



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
JULY 18, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Antione Ashley, Arise Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Certificate of Recognition Presented to Francis A. Reed, M.D.
2. Employee Years of Service Award.

CONSENT AGENDA

1. Resolution Approving FAA Grant Agreement Number-3-12-0019-028-2022, Award for Replacement of Electrical Homeruns.

Staff recommends that the City Commission accept FAA Grant Number 3-12-0019-028-2022 and also approve the accompanied resolution authorizing the Mayor to execute the grant on behalf of the City of DeLand.

2. Consideration re Utility Service Agreement and Fair Share Agreement for The Villages at Pelham Square East Village.

Staff recommends that the City Commission approve the Utility Service Agreement and Fair Share Agreement for The Villages at Pelham Square East Village.

3. Consideration re Approval of Contract with RTR Financial Services, Inc. for Collection Services.

Consideration for approval of an agreement with RTR Financial Services, Inc. piggy-backing off the Seminole County contract for collection services.

4. Consideration re Approval of Design and Bidding Services - AVCON, Inc. for the Mid-Section of Taxiway A.

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional services to design and bid of Taxiway A for a fee not to exceed \$39,692.

5. Consideration re Agreement with Stetson University for Concession Operations at Spec Martin Stadium.

It is recommended that the City Commission approve the concession agreement between the City of DeLand and Stetson University for a period of one year beginning August 1, 2022.

6. Consideration re Change Order No. 1, Sanderson Concrete Construction.

Staff recommends that the City Commission approve Change Order No. 1, allowing Sanderson Concrete to install the Type-D curbing along 818 East Rich Avenue.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2022-11, Changing the Zoning of 1.1 Acres of Property, Located on the West Side of North Woodland Boulevard, to Allow a Car Wash as a Permitted Use, "Woodland Crossings PD." (First Reading 06/20/2022).

An amendment to the Woodland Crossings Planned Development Agreement is being requested, with the intention of developing Lot 2 of the Woodland Crossings commercial subdivision in order to add an automobile service station as a permitted use.

2. Second Reading of Ordinance No. 2022-12, Changing the Zoning of a 10,000 Square Feet Parcel off of Clara Avenue from R-1A to C-2A, Downtown Commercial and to be Combined with the Putnam Parcel, Located at 225 West New York Avenue, "Putnam Hotel ."(First Reading 06/20/2022).

Second Reading of Ordinance to rezone 10,000 square feet at 125 North Clara Avenue from R-1A to C-2A, Downtown Commercial to be combined with the main Putnam parcel, located at 225 West New York Avenue.

NEW BUSINESS

1. First Reading of Ordinance Changing the Land Use for Approximately 14.57 Acres of Property, Located on North Spring Garden Avenue, South of Clear Lake Drive, from Mixed Office-Residential to High Density Residential.

This request is to amend the land use designation from Mixed Office-Residential (MOR) to High Density Residential (HDR) for approximately 14.57 acres of property, located on North Spring Garden Avenue, South of Clear Lake Road.

2. First Reading of Ordinance Changing the Zoning from The Cascades PD to Pointe Grand Apartments PD to Develop a Multi-Family Residential Project, on Approximately 14.57 Acres of Property, Located on North Spring Garden Avenue, South of Clear Lake Drive.

The City Commission is requested to approve the rezoning of the subject property to the Pointe Grand Apartments PD, for the development of a 204-unit apartment complex, which will include amenities such as a pool, fitness center and walking trails.

3. Resolution Approving Preliminary Plat and Construction Plan, Oak Hammock Reserve.

The applicant, Oak Hammock Holdings LLC, has submitted an application for a subdivision, Oak Hammock Reserve. The project site is located at the North West Corner of West Beresford Road

and South Spring Garden Avenue, South of the Beresford Woods subdivision now under construction. The applicant seeks to develop the subject property into a 110-lot single-family residential subdivision.

4. Resolution Setting the Proposed Millage Rate for Fiscal Year 2022-2023.

Staff recommends the City Commission approve the proposed millage rate at 6.6841 mills for operating purposes. The proposed operating millage rate of 6.6841 is 8.65% above the rolled-back millage rate of 6.1520.

CITY COMMISSION REPORTS

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

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

626-7132.

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

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

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

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



The CITY OF DELAND
Volusia County, Florida

Certificate of Recognition
Presented to Francis A. Reed, M.D.

Whereas, the City of DeLand wishes to join with Advent Health DeLand in recognizing the naming of the Francis A. Reed, M.D. Cardiac Stress Lab; and

Whereas, Dr. Reed performed some of the first innovative cardiac treatments at the hospital and he is credited with helping to reimagine the heart-focused care programs that began over 30 years ago; and

Whereas, Dr. Reed completed his undergraduate studies at Holy Cross College and graduated from Tulane University School of Medicine in 1972, followed by an externship at St. Vincent's Hospital and also in London, England through a scholarship awarded by the International College of Surgeons and; and

Whereas, Dr. Reed was a member of the Daytona Heart Group from 1995 until his retirement; and

Whereas, Dr. Reed is recognized as a "pioneer" in West Volusia cardiac healthcare by his peers who specialized in internal and nuclear medicine, cardiovascular disease and interventional cardiology; and

Whereas, Dr. Reed's dedication to treating patients continues during his retirement as he volunteers time at local clinics in underserved communities; and

Whereas, Dr. Reed's wife, Debbie has been a steadfast supporter of his medical career and she has made many sacrifices so he could tirelessly and compassionately share his talents in the cardiac field.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, and on behalf of the City Commission and all our citizens do hereby tender this Certificate of Recognition to Francis A. Reed M.D. in honor of his many contributions to healthcare in our community. It is our hope that the naming of the Francis A. Reed M.D. Cardiac Stress Lab will demonstrate the community's appreciation of his many achievements and contributions to the wellbeing of his fellow man.

Done and proclaimed this 18th day of July 2022.

Robert F. Apgar, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Employee Years of Service Award.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, July 12, 2022

SUMMARY/HIGHLIGHT:

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

20 Years of Service

Luis A. Castillo, Utilities

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended the City Commission present the service award.

BACKGROUND/DISCUSSION:

N/A

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Resolution Approving FAA Grant Agreement Number-3-12-0019-028-2022, Award for Replacement of Electrical Homeruns.

DEPARTMENT: Airport

PREPARED BY: john Eiff, Airport Manager

ATTACHMENTS: Resolution, Exhibit A -3-12-0019-028-2022-Grant Agreement

APPROVED BY: Michael Pleus, City Manager, July 14, 2022

SUMMARY/HIGHLIGHT:

The airfield lighting electrical “homeruns” from our original transformer vault are obsolete and, in some cases, inoperative. Pursuant to applications made by staff and our consultants, the Federal Aviation Administration (FAA) has agreed to fund 90% or \$642,950.10 of the costs for replacement of the electrical homeruns, The FDOT will be paying 8% of the project cost, and the City will pay the remaining 2%.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached grant agreement will provide a maximum of \$642,950.10 in FAA funding. This amount represents 90% of the cost for the plan. The FDOT will fund 8% or \$57,151.12, and the Airport fund will cover the remaining 2% or \$14,287.78.

RECOMMENDATION:

Staff recommends that the City Commission accept FAA Grant Number 3-12-0019-028-2022 and also approve the accompanying resolution authorizing the Mayor to execute the grant on behalf of the City of DeLand.

BACKGROUND/DISCUSSION:

Completion of plan is expected to be completed in Spring 2023.

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE
FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENT
PROGRAM PROJECT NUMBER 3-12-0019-028-2022; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Federal Aviation Administration (FAA) has offered the City a grant agreement for the replacement of electrical “homeruns” which support runway 5/23 lighting, a copy of which is attached hereto as Exhibit “A”, which agreement provides that the FAA will provide 90% funding for the project; and

WHEREAS, the Florida Department of Transportation will provide an additional 8% of the project cost; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 2% of the anticipated project cost; and

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

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

Section 1. The City Commission hereby sets aside the additional amount of \$14,287.78 pay for its share (2%) of the anticipated cost of the project.

Section 2. The Mayor-Commissioner or his designee is authorized to execute the Federal Aviation Administration Grant Agreement for this project.

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

PASSED AND DULY ADOPTED this 18th day of July 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

3-12-0019-028-2022



U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office:
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

July 8, 2022

Mr. Chad Gamble
Director of Public Services
City of Deland
1000 Flightline Blvd, Suite 100
DeLand, FL 32724

Dear Mr. Gamble:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0019-028-2022 at DeLand Municipal-Sidney H Taylor Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 8, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Marisol Elliott, (407) 487-7231, marisol.elliott@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 Juan C. Brown (Jul 8, 2022 11:09 EDT)

Juan C. Brown
 Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 8, 2022
Airport/Planning Area	DeLand Municipal-Sidney H Taylor Field Airport
FY2022 AIP Grant Number	3-12-0019-028-2022
Unique Entity Identifier	J2N4T56E6SN1
TO:	City of DeLand
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 12, 2022, for a grant of Federal funds for a project at or associated with the DeLand Municipal-Sidney H Taylor Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the DeLand Municipal-Sidney H Taylor Field Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 5/23 Lighting - Replace Electrical Homeruns

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$642,950.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 642,950 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. **Close Out and Termination**
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 8, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 24, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Juan C. Brown (Jul 8, 2022 11:09 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Acting Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of DeLand
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands

- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents,

papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such

airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of DeLand, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 12, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Consideration re Utility Service Agreement and Fair Share Agreement for The Villages at Pelham Square East Village.

DEPARTMENT: Utilities

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

ATTACHMENTS: Fair Share Agreement-Pelham Square East Village, Utility Service Agreement-Executed-Pelham Square E. Village

APPROVED BY: Michael Pleus, City Manager, July 13, 2022

SUMMARY/HIGHLIGHT:

The Villages at Pelham Square East Village is located at the Southeast intersection of Grand Avenue and W. New York Avenue in DeLand. The proposed subdivision, multi-family, and commercial will equate to one hundred eighty-six (186) residential units. The attached Utility Service Agreement contains the usual terms and conditions required by the City for utility service. No reimbursement for oversizing of offsite utilities is provided.

As is consistent with City policy, the developer has executed a West Side Interceptor Force Main Concurrency and Fair Share Agreement which is intended to compensate the City for use of the West Side Interceptor Force Main in proportion to the capacity of that pipeline used by the developer.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

At buildout, the City will receive water and impact fees and ongoing utility revenue from the one hundred eighty-six equivalent residential units constructed at buildout. In addition, the City will receive payment for the West Side Interceptor Fair Share contribution in the amount of \$167,214 (\$899 per unit x 186 units).

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Utility Service Agreement and Fair Share Agreement for The Villages at Pelham Square East Village.

BACKGROUND/DISCUSSION:

N/A

**WESTSIDE INTERCEPTOR FORCE MAIN
CONCURRENCY AND FAIR SHARE AGREEMENT
FOR
THE VILLAGES AT PELHAM SQUARE EAST VILLAGE**

This Westside Interceptor Force Main Concurrency and Fair Share Agreement (the "Agreement") is made and entered into this 7th day of July, 2022, by and between the City of DeLand, Florida, a Chartered Florida Municipality located in Volusia County, Florida, ("City") and DELAND DEVELOPMENT IV, a Florida Limited Liability Company with its principal office located at 246 N Westmonte Drive, Altamonte Springs, Florida 32714 ("Developer").

Tax Parcel ID. Numbers:

791300000070

13 17 29 W 20.76 CHS OF LOT 1 LYING S OF ST RD 44 PER DB 293PG 104 & E POINT OF LOT 2 N & W OF RR PER DB 75 PG 473

791303010080

13 17 29 BLKS 1 & 3 N OF N/L OF SECOND ST EXTENDED E & INC ALL BLK 2 DREKA HEIGHTS PER OR

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, Westside Force Main and Master Pump Station Impact Fee Surcharge Study and the sanitary sewer utility improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed by the parties and their respective professional consultants, and all information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described in the attached Exhibit "A." Developer desires to permit, develop and, if appropriate, plat the real property for an approximately 48.23-acre residential subdivision (**The Villages at Pelham Square East Village**); and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for wastewater utilities; and

WHEREAS, the City would not have sufficient wastewater transmission lines in the vicinity of the Project without the installation of the Westside Interceptor Force Main such that the Project could not be built without the Westside Interceptor Force Main; and

WHEREAS, the Westside Interceptor Force Main, as more particularly described in the attached Exhibits, is required in order for the Project to meet minimum concurrency requirements for wastewater to support the proposed Project; and

WHEREAS, it would not be feasible for the Developer to install the entire Westside Interceptor Force Main at its sole expense; and

WHEREAS, the Westside Interceptor Force Main will provide sanitary sewer transmission capacity to other developments in the vicinity of the Project such that it is more practical and fair that the City install the Westside Interceptor Force Main and collect from the Developer only its fair share cost of the said Westside Interceptor Force Main; and

WHEREAS, the City is desirous of including the Concurrency Improvements described below in the City's Comprehensive Plan Capital Improvement Element in the next annual amendment; and

WHEREAS, the City and the Developer desire to enter into this Agreement in order to utilize the provisions of Section 163.3180(11) Florida Statutes (2005) to implement the "fair share" process.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Construction.** The City agrees to construct, or to have constructed, the Westside Interceptor Force Main in accordance with the plans and specifications for the said project, which plans may be amended from time to time in the normal course of construction. Construction of the Westside Interceptor Force Main will commence and be complete to meet concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence or recommence as soon as is reasonably practical. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
3. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Westside Interceptor Force Main and as a requirement for receiving preliminary plat approval for the Project(s), Developer shall pay to the City a fair share assessment, ("Fair Share Payment"). The Fair Share Payment shall be an amount determined by multiplying the number of lots/units in the subdivision or equivalent residential units for a non-residential project times \$899.00 which is the per residential dwelling unit determined by the Westside Force Main and Master Pump Impact Fee Surcharge Study attached hereto as Exhibit "B". For this project, the number of equivalent residential units is mutually agreed to be 186. The Developer shall be required to make payment for the total amount of its Fair Share Payment at the time of approval of the preliminary plat or site plan for the Project,

and must be received by the City prior to issuance of any development permits by the City. The requirement to make the Fair Share Payment shall be deemed to be a condition of approval of the preliminary plat or site plan for the project, regardless of whether any resolution or other action of the City evidencing approval of the preliminary plat or site plan specifically references such condition. In the event that the actual number of lots approved by way of approval of the final plat exceeds those approved in preliminary plat, then Developer shall pay, as a condition of approval of the final plat, the additional fee for those lots, or be entitled to a refund, as the case may be.

Prior to the recording of the first plat, the Developer upon signing of this document will be required to pay for 113 equivalent residential units that will cover Phase 1A and Phase II of the proposed East Villages at Pelham Square in the amount of \$101,587. Prior to the recording of the plat for Phase 1B and Phase IV, Developer will be billed the remaining balance of 73 equivalent residential units remaining for the proposed East Villages at Pelham Square in the amount of \$65,627.

4. **Vested Rights in Wastewater Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's wastewater concurrency requirements for the Project and that the Project shall be fully vested with wastewater concurrency for purposes of development and related Project construction, subject only to the requirement to pay sewer impact fees which become due and payable in accordance with the City's wastewater impact fee ordinance, as the same may be amended from time to time.
5. **No Entitlement to Impact Fee Credits.** Nothing herein is intended to entitle the Developer to any credit toward, or to otherwise reduce its obligation to pay sewer impact fees pursuant to the City's sewer impact fee ordinance, as the same may be amended from time to time.
6. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.

D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.

E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.

G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct at least one public hearing. At the City's option, one of these public hearings may be held by the City Planning Board.

i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.

ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2005), as amended from time to time.

iii. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment and such other information as the City Staff shall reasonably deem pertinent and appropriate.

iv. All notices shall specify a place where a copy of the proposed amendment can be obtained.

H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

I. Recording. This Agreement shall be recorded by the City in the Public Records of Volusia County, Florida.

J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the Project.

K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF DELAND, a Florida
Municipal Corporation

Printed Name: _____

Printed Name: _____
Robert F. Apgar, Mayor

Printed Name: _____

Printed Name: _____

Attest: _____
Julie A. Hennessey, City Clerk

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Robert F. Apgar and Julie A. Hennessey, as Mayor and City Clerk, respectively, of the City of DeLand, a Florida municipality, on behalf of the City. They are personally known to me or have produced as _____ identification.

Notary Public, State of Florida at Large Commission Number

WITNESSES:

Allyson V. Richard
Printed Name: ALLYSON V. RICHARD

Jennifer H. Jewett
Printed Name: Jennifer H. Jewett

Printed Name: _____

Printed Name: _____

DELAND DEVELOPMENT IV LLC

By: [Signature]
Name/Title: Richard Wohlfarth, P.E.

