for a survey, provided all dimensions and details are shown and the alternative clearly demonstrates compliance with the dimensional and locational requirements.
5. Dimensioned and detailed drawings depicting and demonstrating the method for securing and anchoring the coop and enclosure as well as a detail for the buried barrier.
6. Details, plans, and specifications for the coop, enclosure, and fly-tight storage bin.

(e) Separate building permit required:

1. Pre-fabricated or pre-designed coops or enclosures do not require a building permit; a building permit is required for all other types of coops or enclosures.

(f) *Violations.*

1. Failure to maintain the coop or enclosure or other violation of the requirements of this Section 33-27.06, or any requirements specific to an Urban Chicken Permit, may be subject the permit holder to revocation of their Urban Chicken Permit. The city will not be held responsible or liable for any losses to the applicant if such Urban Chicken Permit is revoked.

2. A person found to have failed to maintain the coop or enclosure or to be in violation of the requirements of this Section 33-27.06, or any requirements specific to an Urban Chicken Permit, may be issued a notice of violation by any City official. Such violation notice will give the person a minimum of ten calendar days in which to correct the violation(s) listed in the violation notice.

3. A permit holder receiving a violation notice shall have the right to appeal such notice. The appeal shall be filed by submitting a written notice of appeal to the office of the City Clerk within ten calendar days of the issuance date of the violation notice. The notice of appeal shall attach a copy of the violation notice and identify the specific reason why the permit holder believes that there is not a violation as identified in the violation notice. The City's Planning Director or his or her designee shall review the written appeal and shall either withdraw the notice or set the matter for a hearing before the City's hearing officer, which hearing shall be set as expeditiously as reasonably possible. Notice of the hearing shall be provided by email and by regular mail to the permit holder at the address at which the chickens are located. The City shall have the burden of proof at the hearing to establish that there is a violation. If the hearing officer determines that there is a violation, the hearing officer shall determine and reduce to writing in a written order what needs to be done in order to cure the violation and the amount of time in which that must be done. If the permit holder does not strictly comply with the order issued by the hearing officer, then the City shall be entitled to remove the chickens and, by accepting the Urban Chicken Permit, the permit holder is deemed to have authorized the City to enter the permit holder's property and take the chickens, to be disposed of as the City's animal control officer deems appropriate.
4. In the case of emergency or other threat to public health, the City is authorized to immediately remove chickens from the holder of any Urban Chicken Permit and to dispose of same as the City's animal control officer deems appropriate.

Section 4. Revision to Code. Section 33-12 of Chapter 33 "Land Development Regulations" of the *Code of Ordinances of the City of DeLand* is hereby amended by adding the underlined language, as follows:

33-12 *Definitions*

Agricultural animals shall mean animals considered accessory to an agricultural use, whether used for personal enjoyment or for commercial purposes, including horses, mules, burros, sheep, cattle, rabbits, chickens, ducks, geese, pigs, goats, ostrich, emu, or rhea.

Agriculture, commercial shall mean the production principally for the sale to others of plants, animals, or their products, including but not limited to: forage and sod crops, grain and feed crops, dairy animals, and dairy products; livestock, including dairy and beef cattle, poultry, sheep, swine, horses, ponies, mules, and goats; including the breeding and grazing of all such animals; bees and apiary products; fruits of all kinds including grapes, nuts, and berries; vegetables; nursery, floral ornamental and greenhouse products, and other commodities. Commercial agricultures shall not include poultry or swine production or animal feedlot operations.

Chickens, backyard. See Chickens, Urban

Chickens, Urban shall mean a limited number of female chickens permitted as a limited accessory use on single-family residential properties for the purpose of providing eggs for single-family

resident; roosters are prohibited. Also known as hens. Also known as backyard chickens. See Urban Chicken Regulations.

Fowl means a bird of the Galliformes that is kept for its fresh eggs and flesh.

Poultry means any animal belonging to the family of Phasianidae, including, but not limited to chickens, roosters, turkeys, peacocks, and any animal belonging to the family Anatidae, including, but not limited to, geese and ducks.

Section 5. Implementing Administrative Actions; Adoption of Administrative Rules.

(a) The City Manager is hereby authorized and directed to implement the provisions of this Ordinance as may be deemed necessary or appropriate by the City Manager.

(b) The City Manager may delegate responsibilities arising under this Ordinance to such City employees as deemed appropriate and necessary.