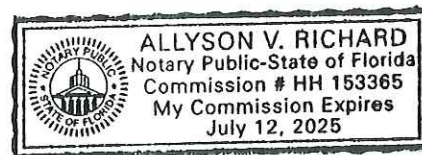
Attest: _____
Name/Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 4th day of July, 2022, by RICHARD C. WOHLFARTH and _____ in their respective official capacities as MANAGER and _____, respectively, on behalf of DELAND DEVELOPMENT IV LLC, a Florida LIMITED LIABILITY CORP. They are ☐ personally known to me, or ☒ have produced _____ as identification.

NOTARY PUBLIC:
Allyson V. Richard
Notary Public, State of FLORIDA at Large
Seal, Term Expiration and Commission Number



**UTILITY SERVICE AGREEMENT
FOR
THE VILLAGES AT PELHAM SQUARE EAST VILLAGE**

THIS AGREEMENT is entered into this ____ day of _____, 2022, between the City of DeLand (City) and DELAND DEVELOPMENT IV LLC (Developer) regarding utility service for The Villages at Pelham Square East Village project. In consideration of the mutual covenants and conditions in this Agreement, and subject to any necessary approval by any other governmental agency having jurisdiction, the parties agree as follows:

Section 1. City to furnish service. Upon the terms and conditions in this Agreement, and in accordance with the City's rules and regulations, the City shall provide and shall have the exclusive right to furnish potable water, domestic sewer and reuse irrigation services to the real property located at the south east corner of the intersection of SR 44 and Grand Ave in DeLand, FL and described as:

TAX PARCEL NUMBERS

791300000070

13 17 29 W 20.76 CHS OF LOT 1 LYING S OF ST RD 44 PER DB 293PG 104 & E POINT OF LOT 2 N & W OF RR PER DB 75 PG 473

791303010080

13 17 29 BLKS 1 & 3 N OF N/L OF SECOND ST EXTENDED E & INC ALL BLK 2 DREKA HEIGHTS PER OR

Section 2. Service conditioned on construction and acceptance of systems. No water, wastewater or reuse service shall be provided to any part of the property, and no connections to such systems shall be allowed, until the Developer has installed system facilities and improvements in accordance with approved plans and specifications and the City has accepted the conveyance of the systems in writing. The Developer shall apply in writing to the City Engineer for acceptance of the systems. Upon acceptance of the systems, all construction guarantees in favor of the City shall be released.

Section 3. Installation of improvements. The Developer shall install, at its own initial cost and expense (including engineering costs), all lines, pipes, manholes, lift stations, generators, RTU, machinery and other facilities which may be required on and off Developer's property to provide the buildings and occupants with water, wastewater or reuse service and to connect the property to existing City facilities and systems. Upon completion, all off-site and onsite utility improvements shall be conveyed and dedicated to the City. The improvements to be constructed by the Developer off the Developer's property (off-site improvements) shall include:

- One 12" X 12" X 8" stainless steel tapping sleeve with an 8" Gate Valve for potable water connection, and approximately 100 LF +/- of 12" C900 PVC or HDPE piping on W. New York Ave.
- Six 8" Gate Valves for potable water connection with two 90-degree bend fittings, one 8" X 8" X 8" Tee, and approximately 200 LF +/- of 8" C900 PVC or HDPE piping on Grand Ave.

- One 8" X 8" X 4" Tee with 4" Gate Valve and Two 8" Gate Valves with two 45-degree bend fittings for three sewer force main connections, and approximately 900 LF +/- of 8" and 35" LF +/- of 4" C900 PVC or HDPE piping on Grand Ave.
- All onsite piping, valves, hydrants, fire department connections, double detector check valves, all potable mains and services up to the meter, all sewer gravity lines, force main line, and Lift Station improvements to be constructed by developer and dedicated to the City.
- All connections to City facilities shall be made at Developer's expense. All water meters 2" and smaller will be installed by the City at the Developer's expense.
- Any other installations required in accordance with the plans and specifications for the subject development or which are otherwise required in accordance with sound utility engineering practices.
- Irrigation or reclaimed water piping shall be installed by the developer and will remain privately owned, operated and maintained in perpetuity by the property owner.

Section 4. Approval of design and plans. The design and construction of all facilities to be transferred to and owned and operated by the City shall be subject to prior approval by the City Engineer. The Developer's engineer shall incorporate all applicable standards and specifications of the City into the Developer's engineering design, plans and specifications. The City shall provide assistance to the Developer's engineers as to design and construction requirements and must approve all construction plans and specifications in writing prior to any construction being commenced. The Developer shall obtain all necessary state, county and local permits required for construction, acceptance and operation of the improvements.

Section 5. Access to construction; approval of work and materials. The City may inspect the construction to ensure compliance with the approved plans and specifications and shall retain the power of final approval of work and materials.

Section 6. Testing during and after construction. The Developer's engineer shall properly supervise construction and shall certify to the City Engineer that the systems are installed in accordance with the approved design plans and specifications. The Developer shall conduct at its own expense whatever tests are deemed by the City Engineer to be necessary and reasonable to ensure that the systems are being constructed in accordance with the approved engineering plans and specifications.

Section 7. Conveyance of easements and improvements. The Developer shall at its expense grant to the City adequate transferable easements for water, sewer and reuse lines, for access to lift stations and water stations and related appurtenances as may be deemed necessary by the City.

Section 8. Evidence of conveyance of facilities. By this Agreement Developer hereby transfers to the City the title to the water, wastewater and reuse systems, facilities and improvements to be installed pursuant to this Agreement, effective without further action upon the completion and acceptance by the City of the installation of those systems. As further evidence of this transfer of title, the Developer shall provide to the City a copy of the recorded plat, if any; a bill of sale for the facilities; written easements; deeds to the land on which lift stations, water stations or similar facilities are located; and other evidences of conveyance required by the City.

Section 9. Additional documents to be provided before acceptance of facilities. In addition to the documents of title listed in the previous paragraph, the Developer shall provide to the City the following documents prior to acceptance of the facilities: As-built drawings of utility improvements, (one hard copy signed and sealed, one PDF and one AUTOCAD delivered on a

USB drive) furnished one week prior to final inspection; an accounting of the actual costs (schedule of values) for on-site and off-site construction; letters of acceptance from the appropriate regulatory agency for the systems; certification by the design engineer that the system was constructed as designed; and right-of-way use permits and other permits and licenses obtained from applicable government agencies.

Section 10. Uninterrupted supply not guaranteed. The City does not guarantee an uninterrupted supply of water or reuse at any particular pressure, nor does it assume any duty or obligation to furnish water for extinguishing fires. The City reserves the right to shut off the water in its mains temporarily for necessary purposes. The City shall not be responsible for any damage caused by low pressure, interruption of service or variations in water quality or content.

Section 11. Connections subject to rates and fees. All connections to the water, wastewater and reuse systems shall be subject to the continuing operating rules and regulations of the City including, without limitation, the periodic payment of water, wastewater and reuse charges and fees as provided in the City's rate schedule, and payment of all deposits, meter charges and other fees, rates and charges, including development fees. The rates charged by the City for water, sewer, or reuse service shall be in accordance with its rate schedule, which shall be subject to change from time to time.

Section 12. Reimbursement for oversizing of off-site improvements. This Section Not Used

Section 13. Surcharge for non-domestic waste. The terms wastewater or sanitary sewage used in this agreement are meant to include only human waste, including liquids and solid matter carried from plumbing fixtures normally carried off by drains and sewers, and, except where specifically excluded, bath and toilet wastes, laundry wastes, kitchen wastes and other similar wastes. This service agreement, and any charges contained in this agreement, is based on normal domestic sewage, defined herein as containing not more than two hundred (200) parts per million biochemical oxygen demand or two hundred (200) parts per million suspended solids. Whenever water which contains more than these amounts is to be admitted to the sewers the City and all other pollution control agencies must specifically agree to the connection and an additional charge shall be imposed in accordance with City regulations.

Section 14. Developer to obtain permits. The Developer shall obtain all governmental approvals, licenses and permits necessary for the design, routing, construction, connection and use of the water, wastewater and reuse systems to be installed under this agreement. The City shall render assistance to the Developer in obtaining these approvals, licenses and permits.

Section 15. Service of other properties. The City reserves the right to service other properties through the facilities conveyed by the Developer, and nothing in this Agreement shall be deemed to prohibit or prevent the City from extending its water, wastewater or reuse facilities to any other area.

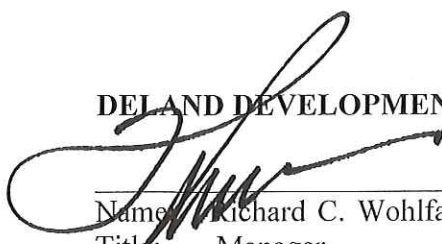
Section 16. Default by Developer. The Developer's failure to carry out any provision in this agreement shall relieve the City from its obligation to provide water, wastewater or reuse service to the property.

Section 17. Covenant to support annexation. As a condition of supplying potable water, sanitary sewer or reuse service to the proposed The Villages at Pelham Square East Village, Developer agrees to sign a covenant to support annexation to the City of DeLand. This covenant shall be recorded and shall be binding upon all successors and assigns.

Section 18. Entire Agreement; amendment. It is expressly agreed and understood that this is the entire Agreement between the Developer and the City, and that there are no other written or verbal agreements applicable to the subject of this Agreement between the Developer and the City. This Agreement may be amended and modified from time to time by written agreement of the parties.

DELAND DEVELOPMENT IV LLC

CITY OF DELAND


Name: Richard C. Wohlfarth
Title: Manager

Robert F. Apgar
Mayor - Commissioner

ATTEST:

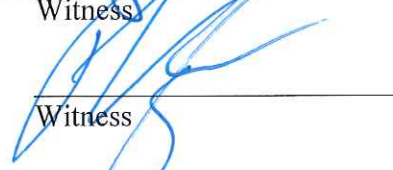
ATTEST:

Name: _____
Secretary

Julie A. Hennessy
City Clerk - Auditor


Witness

Witness


Witness

Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

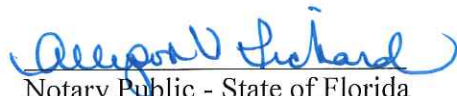
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022 by Robert F. Apgar, Mayor-Commissioner of the City of DeLand, Florida who is ☐ personally known to me or ☐ who has produced, _____ as identification

Notary Public - State of Florida

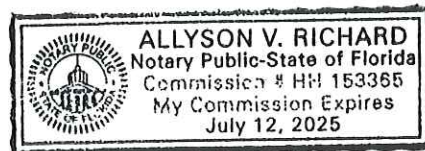
Name: _____
My Commission expires: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7th day of July, 2022 by Richard C. Wohlfarth, the Manager of Deland Development IV LLC who is ☒ personally known to me or ☐ who has produced, _____ as identification.


Notary Public - State of Florida

Name: ALLYSON V. RICHARD
My Commission expires: _____



Contact Information:

Project Team

LAND OWNERS: SENTINEL CAPITAL ALAFAYA LLC 420 S. ORANGE AVENUE, SUITE 220 ORLANDO, FLORIDA 32801 407.398.6933 CHRIS HARDIMAN CHARDIMAN@SENTINELCF.COM	CIVIL ENGINEER: WOHLFARTH CONSULTING GROUP, LLC CONTACT: RICHARD C. WOHLFARTH, P.E. 246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FL 407-750-3123 RWOHLFARTH@WCGROUP.CO	APPLICANT/DEVELOPER: DELAND DEVELOPMENT IV LLC CONTACT: RICHARD C. OHLFARTH, P.E. 246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FL 407-750-3123 RWOHLFARTH@WCGROUP.CO
SURVEYOR: WOHLFARTH CONSULTING GROUP, LLC CONTACT: WILSON E. WAY, PSM 246 N. WESTMONTE DRIVE ALTAMONTE SPRINGS, FL 407-750-3123 WWAY@WCGROUP.CO		

Utility Contacts

WATER/SEWER: CITY OF DELAND UTILITIES 1101 S. AMELIA AVENUE DELAND, FL 32720 CONTACT: JIM AILES, UTILITY DIRECTOR PHONE: (386) 626-7250			
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CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Consideration re Approval of Contract with RTR Financial Services, Inc. for Collection Services.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: City of DeLand BAA, Seminole County RFP, City of DeLand agreement

APPROVED BY: Michael Pleus, City Manager, July 14, 2022

SUMMARY/HIGHLIGHT:

On July 7, 2004 the City Commission adopted Ordinance 2004-31 allowing for collection fees for utility billing, occupational licenses (business tax receipts), parking tickets, alarm permits and false alarms to be charged directly to the customer. Since that time, the City has contracted with a vendor to provide such services.

In November of 2021 MJ Altman notified the City that they were closing. Since that time, the City has been working on locating a replacement firm to continue with the collection services. RTR Financial Services Inc. was the vendor that was selected to replace MJ Altman. RTR Financial Services Inc. has provided services to Seminole County since 2019 and staff is requesting that the City of DeLand enter into a piggy-back agreement in accordance with that agreement.

The proposed term of the City's agreement would fall in line with Seminole County and remain effective until 2024. The fee will be 12.75% of all sums recovered. This fee is substantially less (17.25%) than what the prior vendor charged.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact of this collection agreement is not able to be accurately estimated. The success rate of the collection effort will determine the amount of fees paid to the contractor. The fee the city pays to the contractor is 12.75% of the total amount billed and collected.

RECOMMENDATION:

It is recommended that the City Commission approve the agreement with RTR Financial Services Inc. piggy-backing off the Seminole County contract.

BACKGROUND/DISCUSSION:

The City has been with MJ Altman Companies since 2007. Within the last year, MJ Altman notified all of its customers that they would be going out of business. Collection services are a necessary part of doing business and the City needs to have a new contractor to provide that service.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), is dated May 23, 2022 (the "Effective Date"), between: City of Deland ("Covered Entity") and RTR Financial Services, Inc. ("Business Associate").

WHEREAS, Business Associate may have access to protected health information in connection with Business Associate's performance of its obligations under the agreement between the parties dated May 23, 2022 (the "Underlying Agreement"); and

WHEREAS, the parties wish to ensure the confidentiality of protected health information in accordance with applicable law, including, without limitation, HIPAA, the HIPAA Regulations and the HITECH Standards;

NOW, THEREFORE, the parties agree as follows:

1) Definitions

a) "*Breach*" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. "Breach" shall not include:

(i) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of Covered Entity or Business Associate, as long as such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with Covered Entity or Business Associate and such information is not further acquired, accessed, used, or disclosed by any person; or

(ii) an inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by Business Associate or Covered Entity to another similarly situated individual at the same facility, provided that any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed by any person.

b) "*Designated Record Set*" means a group of records maintained by or for a covered entity that is:

(i) The medical records and billing records about individuals maintained by or for a covered health care provider;

(ii) The enrollment, payment, claims adjudication, and case or medical

management record systems maintained by or for a health plan; or

iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals.

For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

c) “*Electronic Protected Health Information*” or “*Electronic PHI*” means Protected Health Information that is transmitted by or maintained in electronic media as defined in the HIPAA Regulations.

d) “*HIPAA*” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e) “*HIPAA Regulations*” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, as in effect or as amended from time to time.

f) “*HITECH Standards*” means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

g) “*Security Incident*” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

h) “*Unsecured Protected Health Information*” means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance.

Any capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations and/or the HITECH Standards.

2) Obligations and Activities of Business Associate

a) *Use or Disclosure.* Business Associate agrees not to use or further disclose protected health information created or received by Business Associate from or on behalf of Covered Entity (“Protected Health Information” or “PHI”) other than as expressly permitted or required by this Agreement or as required by law.

b) *Safeguards.* Business Associate agrees to use appropriate safeguards, consistent with applicable law, to prevent the use or disclosure of PHI other than as provided for by this Agreement. To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to use appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Covered Entity's Electronic PHI in accordance with the HIPAA Regulations.

c) *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect caused by a use or disclosure of PHI by Business Associate in violation of this Agreement of which Business Associate becomes aware.

d) *Reporting.* Business Associate agrees to notify Covered Entity if Business Associate has knowledge that PHI has been used or disclosed by Business Associate in a manner that violates this Agreement as set forth in this paragraph. To the extent that Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate agrees to report promptly to Covered Entity any Security Incident, as determined by Business Associate, involving PHI of which Business Associate becomes aware. Business Associate shall, following the discovery of a Breach of Unsecured PHI, notify Covered Entity of such Breach without unreasonable delay and in no event later than sixty (60) calendar days after the discovery. Business Associate shall provide written notification to:

Attn: _____

including the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach, a brief description of what happened with the date of the breach and date of discovery of the breach, a description of the types of Unsecured Protected Health Information involved in the breach, what is being done to investigate the breach, mitigate the effects of the breach and protect from further breaches, how the Business Associate will prevent future breaches from occurring, and what sanctions were imposed on any members of the workforce involved in the breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate.

e) *Subcontractors and Agents.* Business Associate agrees to ensure that any subcontractor or agent, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to comply with the restrictions, terms and conditions that apply through this Agreement to Business Associate with respect to such information.

f) *Access.* Upon request by Covered Entity for access to Protected Health Information about an individual contained in a Designated Record Set, Business

Associate shall make available to Covered Entity, in the time and manner reasonably designated by Covered Entity, such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any individual requests access to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity in the time and manner reasonably designated by the parties such that Covered Entity can respond to such individual in accordance with 45 C.F.R. § 164.524. Any denials of access to the Protected Health Information requested shall be the responsibility of Covered Entity.

g) *Amendment.* Upon receipt of a written request by or on behalf of Covered Entity for the amendment of an individual's Protected Health Information or record contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment, in the time and manner reasonably designated by the Covered Entity, and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526.

h) *Audit and Inspection.* Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI, available to the Covered Entity and the Secretary of the United States Department of Health and Human Services and his/her designee (the "Secretary") for the purposes of determining Covered Entity's compliance with the Privacy Rule, in the time and manner designated by the Covered Entity or the Secretary.

i) *Documentation of Disclosure.* Business Associate agrees to comply with the requirements governing documentation of disclosures of PHI and any information related to such disclosures as are imposed upon Covered Entity under 45 C.F.R. § 164.528.

j) *Accounting.* Business Associate agrees to provide to Covered Entity or an Individual information compiled by Business Associate in accordance with Section 2.i. hereof, in the time and manner designated by the parties for a reasonable cost-based fee (under conditions permitted by HIPAA if an individual requests an accounting more than once during a twelve month period).

k) *Compliance with the HITECH Standards.* Notwithstanding any other provision in this Agreement, no later than February 17, 2010, unless a separate effective date is specified by law or this Agreement for a particular requirement (in which case the separate effective date shall be the effective date for that particular requirement), Business Associate shall comply with the HITECH Standards, including, but not limited to: (i) compliance with the requirements regarding minimum necessary under HITECH § 13405(b); (ii) requests for restrictions on use or disclosure to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full consistent with HITECH § 13405(a); (iii) the prohibition of sale of PHI without authorization unless an exception under HITECH § 13405(d) applies; (iv) the prohibition on receiving remuneration for certain communications that fall within the exceptions to

the definition of marketing under 45 C.F.R. § 164.501 unless permitted by this Agreement and Section 13406 of HITECH; (v) the requirements relating to the provision of access to certain information in electronic access under HITECH § 13405(e); (vi) compliance with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies and Procedures and Documentation Requirements); and (vii) as of the separate compliance date set forth in regulations promulgated under HITECH on this topic, the requirements regarding accounting of certain disclosures of PHI maintained in an Electronic Health Record under HITECH § 13405(c).

1) *Notification.* Business Associate agrees to assume responsibility for all costs associated with notification required by HIPAA or HITECH due to a Breach involving PHI maintained by the Business Associate.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement:

a) *General Use and Disclosure Provisions.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information in connection with its performance of the services under the Underlying Agreement if such use or disclosure of Protected Health Information would not violate HIPAA or the HIPAA Regulations if done by Covered Entity or such use or disclosure is expressly permitted under Section 3.b. ("Specific Use and Disclosure Provisions") of this Agreement.

b) *Specific Use and Disclosure Provisions.*

(i) Except as otherwise limited in this Agreement, Business Associate may use and disclose Protected Health Information for the proper management and administration of the Business Associate or to meet its legal responsibilities; provided, however, that such Protected Health Information may only be disclosed for such purposes only if the disclosures are required by law or the Business Associate obtains certain reasonable assurances from the person to whom the information is disclosed. The required reasonable assurances are that:

(a) the information will remain confidential;

(b) the information will be used or further disclosed only as required by law or for the purpose for which the information was disclosed to the person; and

(c) the person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(ii) Business Associate may use and disclose Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

(iii) *Data Aggregation.* Business Associate may use and disclose PHI received by Business Associate in its capacity as a Business Associate of Covered Entity to provide Data Aggregation services relating to the health care operations of Covered Entity, provided that Business Associate notifies Covered Entity in advance of intended Data Aggregation services.

4) Obligations of Covered Entity

a) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or that is not otherwise expressly permitted under this Agreement.

b) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

e) Covered Entity agrees that it will have entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third party administrators) to which Covered Entity directs and authorizes Business Associate to disclose PHI.

5) Term and Termination

a) *Term.* This Agreement shall be effective as of the Effective Date and shall continue unless or until this Agreement is terminated in accordance with the provisions of Sections 5.b. or 6.b. hereof or the Underlying Agreement is terminated.

b) *Termination for Cause.* In the event of a material breach by Business Associate of its obligations hereunder, Covered Entity shall notify Business Associate of such breach and Business Associate shall have thirty (30) days to cure such breach. In the event Business Associate does not cure the breach, or cure is infeasible, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement. If cure of the material breach is infeasible, Covered Entity shall report the

violation to the Secretary.

Without limiting the termination rights of the parties pursuant to the Underlying Agreement, upon Business Associate's knowledge of a material breach by Covered Entity of this Agreement, Business Associate shall notify Covered Entity of such breach and Covered Entity shall have thirty (30) days to cure such breach. In the event Covered Entity does not cure the breach, or cure is infeasible, Business Associate shall have the right to immediately terminate this Agreement and the Underlying Agreement. If cure of the material breach is infeasible, Business Associate shall report the violation to the Secretary.

c) *Effect of Termination.* Upon termination of the Underlying Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its subcontractors or agents received from Covered Entity in any form and shall not retain any copies of such PHI, provided, if Business Associate determines, in its sole discretion, that returning or destroying the PHI is not feasible, Business Associate shall comply with the provisions of this Agreement applicable to the uses and disclosures of PHI for so long as Business Associate maintains such PHI.

6) Miscellaneous

a) *Regulatory References.* A reference in this Agreement to a section in HIPAA, the HIPAA Regulations or the HITECH Standards means the section as in effect or as amended from time to time, and for which compliance is required.

b) *Amendment.* Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of Protected Health Information, including, but not limited to, changes under the HIPAA Regulations and the HITECH Standards. [Business Associate agrees that Covered Entity may amend this Agreement, in its sole discretion, upon thirty (30) days written notice in order to ensure that Covered Entity will be able to comply with such laws and regulations.

c) *Survival.* The respective rights and obligations of Business Associate under Section 5.c. hereof shall survive the termination of this Agreement.

d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Standards and any other applicable law protecting the privacy, security and confidentiality of PHI. To the extent that any provisions of this Agreement conflict with the provisions of the Underlying Agreement or any other agreement or understanding between the parties, this Agreement shall control.

e) *State Law.* Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI in violation of New York State law.

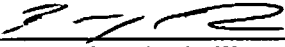
f) *Injunctions.* Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

g) *No Third Party Beneficiaries.* Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, obligations, remedies or liabilities.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

RTR FINANCIAL SERVICES, INC.

CITY OF DELAND

By: 
Name: Robert T. Reilly
Title: President

By: _____
Name:
Title:

**COLLECTION SERVICES AGREEMENT
(RFP-603466-19/BJC)**

THIS AGREEMENT is dated as of the 1 day of July 20 19, by and between **R.T.R. FINANCIAL SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2 Teleport Drive, Suite 302, Staten Island, New York 10311, in this Agreement "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide collection services to COUNTY; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide COUNTY with collection services and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation.

Section 2. Compensation and Payment.

(a) COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fee in the amount of 12.75% of the total amount billed and collected.

(b) Payments shall be made to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes (2018), as this statute may be amended from time to time.

Section 3. Billing and Payment.

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice must be sent to each of the following:

Seminole County Fire Department
150 Eslinger Way
Sanford, Florida 32773

Seminole County Utilities Operations Division
500 West Lake Mary Boulevard
Sanford, Florida 32772

Seminole County Solid Waste Division
1950 State Road 419
Longwood, Florida 32750

Seminole County Animal Services Division
232 Eslinger Way
Sanford, Florida 32773

Seminole County Parks and Recreation Division
845 Lake Markham Road
Sanford, Florida 32771

(b) COUNTY shall make payment to CONTRACTOR after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

Section 4. Audit of Records.

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(b) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(c) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 5. Responsibility of CONTRACTOR.

(a) CONTRACTOR is responsible for the professional quality of services provided by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise any errors or deficiencies in its services without additional compensation.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 6. Term. This Agreement takes effect on the date of its execution by COUNTY and continues in effect for three (3) years. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms.

Section 7. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 8. HIPAA Business Associate Agreement. Under the Health Information Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the United States Department of Health and Human Services promulgated regulations governing the privacy and security of certain health information. Under this Agreement, Contractor may provide services for COUNTY that require CONTRACTOR to access, receive, create, and use such information that is confidential and subject to protection under state or federal law, specifically information related to the collection of ambulance fees for COUNTY's Fire Department. Therefore, in consideration of the foregoing, COUNTY and CONTRACTOR agree to and shall comply with the terms of the HIPAA Business Associate Agreement attached to this Agreement as Exhibit B.

Section 9. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race,

color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 10. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 11. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

Section 12. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written

consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 13. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 14. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 15. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed

to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors

of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

- Pollution Liability \$1,000,000.00
(3) Professional Liability Insurance. CONTRACTOR shall carry Professional

Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

- (4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 16. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 17. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 18. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 19. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 20. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 21. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 22. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 23. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 24. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 25. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted, including, but not limited to, the federal Fair Debt Collection Practices Act, 15 U.S.C. §§1692-1692p and the Florida Consumer Collection Practices Act, Sections 559.55-559.785, Florida Statutes (2018), as these statutes may be amended from time to time. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this

Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 26. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 27. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, Florida 32773

Seminole County Utilities Operations Division

500 West Lake Mary Boulevard
Sanford, Florida 32772

Seminole County Solid Waste Division
1950 State Road 419
Longwood, Florida 32750

Seminole County Animal Services Division
232 Eslinger Way
Sanford, Florida 32773

Seminole County Parks and Recreation Division
845 Lake Markham Road
Sanford, Florida 32771

For CONTRACTOR:

R.T.R. Financial Services, Inc.
2 Teleport Drive, Suite 302
Staten Island, New York 10311

Section 28. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 29. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

[Balance of this page intentionally blank; signatory page continues on page 21.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

R.T.R FINANCIAL SERVICES, INC.


ROBERT J. REILLY, Secretary

(CORPORATE SEAL)

By:

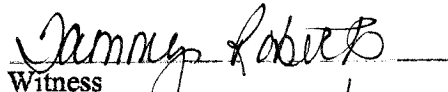

ROBERT J. REILLY, President

Date:

7/1/19


Witness

Victoria Hewett
Print Name


Witness

Tommy Roberts
Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.


County Attorney

DGS/dre
06/4/19

Attachments:

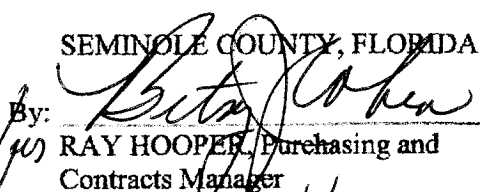
Exhibit A - Scope of Services

Exhibit B - HIPAA Business Associate Agreement

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SEMINOLE COUNTY, FLORIDA

By:


RAY HOOPER, Purchasing and
Contracts Manager

Date:

7/1/19

as authorized for execution by the Board of
County Commissioners at its 6/25/19
2019, regular meeting.

Item # 2019-1408

EXHIBIT A

Scope of Services

The Agency shall accept for collection all unpaid accounts for the following County accounts: Environmental Services/Water & Sewer Division; Solid Waste Division, Animal Services and Fire Department; and Leisure Services Department.

GENERAL REQUIREMENTS & SCOPE OF SERVICES:

1. The Agency shall implement collection procedures to achieve maximum recovery of debts. Such procedures should include a reasonable number of contacts via telephone and mail efforts. Skip-tracing procedures should be instituted as required to determine if debtor is still located in the area. Written notification by the Agency of any type, verbiage, or format changes must be approved by the County.
2. The services to be provided will be a complete review of outstanding receivable referred to the Agency by the County. The County will turn accounts over to the Agency as specified by the different areas and the Agency will engage in the appropriate activities required to collect the outstanding receivable within twenty-four (24) hours of receipt and will apply whatever means have been approved by the County.
3. The Agency shall accept initial transactions, additions and/or updates to previously reported transactions electronically, preferably in the County's preferred file format.
4. The Board of County Commissioners is the general administrative body for Seminole County, Florida, a political subdivision of the State of Florida. Florida Statute 27.562 Court ordered repayment of services provided by Court appointed attorney, Public Defender; and sections pursuant to Florida Home Rule give the Board of County Commissioners the authority to contract with a collection agency for purposes of collecting outstanding receivables. (s. 938.29, Florida Statute 257.261); refer also Confidentiality: Interpreting the Amended Law.
5. Unless prohibited by applicable law, the County retains all rights to all data, reports, programs, designs and other results of this contract. The Agency or its agent shall not produce or otherwise use the products of this contract without the written consent of the County. The County reserves first publications rights to any products of this contract and the County may place the products in the public domain without permission of the Agency. Nothing herein shall be construed to limit the application of Florida Statutes, Chapter 119, the Public Records Act, by the Agency to the materials produced in connection with the contract. Failure by the Agency to abide by provisions of Public Records Law may result in termination of this contract.
6. Payment will be remitted to the Agency for its services on a monthly basis. The County will reimburse the Agency for its mutually agreed percentage share of collections for all accounts.
7. The Agency will adhere to all Federal, State, local laws, and collection regulations which are applicable to collection procedures. The Agency submitting this proposal agrees to maintain and make available its working papers to any Federal, State, and/or local

governmental agency upon appropriate request, and in accordance with Federal, State, and local governmental agency upon appropriate request, and in accordance with Federal, State, and local provisions.

8. The Agency will provide the Seminole County Finance Department, Accounts Receivable Division, monthly statements detailing the collections received and copy each individual department/division involved, i.e. Water and Sewer Division, Solid Waste Division, Animal Services Division, Fire Department, Leisure Services, etc. This information must be received within ten (10) days after the end of each month. The information may be mailed to the Board of County Commissioners, County Finance, P.O. 8080, Sanford, Florida 32772-8080.

9. Payments will be remitted to the Agency only when collections are made.

10. **Confidentiality:**

- A. Customer information provided by the County to the Agency is of a confidential nature. Agency shall not disclose such information in whole or in part to any governmental body, non-governmental body or private party without the prior written consent of the County, except as required by law, or upon order of a Court or regulatory agency of competent jurisdiction. Agency shall limit access to confidential information to only those of its employees who require the information in the course and scope of their official duties.
- B. The Agency shall be fully responsible for all work performed under the contract. Unless otherwise required by the Florida Sunshine law, all information acquired by the Agency in the course of performing services shall be confidential, and shall not be open to examination by the public for any purpose without prior approval from the County. The Agency shall maintain off-site backup storage of County files and records that is secure from environmental and other hazards. All information provided to the Agency is to be used solely for the purpose of collection of those accounts. The Agency shall be required to assume responsibility for the safety and security of all records provided by the County. All information must be securely stored in a manner to prevent access by unauthorized persons.

11. **Reports:** Reports to be provided shall include, but not be limited to:

These reports and all data shall be provided in hard copy and electronically in Microsoft Excel format via email or FTP.

- A. An **Acknowledgement Report** verifying that the Agency has received the account. This report shall be sent to the referring Department/Division electronically, hard copy and other acceptable methods within twenty-four (24) hours of transmittal of account. This report shall indicate the number of accounts, date received and total amount referred. (Monthly).
- B. A **Remittance Statement** with each check indicating, at a minimum, customer name, account number, bill date, amount referred, amount paid, date paid, balance due, the cumulative total for each account, and Payer type. (Monthly).
- C. A detailed **Status Report**, at the beginning of each month, providing the most recent activity for the previous month on each account shall be provided to the referring Department/Division indicating at a minimum, the name, account number,

status, original amount and modified amount due, amount paid last month, amount paid to date for each case. Status of accounts shall be indicated such as full payments, partial pays, canceled and returned, letters sent on each account. All amounts shall be totaled. (Monthly).

- D. A **Cancellation Report** shall be provided by account number, showing the reason for return to the County and outstanding balance. This report shall include legal action recommendations, bankruptcy, deceased, or accounts recalled. If debtor is bankrupt, the bankruptcy case number shall be indicated. If deceased, an indication as to the status of estate. The report shall indicate if collection activity has stopped for any other reason than those outlined above. All original bankruptcy paperwork shall be forwarded to the County within twenty-four (24) hours of receipt. (Monthly).
 - E. An **Annual Report** shall be provided by the Agency which summarizes the activity of all assigned accounts during the previous year. The annual report shall cover the period of October 1st through September 30th and must be submitted no later than October 31 of the following year. (Annual).
 - F. A **Performance Report** shall be provided with a summary of aged receivables by category of debt and a report that shows the number of accounts assigned, collected, collection rate, and number and percentage returned. Invoices and other material needed for payment must be in written form so they can be sent to the County Finance Department. (Monthly).
 - G. The Agency shall prepare an invoice for the fee. In addition to other information required by the County, **monthly invoices** must indicate, at a minimum, Contract Number, gross amount collected last month and fee according to the contract. Agency will provide one consolidated invoice listing the gross amount collected for each Office by account. (Monthly).
- 12. Disputes of debt by debtor must be referred to the County.
 - 13. In order to satisfy future requirements, the Agency should attempt asset location in order to satisfy judgments.
 - 14. The Agency shall not settle any account for anything other than for the full amount unless otherwise directed by the County.
 - 15. The Agency shall perform collection services for any account referred by the County without regard to the amount of the debt.
 - 16. The Agency shall suspend either temporarily or permanently on any account placed by the County upon receipt of notification to do so. The County shall have the right to request the return of an account for any reason.
 - 17. The Agency shall not refer any account to any attorney for action, file a lawsuit, place a lien on property, refer any account to another Contractor, or take any other legal action against the debtor on behalf of the County without written approval by the County.
 - 18. All copying, faxing, postal costs, etc. of any kind are to be provided by the Agency and reflected in the submitted costs. The sole compensation to the Agency shall be at the rates specified in the resultant contract.