Section 6. Savings. The prior actions of the City of DeLand in terms of the matters relating to the regulation of low intensity agriculture, are hereby ratified and affirmed.

Section 7. Conflicts; Repealer. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 8. 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 9. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a) The provisions of Section 2 through 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 the text of Section 1 and Sections 5 through 10 shall not be codified.

(b) The Code codifier 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-Auditor 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 10. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 4th day of August, 2025.

_____
Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

_____
Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: July 07, 2025
Adopted on second reading: August 04, 2025

APPROVED AS TO FORM AND LEGALITY:

_____
Darren J. Elkind
City Attorney

PLANNING STAFF REPORT
CITY OF DELAND PLANNING BOARD
June 11, 2025

APPLICATION NO: LDR25-41 Text Amendment to Land Development Regulations

APPLICANT: City of DeLand

STAFF PLANNER: Carol Kuhn, AICP, Planning Director

REQUEST: City-Initiated Land Development Regulations Text Amendment to Modify Section 33-27.05 – Low Intensity Agriculture to clarify where urban or backyard chickens are permitted; add a new Section, 33-27.06 titled Urban or Backyard Chickens to allow the keeping of a small number of hens in some of the single-family residential zoning districts, add specific performance standards for the keeping of urban chickens, and add an urban chicken permit process; and amend Section 33-12, Definitions, to include several new definitions pertaining to the keeping of urban or backyard chickens.

APPLICABLE ORDINANCES: *Sec. 33-135. Procedure for text amendments.*

> *33-135.01(a)* Amendments to the text of this chapter may be initiated by the city or upon application of any interested person.
>
> *33-135.12(b)* The Planning Board shall review proposed changes in this chapter, which shall make a recommendation to the City Commission prior to final action adopting or not adopting the amendment. However, at the request of the Planning Board or the City Commission, or in the discretion of the City Manager, proposed amendments may be taken directly to the City Commission for action.

LOCATION: City-wide

STAFF SUMMARY:
The City's current Land Development Regulations (LDRs) do not allow the keeping of chickens within the single-family residential zoning districts. Many cities within Volusia County allow for the keeping of urban or backyard chickens, through a permit process. These cities place limitations on the number of chickens, prohibit roosters, and set standards for the size and type of coops and enclosures that may constructed. As such, planning staff has drafted regulations to allow a limited number of female chickens (hens) within some of the single-family zoning districts within the City.

Section 4-6. Keeping of livestock, fowl or wild animals specifies that livestock may be permitted in certain zoning districts, as set forth in the land development regulations. Specifically,

> *"No person shall own, keep or maintain any horse, mule, ass, goat, sheep, bull, steer, cow, hog, chicken, goose, turkey, duck, or any wild animal within the corporate limits of the City of DeLand; provided, however, that the keeping of livestock shall be allowed in*

certain zoning districts as set forth in the land development regulations of the City of DeLand. Any person found in violation of this section shall be subject to the penalties prescribed in section 4-26 of this chapter."

However, exceptions to this prohibition are specified in Section 33-27.05, Low Intensity Agriculture. Staff is proposing an amendment to Section 33-27.05 to allow Urban or Backyard Chickens in some of the residential zoning districts. Staff is also proposing to add a new section, Section 33-27.06, to the Accessory Use section of the Land Development Regulations to allow urban or backyard chickens, provided specific criteria and performance standards are met.

These regulations set standards for the number of chickens based on the size of the property – a maximum of 4 chickens for single-family residential properties; prohibit roosters, ducks, and other fowl; limit the size of the coops and enclosures; establish criteria for a chicken permit; prohibit the slaughter of chickens; restrict the sale and breeding of chickens; and require routine maintenance and cleaning of the coops and enclosures to help reduce the impacts to adjacent property owners.

It is important to note that these standards are not intended to override or supersede any home owners' association standards, or restrictions pertaining to the keeping of chickens.

These proposed amendments to allow urban chickens was scheduled for the May 14, 2025 Planning Board meeting, but was continued to the June 11, 2025 meeting to allow staff additional time to work through the enforcement details. At the May meeting, the Planning Board did vote to have a general discussion regarding the Board's desire for urban chickens within DeLand. During this discussion, the Planning Board offered some direction for staff regarding the size, location, and number of urban or backyard chickens. This feedback has been included in the staff report and the attached draft regulations.

One citizen submitted an email in opposition to allowing urban chickens within the City of DeLand. This email is attached to the staff report.