19. The Agency shall be responsible for contacting the sender of monies when there is insufficient information to identify which case the payment is for.
20. The Agency agrees to not assess or impose "a fee on fee" cost. The Agency shall not add a charge of any kind to an assigned account except for the aforementioned bad check charges.
21. The Agency shall be responsible for collecting on any dishonored items received and processed by the Agency. All checks must clear the bank before the Agency sends payment to the County. As a collection agency for the County, the Agency may collect the service fee for any dishonored check, authorized by Florida Statute 125.0105.
22. The Agency shall inform customers to make remittance to be collected by the Agency payable to the Agency. Agency may take credit card payments. There shall be no additional charges to the County for credit card payments accepted by the Agency.
23. The Agency shall adjust official account balances only from receipts of payment and information received from the County. At no time shall the Agency accept information supplied by a debtor or any other source as evidence to support an account balance. In the case of a dispute by the debtor, the Agency shall direct the debtor to the County. The Agency may, however, update information such as addresses and telephone numbers obtained through skip-tracing efforts.
24. The Agency shall provide the County with a copy of all letters of complaint within ten (10) days of receipt, and indicate what action was taken to achieve an acceptable resolution.
25. If partial payment is received by the Agency, follow up will not be done by the County. The Agency must attempt to collect the full balance due.
26. There will be no charge to the County if the Agency is unable to recover monies on accounts assigned. No adjustment to the fee will be made during the term of the contract.
27. All unusual and customary costs incurred as a result of collecting accounts shall be the sole responsibility of the Agency. Any costs of automation equipment, installation of data lines, printing, postage and equipment costs, etc. will be borne by the Agency.
28. In the event the Agency receives payments for service which are later disallowed by the County, such as bad checks paid directly to the Clerk, or adjustments, the County may offset the amount disallowed from any payment due the Agency.
29. If the contract is terminated, all accounts will be returned to the referring Department/Division regardless of payments made on account or arrangements made. Any fee due at the time will be paid by the County.
30. **Liaison**
 - A. Agency's staff will work with County staff to facilitate transmission of pertinent information between the County and Agency. The Agency must be able to receive and send data electronically or any agreeable method.

- B. The Agency shall designate a Collection/Project Manager who will have responsibility for the Agency's performance and will be directly responsible for coordinating efforts with County staff.
 - C. The Agency must provide for immediate telephone contact with the Collection/Project Management during County Business hours of 8:00 AM to 5:00 PM. A maximum of one hour turnaround time for responses to inquiries will be required.
 - D. A written response shall be provided to all complaints received by the County of all alleged action taken by the Agency and/or its agents. The response shall be provided by the Collection/Project Manager and shall be received by the County within ten (10) days from the date the request is sent to the Agency. The response shall address all questions and statements made by the County concerning the alleged actions.
31. Personnel shall be competent, qualified and experienced to assure an aggressive, vigorous collection effort with a substantial likelihood of success. Agency shall have bilingual capability in Spanish and English.
32. Agency must be fully automated for electronic sending and receiving of files as well as providing, for the County, on-line near real time access to County accounts during normal business hours electronically. When requested by the County, Agency shall provide files of specific customer calls for review.
33. Agency shall have the capability to effect collections in all 50 states, U.S. Territories or commonwealths, Caribbean nations and Canada. Agency shall meet interstate collections requirements which may include being certified, insured, licensed, registered and/or bonded in the state where collection is being attempted or having a resident office in that state.
34. **County Responsibilities:**
- A. The County shall notify the Agency when collection action is to be canceled and returned or suspended temporarily or permanently.
 - B. The County will inform the Agency of adjustments or corrections made to the amount due by referring Department/Divisions.
 - C. Upon the assignment of accounts to the Agency, the County will not be expected to provide any further assistance in the collection of these accounts.
 - D. The County reserves the right to change any portion of the work, outlined herein if there are changes in federal or state law or County ordinance, written rule, resolution or administrative policy or procedure that make it necessary.

DEPARTMENT/DIVISIONS:

1. Fire Department:

- a. All delinquent accounts with an outstanding balance after six (6) invoices or greater than twelve (12) months upon review by the County and referred to the Agency, are to be collected. Anticipated amount to be collected annually greater than \$65,000.00
- b. The Agency shall provide annual report showing employees meet all Federal, State, and Local requirements for HIPPA and any other mandated or required training.

2. Environmental Services - Water and Sewer Division:

- a. After review by the County selected accounts that have a balance outstanding greater than sixty (60) days from the due date will be referred to the Agency for collection.
- b. Agency may enter into payment arrangements with debtor and terms not to exceed ninety (90) days.
- c. Average bill referred to Agency \$70 - \$200.
- d. Average number of bills referred monthly 90 – 110.
- e. Average amount referred monthly \$10,000 - \$15,000.

3. Environmental Services - Solid Waste Division:

- a. Solid Waste annual referral demographic numbers are on average ten (10) checks and totaling approximately \$300.00.

4. Public Safety - Animal Services Division:

Accounts which have outstanding balance greater than sixty (60) days, upon review by the County and referred to the Agency are to be collected. Delinquent accounts owing \$2,634.50 - 46 worthless checks owing \$2,119.76.

- a. The Agency will handle all paper work involved with collection procedures and will maintain records and current status on all accounts. This information will be available for view by the Public Safety Department via internet access.
- b. The Agency's collection rates shall be in compliance with Florida Statute 27.561 (Attachment C), and other applicable sections of Florida Home Rule.

5. Leisure Services – Parks and Recreation:

Accounts which have outstanding balances greater than one (1) month and a minimum of \$50.00, upon review by the County and referred to the Agency, are to be collected.

NSF payments outstanding for more than 30 days from point of contact and exceeding \$50.00 will be turned over to the Agency.

Exhibit B

HIPAA Business Associate Agreement

(a) Preamble and Definitions

(1) Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), COUNTY (“Covered Entity”) and CONTRACTOR, or any of its corporate affiliates (“Business Associate”) enter into this Business Associate Agreement (“BAA”) that addresses the HIPAA requirements with respect to “business associates,” as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 (“HIPAA Rules”). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

(2) This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information (“PHI”) (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in the Agreement to which this BAA is attached as Exhibit B (the “Underlying Agreement”).

(3) Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”) and under the American Recovery and Reinvestment Act of 2009 (“ARRA”), this BAA also reflects federal breach notification requirements imposed on Business Associate when “Unsecured PHI” (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

(4) Unless the context clearly indicates otherwise, the following terms in this BAA have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

(5) A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy Rule") as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments to such regulations and guidance for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

(b) General Obligations of Business Associate.

(1) Business Associate shall not use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

(2) Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

(3) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

(4) The Business Associate shall comply with the following breach notification requirements:

(i) Business Associate shall report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within five (5) business days of “discovery” within the meaning of the HITECH Act. Such notice must include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate’s notification of a Breach of Unsecured PHI under this Section must comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(ii) In the event of Business Associate’s use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

(5) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall require any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

(6) Business Associate shall make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.524.

(i) Business Associate shall comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(ii) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure must be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

(7) Business Associate shall make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

(8) Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

(9) Business Associate shall make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

(10) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply

with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

(11) Business Associate shall account for the following disclosures:

(i) Business Associate shall maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(ii) Business Associate shall provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section (b)(11), to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(iii) Business Associate shall account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section (e)(1) below) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual will have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested from Covered Entity.

(iv) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, Section (b)(11)(iii) above will apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, Section (b)(11)(iii) above will apply to disclosures with respect to PHI made by

the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.

(12) Business Associate shall comply with the “Prohibition on Sale of Electronic Health Records or Protected Health Information,” as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the “Conditions on Certain Contacts as Part of Health Care Operations,” as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

(13) Business Associate acknowledges that, effective on the Effective Date of this BAA, it will be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

(c) Permitted Uses and Disclosures By Business Associate.

(1) General Uses and Disclosures. Business Associate shall receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for “treatment, payment, and health care operations,” in accordance with the Privacy Rule.

(2) Business Associate may use or disclose PHI as required by law.

(3) Business Associate shall make uses and disclosures and requests for PHI: consistent with Covered Entity’s Minimum Necessary policies and procedures.

(4) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

(5) Specific Other Uses and Disclosures:

(i) Except as otherwise limited in this BAA, Business Associate may use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement, including Exhibit A.

(ii) Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by HIPAA.

(iii) Except as otherwise provided in this BAA, Business Associate may use PHI for its proper management and administration or to carry out its legal responsibilities as permitted under applicable law.

(d) Obligations of Covered Entity.

(1) Covered Entity shall comply with the following obligations:

(i) Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(ii) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(iii) Covered Entity shall notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

(2) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section (c) of this BAA.

(e) Compliance with Security Rule.

(1) Business Associate shall comply with the HIPAA Security Rule, which means the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "Electronic Health Record" or "EHR" as used in this BAA means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(2) In accordance with the Security Rule, Business Associate shall perform the following:

(i) Business Associate shall implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b)

Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(ii) Business Associate shall require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(iii) Business Associate shall report to the Covered Entity any Security Incident of which it becomes aware.

(f) Indemnification.

The parties agree and acknowledge that except as set forth in this BAA, the indemnification obligations contained under the Underlying Agreement govern each party's performance under this BAA.

(g) Term and Termination.

(1) This BAA has the same Term as provided in Section 6 of the Underlying Agreement and the same provisions for Termination as provided in Section 7 of the Underlying Agreement.

(2) Upon termination of this BAA for any reason, the parties agree that Business Associate will be required to return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. The PHI must be returned in a format that is reasonably expected to preserve its accessibility and usability. Upon termination, Business

Associate shall retain no copies of the PHI and any Business Associate will be required to destroy all such copies.

(3) The obligations of Business Associate under this Section (g) will survive the termination of this BAA.

(h) General Provisions.

(1) The parties shall take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

(2) The respective rights and obligations of Business Associate under Sections (f) and (g) of this BAA will survive the termination of this BAA.

(3) The parties intend for this BAA to be interpreted in the following manner:

(i) Any ambiguity will be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(ii) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the parties, will be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(iii) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, will be adhered to as stated in this BAA.

(4) This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA

supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written with respect to its subject matter. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or any part of such provision, is found to be invalid, the remaining provisions will remain in effect.

(5) This BAA is binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision will be null and void.

(6) Except to the extent preempted by federal law, Section 24 of the Underlying Agreement applies the validity, enforcement, and interpretation of this BAA.

DGS/dre
6/4/2019

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PIGGYBACKING AGREEMENT FOR CITY OF DELAND

WHEREAS, RTR Financial Services Inc., ("RTR") a New York corporation (the "Contractor"), entered into a Collection Services Agreement dated July 1, 2019 with Seminole County, a political subdivision of the State of Florida, for Debt Collection Services, in response to a public procurement issued by Seminole County numbered RFP 603466-19/BJC (the "Contract"),

WHEREAS, the City of DeLand, a Florida municipal corporation (the "City"), has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Contractor and Seminole County for utilization of for debt collection services (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with Seminole County and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "Seminole County", "COUNTY" or such other terms as would make it clear that the Contract is being entered into with the City of DeLand, shall be substituted with the term "City of DeLand" throughout the Contract.

2. Section 3(a)(5) of the Contract is revised to substitute the following persons and addresses to whom invoices should be delivered:

Brandi Weaver

City of DeLand

Utility Billing/Customer Service

120 S. Florida Avenue

DeLand, FL 32720

3. Section 6 of the Contract is revised to provide for a term of two (2) years, beginning on July 18, 2022 and ending on July 18, 2024.

4. Section 16 of the Contract is revised to state that if a dispute arises, no lawsuit will be filed by either party until after the parties participate in a non-binding mediation conference and any lawsuit filed prior to that time shall be dismissed.

5. Section 24 of the Contract is revised to provide that jurisdiction and venue shall be in the state courts within Volusia County, Florida.

6. Section 27 of the Contract is revised to provide that notices to the City will be sent to the following persons:

Brandi Weaver

City of DeLand

Utility Billing/Customer Service

120 S. Florida Avenue

DeLand, FL 32720

7. The City agrees to utilize the services of the Contractor in the manner and upon the terms and conditions as set forth in the Contract until the Work is completed.

8. In the event the City elects to place accounts with RTR, the fee shall be as follows: Collection Accounts 12.75% of all sums recovered, which is the same fee set forth in the Contract.

A. Public Records. Contractor acknowledges that it is acting on behalf of a public agency and that its performance under the Contract, as well as the Contract, are subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida.

Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

4. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

5. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

6. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

7. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.

8. A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

9. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of DeLand
Attn: Julie Hennessy, City Clerk
386-626-7130

RTR FINANCIAL SERVICES, INC.

By: 
Robert T. Reilly, President

CITY OF DeLAND

B: _____
Robert F. Apgar
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
July 18, 2022

SUBJECT: Consideration re Approval of Design and Bidding Services - AVCON, Inc. for the Mid-Section of Taxiway A.

DEPARTMENT: Airport

PREPARED BY: John Eiff, Airport Manager

ATTACHMENTS: DED Design Taxiway A Fee, Taxiway A Rehab Design Scope of Services

APPROVED BY: Michael Pleus, City Manager, July 13, 2022

SUMMARY/HIGHLIGHT:

The mid-section of taxiway A is severely deteriorated and in need of milling and overlay paving to prevent continued deterioration. The unforeseen rapid deterioration of this taxiway necessitates quick action to prevent possible damage to aircraft using this primary taxiway. Ordinarily, this work would take years to complete using FDOT grants for the design and construction. However, their rules do not allow them to fund design and construction in the same year. As a result, staff is proposing, and FDOT has agreed, that if we fund the design, they will fund construction so that it can be completed within one year. The attached Scope of Services and Fee Proposal from AVCON, our Airport consultant, will provide necessary professional services to design and bid for restoration of Taxiway A.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The consultant's scope of services for the design and bid in connection with this project is not to exceed the amount of \$39,692. The entire amount is to be provided by the Airport Enterprise Fund. Since this project is unbudgeted in FY 21/22, funding will come from Airport reserves and be included in a future budget amendment to be presented to the City Commission for approval.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposal from AVCON, Inc. to provide professional services to design and bid of Taxiway A for a fee not to exceed \$39,692.

BACKGROUND/DISCUSSION:

Completion of design is expected by the end 2022.

DELAND MUNICIPAL AIRPORT - TAXIWAY A (MID-SECTION) REHABILITATION
BREAKDOWN OF LUMP SUM FEES

Position:	QC REVIEWER		SR. PROJECT MANAGER		PROJECT MANAGER		SENIOR ENGINEER		PROJECT ENGINEER		SR. CADD DESIGNER		ADMINISTRATIVE		TOTAL		
Rate (\$/Hour):	\$240		\$220		\$167		\$142		\$96		\$89		\$65		Labor Hours	Cost	Avg. Rate
	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Avg. Rate
1) SCHEMATIC DESIGN SERVICES (30% DESIGN)																	
1.1 Project Management	0	\$ -	0	\$ -	4	\$ 668	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 668	\$ 167
1.2 Project Kick-off Meeting	0	\$ -	0	\$ -	2	\$ 334	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 334	\$ 167
1.3 Data Collection and Review	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	2	\$ 192	0	\$ -	0	\$ -	4	\$ 476	\$ 119
1.4 Preliminary Site Visit / Visual Inspection	0	\$ -	0	\$ -	0	\$ -	3	\$ 426	0	\$ -	0	\$ -	0	\$ -	3	\$ 426	\$ 142
1.5 Conduct Site Investigations	0	\$ -	0	\$ -	2	\$ 334	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 334	\$ 167
1.6 Review of Site Investigation Reports/Data	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	\$ 142
1.7 Pavement Design	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	2	\$ 192	0	\$ -	0	\$ -	4	\$ 476	\$ 119
1.8 Drawing Preparation	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	12	\$ 1,152	26	\$ 2,314	0	\$ -	40	\$ 3,750	\$ 94
1.9 Construction Safety and Phasing Plan (CSPP)	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	4	\$ 384	0	\$ -	0	\$ -	6	\$ 668	\$ 111
1.10 Technical Specifications	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 192	0	\$ -	4	\$ 260	6	\$ 452	\$ 75
1.11 Engineer's Report	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	2	\$ 192	0	\$ -	0	\$ -	4	\$ 476	\$ 119
1.12 Cost Estimate Development	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	4	\$ 384	0	\$ -	0	\$ -	6	\$ 668	\$ 111
1.13 Quality Control	4	\$ 960	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 960	\$ 240
1.14 Deliverable	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 192	0	\$ -	2	\$ 130	4	\$ 322	\$ 81
1.15 30% Design Review Meeting	0	\$ -	0	\$ -	3	\$ 501	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 501	\$ 167
SUB TOTAL	4	\$ 960	0	\$ -	11	\$ 1,837	17	\$ 2,414	30	\$ 2,880	26	\$ 2,314	6	\$ 390	94	\$ 10,795	
2) CONSTRUCTION DOCUMENTS (100%)																	
2.1 Project Management	0	\$ -	0	\$ -	4	\$ 668	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 668	\$ 167
2.2 Drawing Preparation	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	20	\$ 1,920	34	\$ 3,026	0	\$ -	56	\$ 5,230	\$ 93
2.3 Technical Specifications	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 192	0	\$ -	4	\$ 260	6	\$ 452	\$ 75
2.4 Engineer's Report	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	2	\$ 192	0	\$ -	0	\$ -	4	\$ 476	\$ 119
2.5 Prepare Construction Safety and Phasing Plan	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	4	\$ 384	0	\$ -	0	\$ -	6	\$ 668	\$ 111
2.6 Cost Estimate Development	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	2	\$ 192	0	\$ -	0	\$ -	4	\$ 476	\$ 119
2.7 Quality Control	4	\$ 960	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 960	\$ 240
2.8 Deliverable	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 192	0	\$ -	2	\$ 130	4	\$ 322	\$ 81
2.9 100% Design Review Meeting	0	\$ -	0	\$ -	3	\$ 501	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 501	\$ 167
	4	\$ 960	0	\$ -	7	\$ 1,169	8	\$ 1,136	32	\$ 3,072	34	\$ 3,026	6	\$ 390	91	\$ 9,753	
3) BID AND AWARD																	
3.1 Pre-Bid Meeting and Site Visit	0	\$ -	0	\$ -	3	\$ 501	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 501	\$ 167
3.2 Bidder Questions	0	\$ -	0	\$ -	0	\$ -	4	\$ 568	4	\$ 384	0	\$ -	2	\$ 130	10	\$ 1,082	\$ 108
3.3 Preparation of Addenda	0	\$ -	0	\$ -	0	\$ -	2	\$ 284	8	\$ 768	0	\$ -	6	\$ 390	16	\$ 1,442	\$ 90
3.4 Bid Tabulation and Recommendation of Award	0	\$ -	0	\$ -	2	\$ 334	0	\$ -	0	\$ -	0	\$ -	2	\$ 130	4	\$ 464	\$ 116
3.5 Preparation of Conformed Documents	0	\$ -	0	\$ -	2	\$ 334	0	\$ -	0	\$ -	4	\$ 356	2	\$ 130	8	\$ 820	\$ 103
SUB TOTAL	0	\$ -	0	\$ -	7	\$ 1,169	6	\$ 852	12	\$ 1,152	4	\$ 356	12	\$ 780	41	\$ 4,309	
TOTAL LUMP SUM LABOR FEE:	8	\$ 1,920.00	0	\$ -	25	\$ 4,175.00	31	\$ 4,402.00	74	\$ 7,104.00	64	\$ 5,696.00	24	\$ 1,560.00	226	\$ 24,857.00	\$ 110
REIMBURSABLES	Cost		SUBCONSULTANTS														
Printing and Reprographics	\$ 100		CPH - Topographic Survey \$9,460														
Mileage (4 trips)	\$ 200		Bechtel Engineering - Geotech \$5,000														
Overnight Shipping	\$ 75																
SUB TOTAL	\$ 375																
LUMP SUM TOTAL LABOR, REIMBURSABLES, AND SUBCONSULTANTS																\$39,692	

ATTACHMENT B
SCOPE OF SERVICES

PROPOSAL FOR DESIGN AND BIDDING PHASE ENGINEERING SERVICES
FOR
TAXIWAY A (MID-SECTION) REHABILITATION

DELAND MUNICIPAL AIRPORT

A. PROJECT DESCRIPTION

Taxiway A is the full-length parallel taxiway to Runway 5-23 and serves as the primary taxi route for aircraft utilizing the South Apron complex and Terminal building. While the entire length of Taxiway A is programmed for eventual rehabilitation, this initial project is focused on the mid-section of Taxiway A (section ID #110), which is approximately 1,315' long and 40' wide (5,844 SY).



Originally constructed in 1992, this section of Taxiway A received a GripFlex surface treatment in 2012. The existing pavement section for Taxiway A is believed to be 4" P-401 on 6" of recycled bituminous material. However, this still needs to be confirmed via pavement cores. The observed asphalt pavement distresses include longitudinal and transverse cracks and raveling, which are creating an increased risk of FOD. The primary causes for these distresses appear to be pavement age and weathering effects, with no signs of load related distresses. The forecasted PCI for Taxiway A (section ID #110) in 2023 will be 64, which is below the minimum threshold for AC restoration / rehabilitation. Based on the PCI value and

the observed asphalt pavement distresses, it is recommended that an intermediate-level pavement rehabilitation (mill and overlay) be designed to reset the PCI value to 100.

No geometry changes to the intersection of Taxiway A and Taxiway C are proposed at this time. The addition of taxiway edge lighting is not proposed at this time either.

The design of the PROJECT is being funded by the City, with construction possibly being funded by an FAA grant. The construction budget is currently estimated at **\$350K** (including construction engineering support).

Design Team

- Owner – City of DeLand / DeLand Municipal Airport (DED)
- Design Engineer – AVCON
- Surveyor – CPH Engineers
- Geotechnical – Bechtol Engineering and Testing

A. SCOPE OF PROFESSIONAL SERVICES

1) Schematic Design (30%)

- 1.1 **Project Management** – Project Management will include the development of a Project Control Plan (Work Plan), which includes scope, schedule, and budget controls. AVCON will then use these tools to track the schedule, monitor budgets, and document progress during the design of the project. Project management will also include direct client coordination, project status/schedule updates, and general contract management.
- 1.2 **Project Kick-Off Meeting** – AVCON will prepare for and attend one (1) project kick-off meeting with the City/Airport and the design team to review project design goals, schedule, administrative procedures, safety requirements, and to address any questions related to the project. AVCON will provide meeting minutes and distribute to all attendees.
- 1.3 **Data Collection and Review** – AVCON will collect, review, compile, and summarize all existing data pertaining to the project. The City will provide AVCON will all available documentation, such as as-builts, survey data, record drawings, permits, reports, and test results. The information will be reviewed, and design assumptions will be validated. Any potential deviations from the scope of work will immediately be brought to the City/Airport's attention.
- 1.4 **Preliminary Site Visit / Visual Inspection** – AVCON will conduct a site investigation and visual inspection of the apron pavement and surrounding environment to validate existing as-built/record drawing information and to better understand the physical site conditions and constraints. Any potential deviations from the scope will immediately be brought to the City's attention. A technical memo will be provided summarizing the results of the preliminary site visit and visual inspection.

- 1.5 **Conduct Site Investigations** – AVCON will coordinate with the specialty team members, which include the Surveyor and Geotechnical Engineer. Efforts will include developing subcontract agreements, coordinating technical requirements and project goals, and location diagrams. AVCON will also coordinate with the Airport on access and potential operational impacts associated with the site investigations.
- 1.5.1 Geotechnical Investigation** - AVCON's Teammate, Bechtol Engineering, will complete the field work and testing. Refer to the attached scope of work.
- 1.5.2 Topographic Survey** – AVCON's Teammate, CPH Engineering, will complete the field work and development of base files. Refer to the attached scope of work.
- 1.6 **Review of Site Investigation Reports/Data** – Review and incorporate data into 30% design documents
- 1.7 **Pavement Design** – Define pavement design parameters and proposed pavement design methodologies. Develop the pavement design based on existing soils and materials conditions and consideration of the loading of the design aircraft. Assess the most technically and economically appropriate alternative for the pavement rehabilitation. Coordinate the results and analysis with the City.
- 1.8 **Drawing Preparation** – Drawings will be prepared in an 11" x 17" PDF format and the submittal will be made electronically to the City. Drawings prepared in this phase include, but are not limited to:
- Anticipated Project Sheets
Cover Sheet
Summary of Quantities
General Notes
Contract Layout Plan (Site Plan)
Horizontal and Vertical Control
Project Construction Haul Route and Staging Plan
Construction Safety and Phasing Notes
Construction Safety Phasing Plans
Demolition Plans
Geometry Plans
- 1.9 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare the outline CSPP. This document will be submitted to the City and the FAA and serve as the basis for the final CSPP. It is not anticipated that a Safety Risk Management panel will be required for this project and participating in the SRM process is not included in this scope of work.
- 1.10 **Technical Specifications** – AVCON will prepare an outline of technical specification needed for the project. Specifications will follow FAA format using unit cost where applicable.

- 1.11 **Engineer's Report** – AVCON will prepare a draft engineer's report, which will include a discussion of design criteria, standards, test results, design methodology, construction sequencing, etc. This report will include data/reports from the various site investigations and direction and/or decisions provided by the City in previous meetings/discussions.
- 1.12 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal. At this phase of design, the estimate will carry a 20% contingency.
- 1.13 **Quality Control** – AVCON will develop a QA/QC Management Plan specific to this project, which will be submitted to the City prior to the start of design. AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the City and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.
- 1.14 **Deliverable** – AVCON will package and deliver the following to the City at the completion of the 30% design. All documents will be submitted electronically:
- o 11"x17" plans
 - o Outline of technical specifications
 - o 30% Engineer's Report
 - o CSPP Outline
 - o 30% Engineer's Opinion of Probable Costs
 - o Quality Control Review documentation
- 1.15 **30% Design Review Meeting** – AVCON will participate in one review meeting with the City to review the submittal made as part of this design phase. AVCON will be prepared to fully discuss each element of the submittal to make the necessary decisions to advance the design with the next phase of the project. AVCON will provide minutes of the meeting and will distribute to all attendees.

2) Construction Documents (100%)

The information obtained during the Schematic Design Phase (30%) will be reviewed and refined during the Construction Document Phase (100%). This phase will encompass the professional services required to furnish the City with a set of 100% documents (ready for bidding), including technical specifications, 100% drawings, construction phasing and safety plans, engineer's report, and cost estimates to reflect any adjustments to the project since the previous phase. These documents will be developed and prepared in accordance FAA standards and will provide sufficient detail for the review of proposed design by the City and all other appropriate parties.

- 2.1 **Project Management** – Project Management will include tracking the schedule, monitoring budgets, and documenting progress during the design of the project.

Project management will also include direct client coordination, project status/schedule updates, and general contract management.

- 2.2 **Drawing Preparation** – Drawings prepared under the 30% phase will be refined and expanded to the 100% level. Drawings prepared in this phase include, but are not limited to:

Anticipated Project Sheets

Cover Sheet

Summary of Quantities

General Notes

Contract Layout Plan (Site Plan)

Horizontal and Vertical Control

Project Construction Haul Route and Staging Plan

Construction Safety and Phasing Notes

Construction Safety Phasing Plans

Demolition Plans

Geometry Plans

Paving Plans

Typical Sections

Grading Plans

Marking Plans and Details

- 2.3 **Technical Specifications** – AVCON will prepare 100% technical specifications. Specifications will follow FAA format using unit cost where applicable. All technical specifications shall conform to the latest FAA Advisory Circular. Changes to the specifications that do not warrant an FAA Modification of Standards (MOS) will be identified by strike-through and bold-italic text. The task will include coordinating with the FAA for Modifications of Standards (MOS), if required.
- 2.4 **Engineer's Report** – AVCON will update the draft engineer's report based on direction and/or decisions provided by the City in previous meetings/discussions.
- 2.5 **Construction Safety and Phasing Plan (CSPP)** – AVCON will prepare the final CSPP. AVCON will coordinate the project construction phasing and sequencing plan with the City and affected stakeholders. This document will supplement the technical specifications and serve as a guide for the selected Contractor when preparing the Safety Plan Compliance Document (SPCD). AVCON will submit (through the City) the final CSPP to the FAA.
- 2.6 **Cost Estimate Development** – AVCON will determine project quantities for all items of work and develop a project construction cost estimate which will accompany the design submittal and will be commensurate with the level of detail included in the submittal.
- 2.7 **Quality Control** – AVCON will conduct internal quality control reviews of all elements of the submittal in advance of the formal submittal to the City and in accordance with the QA/QC Management Plan. Copies of all quality control documentation, including mark-ups, will accompany the design submittal.

- 2.8 **Deliverable** – AVCON will package and deliver the following to the City at the completion of the 100% design. All documents will be submitted electronically:
- o 11"x17" plans
 - o Technical specifications
 - o 100% Engineer's Report
 - o 100% Engineer's Opinion of Probable Costs
 - o Quality Control Review documentation
- 2.9 **100% Design Review Meeting** – AVCON will participate in one review meeting with the City to review the submittal prior to advertising for bids. AVCON will be prepared to fully discuss each element of the submittal and make any necessary revisions to the Bid Documents.

3) **Bid and Award**

- 3.1 **Pre-Bid Meeting and Site Visit** – AVCON shall assist the City with preparation of a presentation for use during the Pre-Bid Meeting. AVCON will also attend and participate in the pre-bid meeting at the Airport, which may include a site visit.
- 3.2 **Bidder Questions** – AVCON shall respond to questions from plan holders, via the City, related to the Bid Documents. Questions which require clarification or additional information will be transmitted to all plan holders formally via the addendum process.
- 3.3 **Preparation of Addenda** – AVCON shall assist the City with preparation of all required technical related addenda to revise plans and specifications and/or respond to questions in order to provide necessary clarification or to correct discrepancies. The City shall issue all addenda.
- 3.4 **Bid Tabulation and Recommendation of Award** – AVCON shall develop a tabulation of all bids received and conduct an evaluation, which will check for correctness of the bid schedule and identify the low bidder. Upon completion of the evaluation process, AVCON shall make a written recommendation of award to the City.
- 3.5 **Preparation of Conformed Documents** – AVCON shall incorporate all addendum information into the plans and technical specifications to prepare a conformed set of documents. PDF copies of both the plan drawings (11" x 17") and technical specifications will be provided to the City for incorporation into the final Conformed Documents set. Additionally, AutoCAD files for the plan drawings and Word files for the technical specifications will be provided to the City.

B. DESIGN DELIVERABLES

The anticipated deliverables are listed below:

- ❖ Kick-off Meeting Minutes
- ❖ Schematic Design (30%) Submittal, Cost Estimate, and QC Documentation
- ❖ Schematic Design (30%) Review Meeting Minutes
- ❖ Construction Documents (100%) Submittal, Cost Estimate, and QC Documentation
- ❖ Construction Documents (100%) Review Meeting Minutes
- ❖ Issued for Bid Documents – plans and specifications
- ❖ Initial and Final Construction Safety and Phasing Plan (CSPP)
- ❖ Bid Tabulation and Recommendation of Award
- ❖ Conformed Documents

C. TRAVEL REQUIREMENTS

All work on the project is being done out of Orlando. As a result, no “out of town” travel is required for this project.

D. PROJECT SCHEDULE

A preliminary schedule has been developed for the project. A summary of milestone dates is provided below.

Milestone	Date
NTP for Design	July 2022
30% Submittal	September 2022
100% Submittal	October 2022
Pre-Bid Meeting	TBD
Bid Opening	TBD

E. BASIC ASSUMPTIONS

The following is a list of assumptions, which forms the basis of this cost proposal for providing the services for the PROJECT.

- All construction drawings will be digitally produced using 11" x 17" Standard and will be created in AutoCAD and ADOBE PDF format.
- Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word.
- All data collection efforts (survey, geotechnical, etc.) requiring AVCON or its subconsultant's personnel to be within the safety area of taxiways or taxilanes will be performed during daylight hours with the appropriate pavement closed unless otherwise directed by the Airport.
- Airport Operations will be available to escort AVCON on-site for initial site visit.
- The work shall be completed in accordance with the schedule developed and agreed upon during Project Initiation (Project Kick-off meeting). Failure of the reviewing

agencies (City, FAA and/or others) to meet the deliverable dates for provision of review comments may justify obtaining a schedule extension.

- AVCON will transmit deliverables to the City in electronic format.
- No permits are anticipated for the project.
- RPR Services are excluded
- Construction Material Testing Services are excluded
- Safety Risk Management (SRM) Panel are excluded
- It is assumed that Construction Administration, RPR, and CMT services will be provided under a separate contract.