33-27.05. *Low intensity agriculture.*

(a) Generally. Low intensity agriculture is permitted only as an accessory to single-family dwellings. The uses in this category include the raising of crops, citrus, or fern; and the keeping of livestock, including aviaries, and pisciculture. ~~and apiaries~~.

(b) *Urban or backyard chickens are permitted, subject to the standards outlined in Section 33-27.06.*

(c) ~~(b)~~ Low intensity agricultural uses are restricted to properties, which are located in either the R-R or R-R1 zoning districts. Low intensity agricultural land uses may be permitted in other single-family zoning districts, provided that the property is at least two acres in area and that a minimum of a Class C landscape buffer is provided along the perimeter of the property.

(d) ~~*(c)*~~ *Where allowed.* Low intensity agricultural uses which are an accessory use to a single-family residence may be located in any of the following zoning districts, provided

that the use is consistent with the Comprehensive Plan and the requirements of this section are met: R-R, R-R1, R-1AA, R-1A, R-1B, and R-1.

(e) ~~*(d)*~~ *Other applicable regulations.* The primary use shall comply with all applicable local, regional, state, and federal regulations for the district in which the primary use is located.

(f) ~~*(e)*~~*Nonconforming uses.* Property which does not meet the minimum required lot size or minimum setback requirements of the specific zoning district in which the structure is located shall not be permitted to have low intensity agriculture as an accessory use.

33-27.06 Urban or Backyard Chickens

(a) *Generally*. The keeping of urban or backyard chickens for personal use may be permitted in the R-R, R-R1, R-1AA, R-1A, R-1B, and R-1 zoning districts, as an accessory use, subject to specific requirements and upon issuance of an Urban Chicken Permit, provided the following criteria are met:

1. No more than four (4) chickens may be kept on any single-family residential property.
2. Roosters are prohibited.
3. Ducks, geese, turkeys, peafowl, or any other poultry or fowl are prohibited under the provisions of this section.
4. The coop and enclosure shall not total more than 100 square feet.
5. Chickens and associated activities shall be kept for personal use only. Selling chickens, eggs, or chicken manure, is prohibited.
6. The breeding of chickens is prohibited.
7. The coop and enclosure shall be located in the rear yard, as defined by the City's Land Development Regulations.
8. No coop or enclosure shall be allowed in any front, side, or street-side yard.
9. Chickens shall be kept in an enclosed area with an immobile coop and enclosure; chickens are not permitted to be free-range.
10. Chicken tractors and mobile coops are prohibited.
11. The coop and enclosure shall be easily accessible for cleaning and maintenance.
12. The coop shall be covered and ventilated, and an enclosure run is required. The coop must be completely secured from predators, including all openings, ventilation holes, doors, and gates and shall meet the requirements specified by the University of Florida (UF) Institute of Food and Agricultural Sciences (IFAS), publication AN239.
13. Coops and enclosures shall include chicken wire or other barriers, buried 12-18 inches in an L-shape at the perimeter of the structure to deter predators.
14. All stored feed must be kept in a rodent-and predator-proof container.
15. The slaughtering of chickens is prohibited.
16. Chickens shall not be permitted to create a nuisance consisting of odor, noise, or pests, or contribute to any other nuisance condition.
17. Chicken coops and enclosures shall be maintained in a clean and sanitary condition at all times.

18. No manure may be allowed to accumulate on the floor of the coop or ground. Urban Chicken Permit holders must implement a manure management program, whereby the coop and enclosure are cleaned regularly. A fly-tight bin for storage of manure must be utilized; the size of which must be sufficient to contain all accumulations of manure. The fly-tight bin must be kept at least 20 feet away from all property lines.
19. Persons granted an Urban Chicken permit are encouraged to attend an appropriate training session made available by the University of Florida (UF) Institute of Food and Agricultural Sciences (IFAS) to learn safe chicken and egg practices.