F. PROJECT FEE

AVCON and all subconsultants will be compensated on a Lum Sum cost basis for all Basic Services (i.e., labor) and on a time-and-materials basis with a not-to-exceed for Direct and Reimbursable Expenses (i.e., expenses).

Refer to the attached fee spreadsheets for a detailed breakdown of manhours and fees for each task.

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Consideration re Agreement with Stetson University for Concession Operations at Spec Martin Stadium.

DEPARTMENT: Parks & Recreation

PREPARED BY: rick hall, P&R Director

ATTACHMENTS: Stetson Concession Agreement 2022, Spec Martin Concession Agreement Attachment A, Spec Martin Concession Agreement Attachment B

APPROVED BY: Michael Pleus, City Manager, July 13, 2022

SUMMARY/HIGHLIGHT:

The City of DeLand and the DeLand High School Boosters have had an agreement for several years for the DeLand Boosters to operate concessions at Spec Martin Stadium. Recently, DeLand High School and the DeLand High School Boosters have decided that they no longer have the capacity to continue operating the concessions. With this recent decision, I have reached out to Stetson University to explore their interest in entering into an agreement with the City of DeLand for the operation of the concessions at Spec Martin Stadium. Stetson has agreed to move forward with the agreement with the following and attached conditions.

The new agreement will allow Stetson University to have concession rights to all events in the stadium, with the exception that the City of DeLand will have first right of refusal to the concessions for events secured, promoted, and sponsored by the City of DeLand. The Parks and Recreation Department will identify in advance such possible events above and beyond those required of Stetson University in providing concessions.

Stetson University agrees to pay 7% of gross sales up to \$80,000 and 10% of gross sales after \$80,000. The initial term of the agreement is for one year.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The City of DeLand is to receive 7% of the first \$80,000.00 of gross revenue, plus 10% of gross sales over \$80,000.00

RECOMMENDATION:

It is recommended that the City Commission approve the concession agreement between the City of DeLand and Stetson University for a period of one year beginning August 1, 2022.

BACKGROUND/DISCUSSION:

Stetson University is requesting approval to enter into an agreement with the City of DeLand for the rights to operate concessions at Spec Martin Stadium. The DeLand High School Boosters and DeLand High School have decided that they no longer have the capacity to operate the concessions at Spec Martin Stadium and are not willing to review their agreement with the City of DeLand. Stetson University has the experience and staff to operate the concessions, which will make for providing successful services to the public.

STETSON UNIVERSITY/ CITY OF DELAND CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this __ day of July, 2022 by and between STETSON UNIVERSITY, INC., a Florida not for profit corporation, whose general address is 421 North Woodland Boulevard, Unit 8278, Deland, Florida, 32723, hereinafter referred to as "Stetson," and the CITY OF DELAND, a municipality of the State of Florida, whose mailing address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the "City."

WHEREAS, the City owns and operates the Spec Martin Municipal Stadium (hereinafter referred to as the "Stadium") which now, among other events, is used for Stetson Division I collegiate football games at the Stadium; and

WHEREAS, an integral part of the City's undertaking to improve the Stadium was based upon the execution of an agreement with Stetson to play its football games at the Stadium and to pay a significant sum of money to the City to help pay the cost of the improvements; and

WHEREAS, in entering into the aforesaid agreement with Stetson, the City retained unto itself all rights for concession sales; and

WHEREAS, it is crucial to the successful operation of the Stadium, and the events held there, that the concession operations be conducted professionally and in a manner that is consistent with other high quality municipal stadium concession operations; and

WHEREAS, it is not feasible to have more than one primary concessionaire operating the concession facilities at the Stadium; and

WHEREAS, Stetson desires to provide concession services at the Stadium; and

WHEREAS, the City finds and determines that the concession services to be rendered by Stetson at the Stadium would further the use, enjoyment, and entertainment of the Stadium for the general public as well as the Stetson community and result in enhanced reputations for the Stadium as a venue and the City and Stetson as program participants; and

WHEREAS, the City has and, by these presents, does find and determine that it would be in the best interest of the public health, safety, and welfare to enter into this Agreement and Stetson agrees to the terms and conditions hereof.

NOW, THEREFORE, the parties in consideration of the mutual covenants, terms, and provisions hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of this agreement as follows:

SECTION 1. TERM. This Agreement become effective on the date of execution by the parties and will remain in effect for an initial one-year period terminating on the first anniversary date of this Agreement. The parties may negotiate extensions, with or without revisions, to this Agreement.

SECTION 2. FACILITIES. Stetson shall provide concessionaire services, as specifically set forth herein, at the concession facilities located at the north and south ends of the Stadium. Stetson shall provide the equipment which equipment is necessary for the efficient operation of the concession facilities and provision of the concessionaire services contemplated by this Agreement; provided, however, that Stetson may use any City-owned equipment located at the Stadium which is provided for use in an “as is”/“where is” condition. The City shall have a right to enter all facilities utilized by Stetson to ensure the proper administration of the terms of this Agreement and other purposes the City deems necessary, so long as the same does not substantially interfere with Stetson’s operations, and for emergency purposes.

SECTION 3. STETSON SERVICES. Stetson shall operate the concession facilities during all events listed which occur at the Stadium. Stetson’s failure to open and operate the concession facilities for any event held at the Stadium shall be deemed a breach of this Agreement. Stetson shall be responsible for the purchase of all food and supplies necessary to adequately operate the concession facilities, and shall provide all servicing utensils and condiments reasonably necessary for the use of the patrons. Stetson must obtain the City’s approval for all signage, menus and pricing which review shall be prompt and expeditious and approval for which shall not be unreasonably withheld. All food service shall be in strict accordance with Volusia County Health Department and other applicable regulations. Stetson agrees that all personnel working at or entering the concession facility shall be adults (minimum 18 years of age). The City shall provide and pay the costs associated with all utilities necessary for the operation of the facilities that are necessary to provide for concession services.

SECTION 4. COMPENSATION TO THE CITY. Stetson shall pay to the City a sum equal to 7% of the first \$80,000.00 of gross sales revenue, plus 10% of all gross sales revenue above \$80,000.00 which shall be due to the City on a monthly basis on the tenth day of each month for the previous month’s sales. Stetson shall keep true and accurate accounting records of its purchases and sales of inventory sold at the facilities. The City and shall have the right to inspect all such accounting records of Stetson and shall have the right to conduct audits of such.

SECTION 5. TAXES. Stetson shall be responsible for paying and reporting any and all applicable taxes attributable to its operations under the terms of this Agreement, including but not limited to sales taxes.

SECTION 6. REPAIRS, ALTERATIONS, AND MAINTAINANCE. Stetson acknowledges that it has inspected the concession facilities and accepts them in their current condition as stated herein. Stetson shall be responsible for all repairs to the concession facility related to any damage caused by its use of the facilities. Stetson shall be responsible for all repairs and maintenance of all equipment used in connection with the operations of Stetson pursuant to this Agreement. Stetson shall maintain the facilities in a neat and orderly condition; comply with all health, safety and sanitary rules and regulations applicable to its operation of the facilities; keep clean and free of debris the entire area immediately in front of the concession stand service windows; and provide appropriate and adequate storage for all concession items and equipment. Stetson shall dispose of all trash in containers as designated by the City. All boxes must be broken down and properly discarded in the trash dumpster. Stetson shall maintain the concession facility free of paper and other debris during and after each day of operation,

including the emptying of all trash into designated containers provided by the City. The City reserves the right to inspect the concession facilities for compliance with the terms of this Agreement. Stetson shall not make any changes, alterations, or additions to the concession facility area or structures.

SECTION 7. INSURANCE, INDEMNIFICATION AND LIABILITY.

(a). Stetson shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, Workers' Compensation insurance in the amount required by Florida law and liability insurance, which shall list the City as an additional insured, with limits of \$1,000,000.00 per occurrence. The liability insurance shall provide that it will not be cancelled without thirty (30) days advance written notice to the City.

(b). Stetson shall hold harmless, indemnify and defend the City, its officers and employees, representatives, or agents against any claims, actions, losses, damages, injuries, liabilities, costs, or expenses of any kind or nature (including, but not limited to all attorney's fees and court costs) arising out of or incidental to the operations of Stetson pursuant to this Agreement. In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the City shall be entitled to recover all reasonable costs and attorneys' fees.

(c). Stetson shall protect and defend at Stetson's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with Stetson's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If Stetson uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

SECTION 8. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be assigned or transferred in any manner by Stetson and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void. Stetson may not subcontract with any third party for the provision of services under this Agreement, except as expressly provided for in this Agreement. The foregoing notwithstanding, nothing herein shall prevent Stetson from using contracted labor to fill its staffing needs, and may contract with a third-party vendor for the purpose of alcohol sales, as more particularly provided for in Stetson's lease with the City for the use of Spec Martin Municipal Stadium entitled "LIMITED LEASE AGREEMENT" and dated August 15, 2011, as amended (hereinafter the "Spec Martin Lease"). Stetson may also contract with a professional manager to provide operational staffing and oversight to the extent necessary to provide a professional quality concession service.

SECTION 9. SALE OF PROHIBITED ITEMS. Stetson is prohibited from the sale of

any tobacco related items. The sale of alcohol, if any, shall be conducted in accordance with the terms of the Spec Martin Lease.

SECTION 10. ADVERTISING. Stetson shall not display any advertising related to concessions other than is reasonably necessary to inform customers as to menu options. All other advertising rights of Stetson are set forth in the Spec Martin Lease.

SECTION 11. DEFAULT AND TERMINATION. The City shall provide Stetson with 10 days written notice of any default under the terms of this Agreement. In the event that such default is not cured within such 10-day period, or if such default cannot be repaired by the exercise of reasonable diligence within such 10-day period and repairs are not commenced and continuously prosecuted within such 10-day period, then the City may terminate this Agreement. Upon termination for default, the City may remove any items belonging to Stetson which are located within the facilities without further notice to Stetson, and the City shall not be required to reimburse Stetson for any inventory or other supplies so removed. In the event that the City determines, in its sole discretion, that Stetson is not able to render concessionaire services in a professional manner on a consistent basis, then the City shall be entitled to cancel this Agreement, without cause, upon the City Manager for the City of DeLand giving 48 hours verbal notice to Stetson. Upon termination for the reasons set forth in this paragraph, the City may take possession of any inventory or other supplies located in the facilities, and shall reimburse Stetson for Stetson's actual costs of such inventory or supplies.

SECTION 12. COMPLIANCE WITH ALL LAWS, CONTROLLING LAW AND VENUE. Stetson shall comply with all Federal, State and local laws, rules, regulations, codes, ordinances and policies. The requirements of this Section shall include, but not be limited to, any and all requirements of the State of Florida and the Volusia County Health Department regarding use and maintenance of the concession facility area in a clean and sanitary manner. Failure to comply with or violation of the requirements of this Section shall result in immediate suspension and/or termination of this Agreement. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventh Judicial Circuit in and for Volusia County, Florida, or in the event of federal jurisdiction, in the United States District of Florida in Orlando. The parties expressly agree to waive all rights to a trial by jury of any and all issues so triable under this Agreement.

SECTION 13. REPORTS, INCIDENTS OR ACCIDENTS. All accidents or injuries to any person occurring during the use of the facilities shall be reported to the City immediately by telephone and in writing, using the City.

SECTION 14. NOTICES. All notices given by either party shall be in writing and shall be sent by registered or certified mail, return receipt requested, with postage and registration fees prepaid, or hand delivery to the party with a receipt of acknowledgment to be signed by the receiving party. The parties' addresses shall be as follows:

For the City:

City of DeLand
Michael Pleus, ICMA-CM
City Manager
123 South Florida Avenue
DeLand, Florida 32720

For Stetson:

Jeff Altier
Director of Athletics
Stetson Athletics
143 East Pennsylvania Avenue
DeLand, Florida 32720

All notices shall be deemed received on the date of receipt as shown on the return receipt, or a signed receipt acknowledgment form.

SECTION 15. NO RENTAL RELATIONSHIP. Nothing in this Agreement shall be construed to create or otherwise grant to Stetson any leasehold or other possessory rights in and to the concession facilities.

SECTION 16. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to benefit any third party, and no third party shall be entitled to enforce or otherwise claim any rights or benefits under this Agreement.

SECTION 17. CLOSING OF CONCESSION FACILITY. The City maintains the right to close any part or all of the facilities either permanently or temporarily at any time the City deems it necessary in the best interest of the public's welfare, health or safety. If the facilities are thereafter reopened, during the original term of this agreement, Stetson shall, upon approval by the City, commence use of the facilities again. Stetson agrees City will not be liable for any loss, damage, profits, costs, or expenses related to the closing of the facilities during the term of this Agreement.

SECTION 18. ATTORNEY'S FEES. In no event shall either party be entitled to compensation for attorney fees from the other in relation to this Agreement, even in the event of litigation arising from this Agreement.

SECTION 19. MODIFICATION. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document of equal dignity herewith executed by all parties.

SECTION 20. AGREEMENT NOT A JOINT VENTURE. Nothing in this Agreement is intended to create any joint venture between the City and Stetson.

SECTION 21. FORCE MAJEURE. The obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, cyber breaches, civil disobedience, geologic subsidence, electrical

failure, malfunctions, epidemic, pandemic, riots, natural disasters, civil commotion, an act of a governmental entity other than the parties, or other contingencies beyond the reasonable control of a party (a “force majeure event”) interfere with or otherwise prevent performance of a party of its obligations hereunder, such obligations shall be suspended until such time as the interfering contingency or contingencies have ceased their interference. Any party adversely affected by a force majeure event shall notify the other party upon becoming aware that any such event or events have occurred or are likely to occur and will use its good-faith best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder. and events of a similar nature, the obligations shall be excused until the cause or causes thereof have been remedied.

SECTION 22. PUBLIC RECORDS. Pursuant to Florida law (including specifically but not limited to Section 119.0701, *Florida Statutes*), Stetson must comply with all applicable public records law. Specifically, Stetson shall:

- (a). Keep and maintain public records required by City relating to this Agreement.
- (b). Upon request from the City, the City's designee or the City's custodian of public records, provide the City or designee with a copy of the requested records or allow the records to be inspected or copied, at the City, or designee's, sole option, within a reasonable time at no cost to the City.
- (c). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if Stetson does not transfer the records to the City.
- (d). Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Stetson or keep and maintain public records required by City to perform the Work contracted for in this Contract, at the City's sole option. If Stetson transfers all public records to the City upon completion of this Agreement, Stetson shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Stetson keeps and maintains public records upon completion of this Agreement, Stetson shall meet all applicable requirements for retaining public records.
- (e). All public records stored electronically by Stetson pertaining to the Work contracted for in this Contract must be provided to the City, upon request from the City, or City's designee or the City's custodian of records, or designee, in a format that is compatible with the information technology systems of the City.
- (f). In the event Stetson receives a public records request related to this Contract and the Work provided hereunder, Stetson shall promptly forward the same to the City for the City's records.
- (g). **IF STETSON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO STETSON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130, JULIE A. HENNESSY, MMC, CITY CLERK, CITY OF DELAND, CITY HALL, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA 32720, HENNESSY@DELAND.ORG.

SECTION 23. HEADINGS. The headings in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement. Stetson agrees to refrain from using the concession facility for any other purpose (such as an office, storage, etc.) other than its intended use.

SECTION 24. SEVERABILITY. This Agreement constitutes the entire agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this agreement. This Agreement supersedes any other agreement or understanding between the parties, whether written or oral. Any provision or part of this Agreement, held to be void or unenforceable under any law or regulation, shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Stetson, who agree that the Agreement shall be reformed to replace such stricken provision, or part thereof, with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 25. INTERPRETATION. The parties agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under any heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of bona fide arm's length negotiations between the parties and both parties have contributed substantially and materially to the preparation of this Agreement. This Agreement shall not be construed more strictly against any party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Agreement. All provisions of this Agreement shall be read and applied in par materia with all other provisions hereof.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 27. ENTIRE AGREEMENT: EFFECT ON PRIOR AGREEMENT; RECORDING. This Agreement represents and constitutes the complete and entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Any and all prior agreements among the parties with respect to any subject covered by this Agreement are hereby voided and superseded by this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives on the dates indicated below.

Witnesses:

STETSON UNIVERSITY, INC., a Florida
not for profit corporation.

Signature _____
Printed Name: _____

Signature _____
Printed Name: _____

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

By: 
Printed Name: Jeffrey P. Apter
Title: Director of Athletics, Stebbins Vnu.
Date: 7/13/22

CITY OF DELAND

Robert F. Apgar
Mayor – Commissioner
Date: _____

City of DeLand Concession Agreement

Attachment A

Equipment List

North Concession – Ice machine – City of DeLand

South Concession – Ice machine – City of DeLand

All other equipment presently owned by DeLand High School Boosters/Coca Cola

City of DeLand Concession Agreement

ATTACHMENT B

EVENTS SCHEDULE AT SPEC MARTIN STADIUM

The schedule is not limited to these anticipated events.

- ⊙ Stetson University Football Games / Playoffs
- ⊙ Stetson University Football Scrimmage / Spring Game
- ⊙ Stetson University Graduation Ceremony
- ⊙ DeLand High School Football Games / Playoffs
- ⊙ DeLand High School Football Jamboree / Spring Game
- ⊙ DeLand High School Awards Ceremony
- ⊙ Florida High School Athletic Association
Girls and Boys Varsity State Soccer Championships
- ⊙ Additional Programs, events, or rentals as scheduled

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Consideration re Change Order No. 1, Sanderson Concrete Construction.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Change Order #1

APPROVED BY: Michael Pleus, City Manager, July 14, 2022

SUMMARY/HIGHLIGHT:

Construction of Right-of-Way ADA improvements FY 19/20 Phase 2 and FY 20/21 commenced on March 7, 2022. This project is 100% CDBG funded. During the construction, staff found that the ramp located at 818 E Rich Ave needed 146 ft of curbing to be installed to properly stabilize the bank and keep the sidewalk free of hazards from erosion. This originally was not needed as proper sloping of the property was shown to be sufficient when designed. This Change Order 1 will be for the installation of 146 ft of Type-D concrete curbing.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sense of Community/Mobility.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Change Order No. 1 will result in an additional expenditure of \$4,051.00 for the installation of 146 ft of Type-D concrete curbing. Funds are available through CDBG to pay for this expense.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 1, allowing Sanderson Concrete to install the Type-D curbing along 818 E Rich Ave.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 1

Date: July 5, 2022

Project: ROW ADA IMPROVEMENTS FY 19/20 PHASE 2 AND FY 20/21

Contractor: Sanderson Concrete
2440 Timberview Drive
New Smyrna Beach, FL, 32168

Description: Additional Concrete required to install curbing at 818 E. Rich Avenue.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$215,029.55

Change Order No. 1.....\$4015.00

Adjusted Contract Cost\$219,044.55

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.

Raymond Bahrami, P.E.
Deputy Public Services Director

Date

CONTRACTOR ACCEPTANCE:

Sanderson Concrete

Bryan Sanderson
Owner

Date

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Second Reading of Ordinance No. 2022-11, Changing the Zoning of 1.1 Acres of Property, Located on the West Side of North Woodland Boulevard, to Allow a Car Wash as a Permitted Use, "Woodland Crossings PD." (First Reading 06/20/2022).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-11, Exhibit A - Legal Description, Exhibit B- First Amendment to PD - Woodland Crossings, Exhibit A - (Attachment A) Amended Planned Development Plan for Lot 2 , Z22-057 Staff Report - Woodland Crossings, Z22-057 Survey, Z22-057 Zoning & Location Map, Z22-057 Aerial Map

APPROVED BY: Michael Pleus, City Manager, July 13, 2022

SUMMARY/HIGHLIGHT:

At the June 20, 2022 meeting, the City Commission approved on first reading of the Ordinance requesting to amend the Woodland Crossings PD and concept plan to allow for an automobile service station, including, but not limited to, drive-thru services such as cleaning or detailing, on Lot 2 of Woodland Crossings Planned Development. The City Commission did not request that any revisions be made to the development agreement as presented.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The priorities for 2021-22 include:
Improve our gateways.
Bringing new businesses to DeLand.

Strategic Focus Area: Regional high value job creation
New Business Development (business recruitment and site development).
Action Step: 3. Provide assistance to fill vacant industrial/commercial sites.

Strategic Focus Area: Creating the Connected Community
Design and Appearance
Action Step: 3. Maintain and improve the aesthetic appearance throughout the City and along its gateways.

Strategic Focus Area: Institute Smart Growth Principles
Community Consistent Growth
Action Step: 4. Encourage use of Planned Development Agreements in zonings.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Commercial development of this property will generate increased tax revenue to support City services.

RECOMMENDATION:

It is recommended that the City Commission approve on second reading the zoning amendment to the Woodland Crossings Planned Development for the subject property on N. Woodland Blvd.

BACKGROUND/DISCUSSION:

At the May 18, 2022 meeting, the Planning Board recommended approval with the following comments:

1. Revise agreement to allow for access from either north or south, but not both, to be able to address potential FDOT driveway requirements (not requested by the Commission);
2. State hours of operation to be 8AM to 8PM (completed);
3. Extend easement west to serve Lot 4 (not requested by the Commission); and
4. A replat will be required to address changes to the Tree Protection Area (noted by applicant).

Please refer to staff report for additional information.

ORDINANCE NO. 2022 - 11

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE WOODLAND CROSSINGS PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED ON THE WEST SIDE OF NORTH WOODLAND BOULEVARD, NORTH OF VIOLETWOOD ROAD; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 1.1 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Nika Hosseini, Esq., on behalf of the owners, has filed for an amendment to the Woodland Crossings Planned Development (PD) of approximately 1.1 +/- acres of land located on west side of North Woodland Boulevard, north of Violetwood Road, which is more particularly described in the legal description attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the Woodland Crossings PD was approved by City Commission on July 26, 2006, City of DeLand’s Ordinance No. 2006-35; and

WHEREAS, the applicant desires to amend the Woodland Crossings PD to allow for an automobile service station, including but not limited to, drive-thru services such as cleaning or detailing as a permitted use; and

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

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

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

WHEREAS, the proposed development plan is consistent with the Business Retail future land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning to amend the Woodland Crossings PD, Planned Development Agreement of approximately 1.1 +/- acres of land located on the west side of North Woodland Boulevard, north of Violetwood Road.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit “A” as Woodland Crossings PD, Planned Development District.

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

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

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

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

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

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

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

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

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

PASSED AND DULY ADOPTED this 18th day of July, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: June 20, 2022
Adopted on second reading: July 18, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

LEGAL DESCRIPTION

DESCRIPTION: (PER TITLE COMMITMENT FILE NO. 4107984)

LOTS 1, 2, 4, TRACT "A" AND "B", WOODLAND CROSSINGS, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 55, PAGES 112 THRU 116, INCLUSIVE, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

FIRST AMENDMENT TO WOODLAND CROSSINGS
PLANNED DEVELOPMENT AGREEMENT

This First Amendment to the Planned Development Agreement (the "First Amendment") is made this ____ day of _____, 2022 between the **CITY OF DELAND**, a Florida municipal corporation (hereafter, the "City"), whose mailing address is 120 S. Florida Avenue, DeLand, FL 32720, **GILL PROPERTIES LP**, a Florida limited partnership, whose mailing address is 9 Kenview Blvd, Brampton, ON LGT 5--G5 CA (hereafter, "Gill Properties") and **BLACK RIVER ROCK LLC**, a Florida limited liability company with a mailing address of 16807 Turtle Point Road, Charlotte, NC 28278, who are the successors in interest to **CRF-DELAND, LLC**, a Florida limited liability company (hereafter "CRF DeLand").

WHEREAS, the City and CRF DeLand previously entered into that certain Planned Development Agreement (the "PD Agreement") dated on or about February 7, 2007 and recorded in Official Records Book 6042, Page 3554 of the Public Records of Volusia County, Florida in connection with the rezoning of ± 8.952 acres known as the "Woodland Crossings" PD; and

WHEREAS, Gill Properties, with the consent of Black River Rock LLC, desires to modify the specified use permitted within Lot 2 of the Woodland Crossings PD Overall Site Plan, as recorded in Official Records Book 6042, Page 3568 of the Public Records of Volusia County, Florida (the "Site Plan") to permit the development of an alternative conditionally permitted use as described within Section D of the Woodland Crossings PD; and

WHEREAS, Gill Properties further wishes to amend the Woodland Crossings PD to provide for an additional access point to Lot 2; and

WHEREAS, the application of Gill Properties to amend the Woodland Crossings PD was duly and properly filed with the City on February 21, 2022 and the application was reviewed by

the City's Community Development Department and determined to be consistent with the City's Comprehensive Plan; and

WHEREAS, Public Hearings on this First Amendment to the Woodland Crossings Planned Development Agreement were held by the Planning Board on _____, 2022 and the City Commission on _____, 2022 and _____, 2022 after due public notice was provided in accordance with the City's Land Development Regulations Ordinance No. 2013-11, as amended.

NOW THEREFORE, the City and Gill Properties acknowledge and agree that the Woodland Crossings PD is hereby amended to reflect the following changes, revisions and amendments to the Woodland Crossings Planned Development Agreement and amended Planned Development Plan for Lot 2:

1. Paragraph D of the Development Agreement for the Woodland Crossings PD is amended as follows (changes shown in ~~striketrough~~/underline format):

D. Land Uses Within the PD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed Woodland Crossings PD. The location and size of said land use areas are shown on the Planned Development Plan. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures: all uses allowed within C-2 Commercial, including without limitation, a 17,600 square foot office/retail center, a 14,000 square foot retail center, a 6,000 square foot restaurant use, all as indicated on the Planned Development Plan- and a ~~3,820 square foot bank use~~ automobile service station, including, but not limited to, the automated drive through servicing of

motor vehicles, such as cleaning or detailing, as well as customary accessory uses for the same, as further depicted on the amended Planned Development Plan for Lot 2.

2. Paragraph I(1) of the Development Agreement for the Woodland Crossings PD is amended as follows (changes shown in ~~strikethrough~~/underline format):

1. Access. The Woodland Crossings PD will gain access through a single access point on North Woodland Boulevard-US Highway 17-State Road 15, ~~and a single access from Violetwood Road, and a single access via a right of way easement which connects to Lot 2.~~ The Applicant shall obtain authorization from Volusia County to construct a western terminus of Violetwood Road and to construct a cul de sac for the Violetwood subdivision all at the request of the Violetwood subdivision residents and Volusia County and all as set forth in the Development Plan Map Volusia County shall continue to own and be responsible for Violetwood Road.

3. Paragraph E of the Development Agreement for the Woodland Crossings PD is amended to add the following (changes shown in ~~strikethrough~~/underline format):

E. 4. Parking. The required parking on Lot 2 shall include three (3) employee parking spaces, three (3) bug prep station parking spaces, and twenty-two (22) vacuum station parking spaces which conform to the specifications within the amended Planned Development Plan for Lot 2.

5. Hours of Operation. The hours of operation on Lot 2 shall, at most, be from 8:00AM to 8:00PM, Monday through Sunday.

4. Exhibit C3, the Planned Development Plan of the Development Agreement for the Woodland Crossings PD is amended as follows (changes shown in ~~striketrough~~/underline format):

Exhibit C3 is amended to incorporate Attachment A herein as the amended Planned Development Plan for Lot 2.

IN WITNESS WHEREOF, the City, Gill Properties, and Black River Rock LLC have caused this First Amendment to the Woodland Crossings Planned Development Agreement to be duly executed by their authorized representatives as of the last date entered below.

(Signatures on Following Pages)

ATTEST:

City Commission of DeLand Florida

Michael Pleus
City Manager

Robert Apgar
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ (mo/yr), by Michael Pleus and Robert Apgar, as City Manager and Mayor, City of DeLand, respectively, on behalf of the City of DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

WITNESSES

GILL PROPERTIES, LP, a Florida limited partnership

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____, as _____ for and on behalf of Gill Properties, LP, a Florida limited partnership. He/She is personally known to me or has produced _____ as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

WITNESSES

BLACK RIVER ROCK LLC, a Florida
limited liability company

Print Name

Sign Name

Print Name

Sign Name

By: _____

Print: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2022, by _____, as
_____ for and on behalf of BLACK RIVER ROCK LLC
, a Florida limited liability company. He/She is personally known to me or has produced
_____ as identification.

Seal

Notary Public

Type or Print Name: _____

Commission No. _____

My Commission Expires: _____

Attachment A
Amended Planned Development Plan for Lot 2

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

May 18, 2022

A. APPLICATION NO.: Z22-057

APPLICANT: Nika Hosseini, Cobb Cole

REQUEST: Amend the existing Woodland Crossings 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.

B. SITE FACTORS:

Location: On the west side of N. Woodland Blvd., north of Violetwood Rd.
Parcel Size: ±1.1 acres
Land Use: BR (Business Retail)
Existing Zoning: Woodland Crossings PD (Planned Development)
Existing Use: Vacant, undeveloped

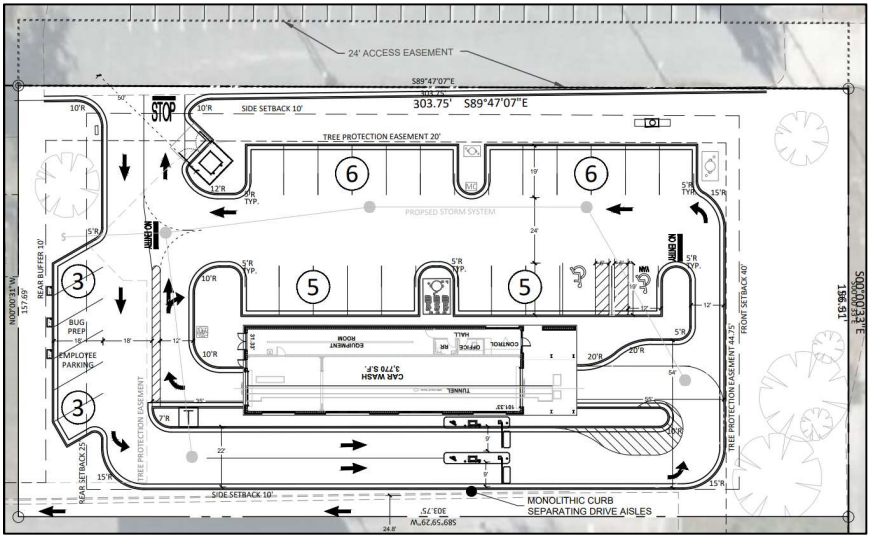
	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: Rural Community; VC: Commercial	R-1B
South:	VC: Rural Community; VC: Commercial; Highway Commercial	C-2; VC: A-3A; VC: B-4CA
East:	Highway Commercial	C-2
West:	VC: Rural Community	VC: RRA

B. ANALYSIS:

The subject property is Lot 2 of the Woodland Crossings Plat and is part of the Woodland Crossings Planned Development. Lot 2 is ±1.1 acres in size and fronts N. Woodland Blvd., across from Wal-Mart. Currently, the permitted uses in the Woodland Crossings PD are the same as the C-2 zoning classification in the code. However, the concept plan in the original PD is specific in the uses for each lot, showing Lot 2 as the future site of a drive-thru bank. As originally designed, the bank would fit onto Lot 2, maintaining Tree Protection Areas dedicated on the plat.

However, the applicant would like to amend the existing PD to specifically allow for an automobile service station, including, but not limited to, drive-thru services such as cleaning or detailing, on Lot 2. The applicant's proposed layout shows the Tree Protection Area (TPA) being encroached upon. Encroachment into a Tree Protection Area requires not only an amendment to the PD Agreement, but a replat as well. Prior to site plan approval, the applicant must replat the parcel in a way that will not require encroachment into any easements, while still maintaining the code required 15% of Tree Protection Area.

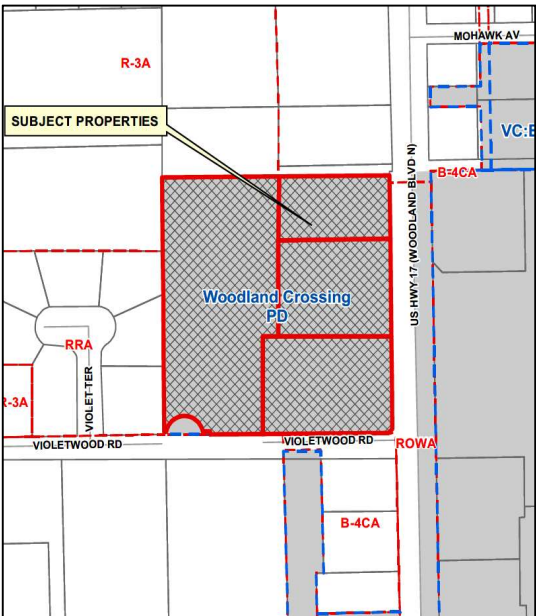
CONCEPT PLAN:



AERIAL MAP:



ZONING MAP:



The Technical Review Committee recommended at their April 21, 2022 meeting that the proposed Planned Development Agreement be forwarded on to the Planning Board, subject to addressing all remaining Staff comments. On May 3, 2022, the applicant submitted a revised version of the Development Agreement, however, the revised concept plan was not submitted in time to be reviewed prior to the Planning Board meeting.

The following TRC comments remain:

Planning Comments:

PD Agreement

1. Parking: provide specific standards into the PD and/or refer to the LDRs. A reduction in parking will require action by the Commission.

CONDEPT PLAN

2. Delineate LS buffer adjacent to Woodland; you only state the setback.
3. The data table is confusing; what is "Level 1" or "Level 2"?
 - a. Remove line items that are N/A or fill in the data... don't leave them blank
 - b. Data table says the proposed zoning is BR; should say PD
 - c. State overlay district
 - d. Building setbacks: what is major/minor?
 - e. Land use buffers?
 - f. State the Parking ratios; not "TBD"
4. Note that the drive-thru service line proposed on Lot 2 directly abuts another drive aisle going the opposite way, running parallel, east to west... How will these two areas be separated?