(b) Standards

1. Maximum number of chickens: four (4)
2. Total maximum size of enclosure and coup: 100 square feet
    a. Setbacks:
        1. Rear: 10 feet
        2. No coop or enclosure shall be located within the front, side or street-side yard.
    b. Maximum height of coop and enclosure: eight (8) feet

(c) *Procedures for the granting of Urban Chicken Permits.* The Planning Division shall administer the Urban Chicken Permit. A separate Building Permit is required for all non-pre-fabricated coops or enclosures. An Urban Chicken Permit is required for chickens to be kept, harbored, raised, or maintained in chicken coops and enclosures as hens for eggs as an accessory use to a single-family residential structure, subject to the chicken permit process below:

1. An Urban Chicken Permit may be issued once a complete application has been submitted, reviewed, and approved.
2. Failure to maintain the coop or enclosure may be subject to fine(s) and revocation of the Urban Chicken Permit, pursuant to Chapter 1 – General Provisions, Article II – Citation Procedures - of the City's Code of Ordinances. The city will not be held responsible or liable for any losses to the applicant if such Urban Chicken Permit is revoked.
3. The coop and enclosure may be subject to an annual inspection to ensure that the area is being maintained in a manner that is safe and sanitary for the animal(s) and does not create a nuisance.

(d) Urban Chicken Permit Submittal Requirements. An Urban Chicken Permit application must include the following:

1. A completed Urban Chicken Permit application.
2. Applicable fee. The fee will be reduced by 50% for applicants who have successfully completed the training session made available by the University of Florida (UF) Institute of Food and Agricultural Sciences (IFAS) to learn safe chicken and egg practices.

3. A signed affidavit acknowledging that the Urban Chicken Permit shall comply with 33-27.06 and may be revoked for any violation of 33-27.06.

4. A survey of the property which shows the proposed location of the coop and enclosure. Such survey shall include dimensions and details which demonstrate compliance with the requirements for urban or backyard chickens. Upon approval by the Planning Division, an acceptable alternative such as a plot plan or other detailed dimensioned drawing may substitute for a survey, provided all dimensions and details are shown and the alternative clearly demonstrates compliance with the dimensional and locational requirements.

5. Dimensioned and detailed drawings depicting and demonstrating the method for securing and anchoring the coop and enclosure as well as a detail for the buried barrier.

6. Details, plans, and specifications for the coop, enclosure, and fly-tight storage bin.

(e) Separate building permit required:

1. Pre-fabricated or pre-designed coops or enclosures do not require a building permit; a building permit is required for all other types of coops or enclosures.

To supplement these proposed standards and to allow for clarity and ease-of-use, staff is proposing the following new definitions be added to Section 33-12:

33-12 Definitions

Agricultural animals shall mean animals considered accessory to an agricultural use, whether used for personal enjoyment or for commercial purposes, including horses, mules, burros, sheep, cattle, rabbits, chickens, ducks, geese, pigs, goats, ostrich, emu, or rhea.

Agriculture, commercial shall mean the production principally for the sale to others of plants, animals, or their products, including but not limited to: forage and sod crops, grain and feed crops, dairy animals, and dairy products; livestock, including dairy and beef cattle, poultry, sheep, swine, horses, ponies, mules, and goats; including the breeding and grazing of all such animals; bees and apiary products; fruits of all kinds including grapes, nuts, and berries; vegetables; nursery, floral ornamental and greenhouse products, and other commodities. Commercial agricultures shall not include poultry or swine production or animal feedlot operations.

Chickens, backyard. See Chickens, Urban

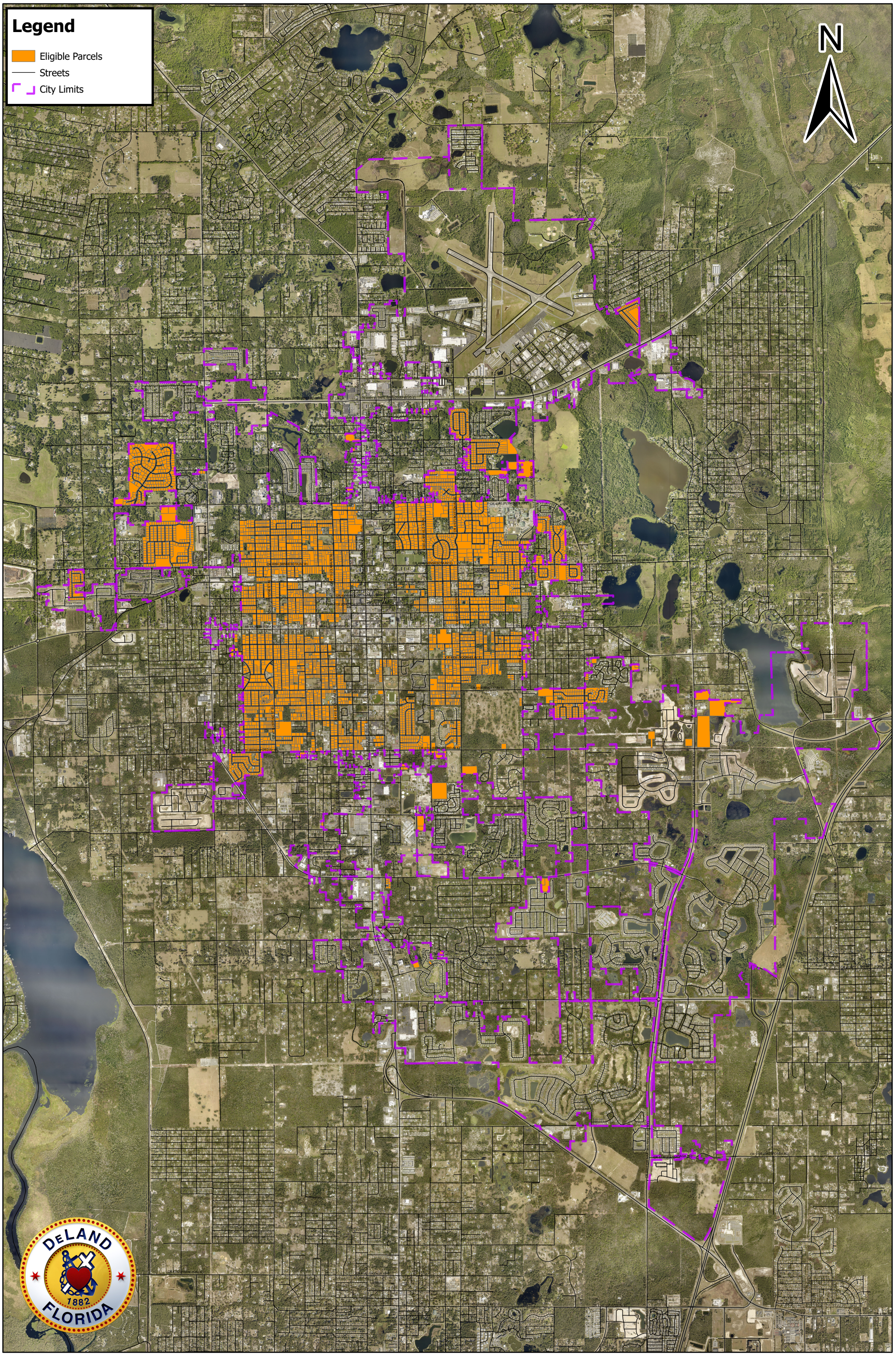
Chickens, Urban shall mean a limited number of female chickens permitted as a limited accessory use on single-family residential properties for the purpose of providing eggs for single-family resident; roosters are prohibited. Also known as hens. Also known as backyard chickens. See Urban Chicken Regulations.

Fowl means a bird of the Galliformes that is kept for its fresh eggs and flesh.

Poultry means any animal belonging to the family of Phasianidae, including, but not limited to chickens, roosters, turkeys, peacocks, and any animal belonging to the family Anatidae, including, but not limited to, geese and ducks.

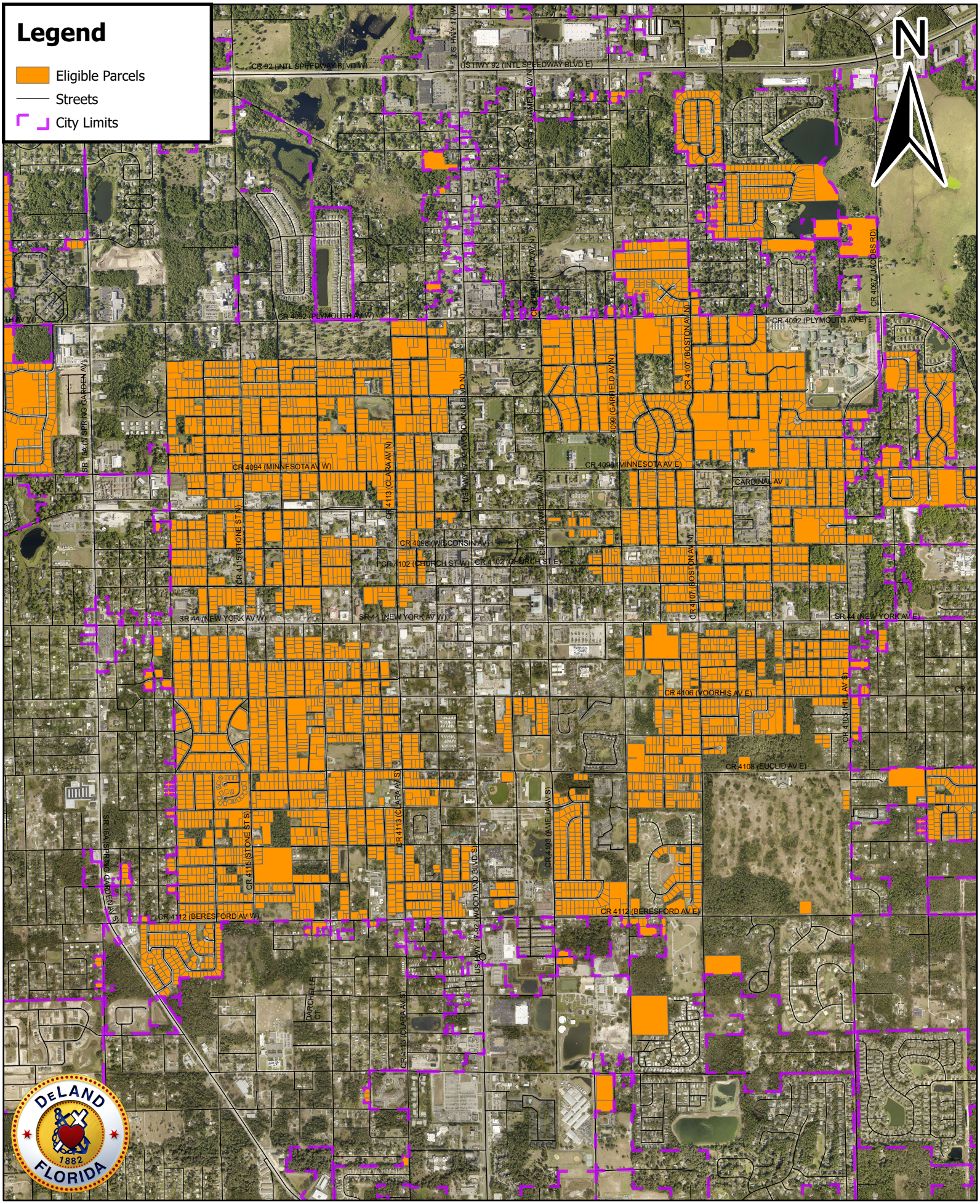
STAFF ANALYSIS AND FINDINGS: Staff finds that these revisions will provide additional options for residents in a single-family residential zoning districts and would allow residents to keep a limited number of chickens for personal use.

STAFF RECOMMENDATION: Staff recommends that the Planning Board forward these proposed text amendments, project number LDR25-41, to Modify Section 33-27.05 – Low Intensity Agriculture to clarify where urban or backyard chickens are permitted; add a new Section, 33-27.06 titled Urban or Backyard Chickens to allow the keeping of a small number of hens in some of the single-family residential zoning districts, add specific performance standards for the keeping of urban chickens, and add an urban chicken permit process; and amend Section 33-12, Definitions, to include several new definitions pertaining to the keeping of urban or backyard chickens; to the City Commission for review and approval.



Prepared by the City of DeLand Planning Division. This map is a generalized representation and is not intended to be used for any engineering, surveying, or legal 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. To verify the zoning of a property, please contact the City of DeLand Planning Division.

0 0.45 0.9 1.8 Miles



Prepared by the City of DeLand Planning Division. This map is a generalized representation and is not intended to be used for any engineering, surveying, or legal 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. To verify the zoning of a property, please contact the City of DeLand Planning Division.

0 0.28 0.55 1.1 Miles

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF DELAND LAND DEVELOPMENT REGULATIONS BY AMENDING SECTION 33-12 "DEFINITIONS"; BY AMENDING SECTION 33-17.23 "ALLOWED USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS"; BY AMENDING SECTION 33-132 "PROCEDURE FOR REVIEW OF DEVELOPMENT PLANS" PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance will promote public health and welfare by allowing the keeping of urban chickens subject to compliance health and safety standards.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

There is no direct economic impact to existing businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new fees are being proposed that will affect business.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The City's regulatory costs will be dependent upon the number of applications and compliance with the proposed standards. Application fees will cover the cost of permit administration.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The estimated number of businesses that may be impacted by the proposed ordinance is zero as the ordinance affects only residential properties.

4. Additional information the governing body deems useful (if any):
N/A