Engineering Dept. Comments:

5. Provide 50 feet clear line of sight for the dumpster pad area. There is concern that garbage truck backing out will hit the curb at the entrance driveway.
6.
 1. What are the big arrows shown at the parking spaces represent?
 2. Please provide curb radius dimensions on the plan.
7. Please provide the FEMA Flood Zone based on the FIRM Map and provide the panel number and effective date.
8. There is "NO ENTRY" shown on west side of parking lot. But the drive aisle is two-way based on traffic arrows shown. This will create confusion for vehicular traffic.
9. Please provide:
 1. Please show how stormwater runoff will be collected, treated, and attenuated for Lot 2?
 2. Where is the drainage connection point? Please note if connection is on Woodland Blvd. then FDOT Permit is required.
 3. Building finish floor elevation (FFE) must be min. 1-foot above the 100yr-24hr storm Design High Water (DHW) elevation of the stormwater management system.
 4. Storm sewer Hydraulic Grade Line (HGL) must be below the parking lot lowest inlet with minor and major head losses included.

Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The proposed project is an amendment to the existing Woodland Crossings PD. The property lies within the Emerging Gateway Corridor and will be required to meet the landscape standards for the corridor.

The development is consistent with the Comprehensive Plan with an underlying land use designation of BR, Business Retail; the BR designation accommodates a full range of sales and service activities such as the proposed plan.

The proposed development program is consistent with the existing Woodland Crossings PD in that the uses still align with the C-2 zoning designation and maintains the same general character of the surrounding area.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

The rezoning of this property should not impact any environment or natural resources. The subject property is currently vacant and generally clear.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

Subsequent commercial development of the vacant parcel will increase the taxable value of the subject property and allow Lot 2 to be developed similar to what was originally intended.

4. Will the proposed rezoning have an impact upon governmental services?

The proposed use of the property is anticipated to have little to no impact on governmental services.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The proposed amendment to the PD will facilitate site improvements that are consistent with the pattern of nearby land uses and zoning.

6. Was there a mistake in the original classification?

There was no known mistake.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The parcels abutting the subject property are developed and are commercial in nature. To the north is an access easement, and to the west is Lot 1, which is currently vacant and undeveloped. Landscape buffers to the east, along Woodland Blvd. will meet the standards of the Emerging Gateway Corridor, providing a 40' wide landscape buffer. There should be little to no unintended impact to neighboring properties.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

It is not anticipated that there will be any adverse impacts upon public health, safety or welfare as a result of this amendment.

C. CONCLUSION:

The Applicant is proposing to amend the Woodland Crossings Planned Development Agreement and Concept Plan to allow for an automobile service station, including, but not limited to, drive-thru services such as cleaning or detailing. These uses are in-line with current development trends of the area.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the 1st Amendment to the Woodland Crossings PD Agreement and Concept Plan, subject to the applicant addressing the outstanding or additional Technical Review Committee comments and/or Planning Board comments.

UNPLATTED

This survey is made for the benefit of

I hereby certify that this survey, dated OCTOBER 31, 2012

(b) shows that there are no (i) encroachments upon the subject property by improvements on adjacent property, (ii) encroachments on adjacent property, streets, or alleys by any improvements on the subject property, (iii) party walls, (iv) conflicts or protrusions, (v) overlaps or boundary line disputes, or (vi) easements above ground or below ground which are in use and not of record;

(c) shows all required building setback lines on the subject property located as shown thereon

(d) shows adequate ingress to and egress from the subject property is provided by N. WOODLAND BOULEVARD, the same being a paved private road.

(e) meets all requirements for surveyors established by Florida law.

(f) shows that the property is located in a flood plain or a flood prone area, and the flood map number from which this information was obtained; and

(g) shows the legal description hereon, which is identical to the legal description shown on the sketch of the property.

By: LARRY R. EFIRD, Jr

Rec 5823
STATE OF FLORIDA
11/6/2012

DESCRIPTION: (FOR TITLE COMMITMENT FILE NO. 4107004)

LOTS 1, 2, 4, TRACT "A" AND "B", WOODLAND CROSSINGS, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 65, PAGES 112 THRU 116, INCLUSIVE, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTE:

PER TITLE COMMITMENT SCHEDULE B-II ITEM 23

PROGRESS ENERGY CASEMENT (PER O.R. BOOK 6163, PAGE 3163)

A 10 FOOT WIDE EASEMENT AREA DEFINED AS LYING 5 FEET ON EACH SIDE OF GRANTEE'S FACILITIES TO BE INSTALLED AT MUTUALLY AGREEABLE LOCATIONS OVER, ACROSS AND THROUGH THE ABOVE DESCRIBED PROPERTY TO ACCOMMODATE PRESENT AND FUTURE DEVELOPMENT.

NOTE

THIS PLAN AND/OR SKEETCH 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. WHOSOEVER, THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE RECORDS OF THE RECORDING OFFICE. NO ACQUISITION OR DELATIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROMPTED WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND NOT A GUARANTEE. THE FIRM AND THE SURVEYOR DO NOT ASSUME RESPONSIBILITY 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 OR SURVEYOR'S FIRM FOR THE SURVEY DRAWING.

NOTE

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY OR OTHER OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NO INSTRUMENTS OF RECORD REFLECTING THE USE OF A FLORIDA LICENSED SURVEYOR AND MAPPER WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
3. NO IMPROVEMENTS WITHOUT THE SIGNATURE AND DATE OF THE SURVEYOR OR OTHER INTERESTED PARTIES WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN, AND FOR THE REQUEST OF THE CLIENT.
4. ALL FEATURES DESCRIBED IN THIS REPORT WERE IDENTIFIED BY THE SURVEYOR BY THE FOLLOWING:
 - a. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
 - b. WHERE APPROPRIATE, MONUMENT DATIONS, ETC. AND/OR L.S. OR L.S. NUMBERS ARE SHOWN BY THE SURVEYOR.
 - c. WHERE APPROPRIATE, CORNERS, ABOVE, UNDER, AND/OR IN LINE.
 - d. BEARINGS ASSIGNED FROM PLAT, DEED, LEGAL DESCRIPTION.
 - e. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED ARE SHOWN.

CERTIFIED TO:
WOODLAND CROSSINGS, LLC
GILL PROPERTIES (US), INC.
GILL PROPERTIES (US), LP
TD BANK, N.A.
PROVINCIAL TITLE, LLC
FIDELITY NATIONAL TITLE INSURANCE COMPANY
STEPHEN L. SKIPPER, P.L.
AKERMAN SENTERFITT, LLP

REVISED 11/8/12
TO ADD SYMBOL LEGEND

Boundary Surve

Survey Date 10/30/2012	Drawing Number 12-0426-B	Scale 1"=40'
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CERTIFICATIONS ABOVE

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE
CORRECT, TO THE BEST OF MY KNOWLEDGE AND
BELIEF, AND TO BE A TRUE AND CORRECT COPY
OF THE ORIGINAL SURVEY DRAWING.
TECHNICAL SURVEYOR
FLORIDA BOARD OF SURVEYING AND MAPPING
SECTION 40227, FLORIDA STATE
NO. 00000
STATE OF
FLORIDA
LARRY R. EPPERSON
Professional Surveyor No. 5000

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX (386) 740-4155
e-mail: lefird@bellsouth.net
Certificate Of Authorization Licensed Business Number 7230

NOTES, SCHEDULE B EXCEPTIONS

21. OFFICIAL RECORDS BOOK 5881, PAGE 1485, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IS ANNEXING THE SUBJECT PROPERTY INTO THE CITY OF DELAND.

21. OFFICIAL RECORDS BOOK 6042, PAGE 3543, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, PERTAINS TO RIGHT OF WAY OF VOLLEWOOD ROAD AND IS NOTED ON SURVEY.

22. OFFICIAL RECORDS BOOK 6042, PAGE 3000, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IS THE ZONING CHANGE TO PD.

23. PROGRESS EASEMENT (FROM C.R. BOOK 6163, PAGE 3187) A 10 FOOT MEAD EASEMENT AREA PRESENT AS LYING 5 FEET ON EACH SIDE OF GRANITE'S FACILITIES TO BE INSTALLED AT MUTUALLY AGREABLE LOCATIONS OTHER AND THROUGHOUT THE ABOVE DESCRIBED PROPERTY TO ACCOMMODATE PRESENT AND FUTURE DEVELOPMENT.

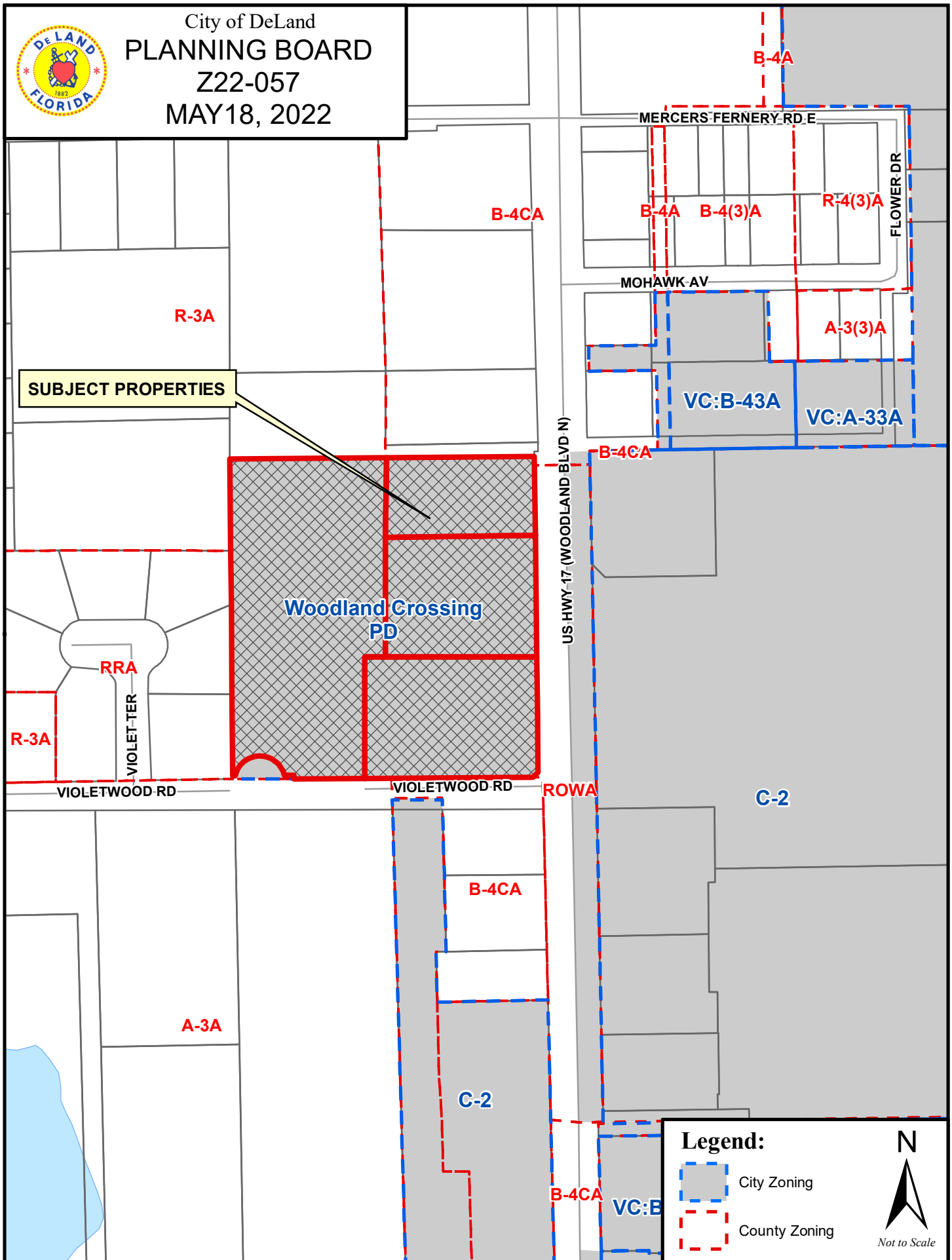
24. OFFICIAL RECORDS BOOK 6163, PAGE 3188, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

24. OFFICIAL RECORDS BOOK 6208, PAGE 329, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, PERTAINS TO DRAINAGE EASEMENTS AND ARE SHOWN ON SURVEY.

25. MATTERS CONTAINED ON THE PLAN OF WOLFELOAN CENSUSING, RECORDED IN PLAT BOOK 50, PAGES 112 THROUGH 116, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ARE SHOWN.

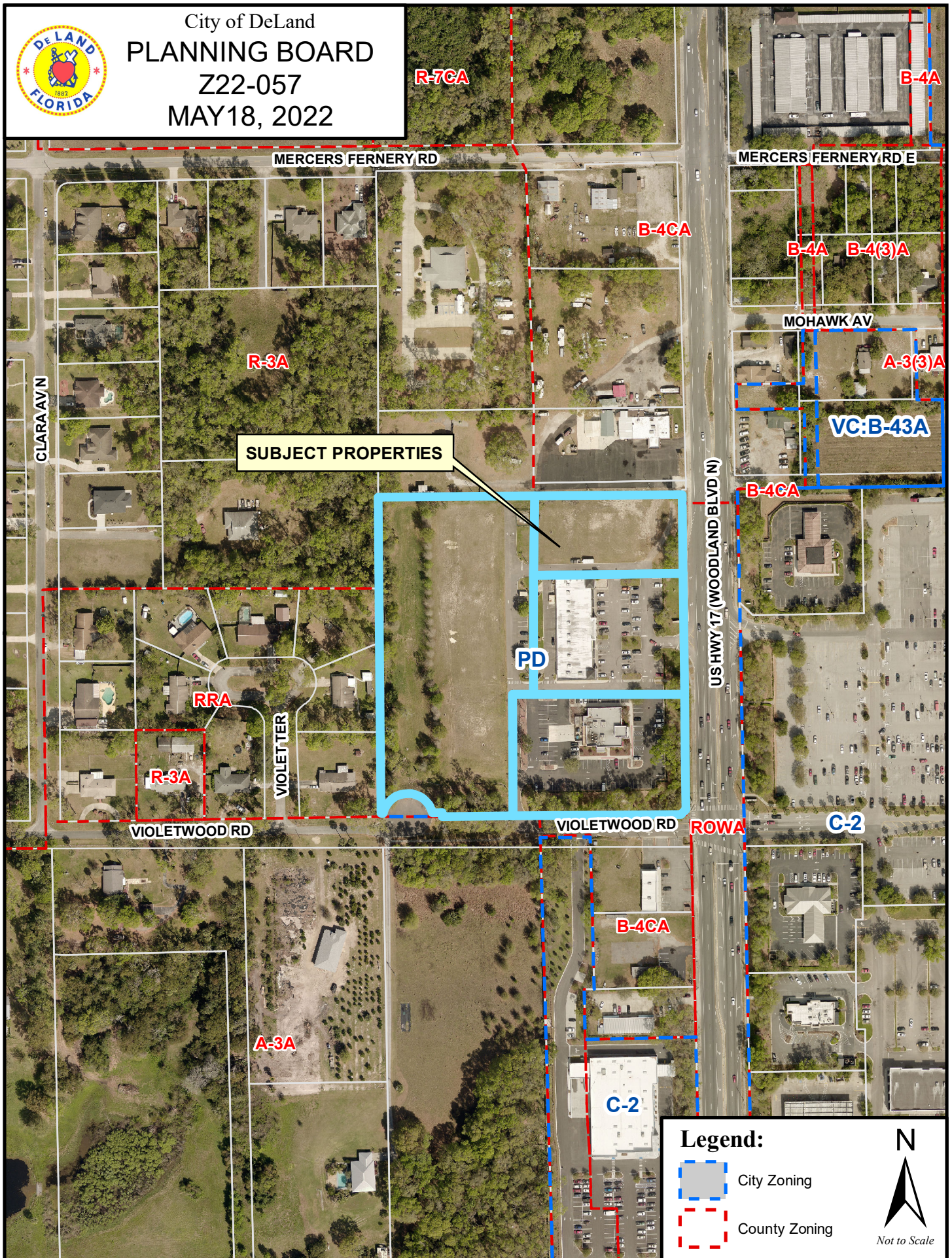


City of DeLand
PLANNING BOARD
Z22-057
MAY18, 2022





City of DeLand
PLANNING BOARD
Z22-057
MAY18, 2022



CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Second Reading of Ordinance No. 2022-12, Changing the Zoning of a 10,000 Square Feet Parcel off of Clara Avenue from R-1A to C-2A, Downtown Commercial and to be Combined with the Putnam Parcel, Located at 225 West New York Avenue, "Putnam Hotel ."(First Reading 06/20/2022).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-12 , Exhibit A, Z22-070 Staff Report 125 N. Clara - Putnam , Z22-070 Zoning and Location Map, Z22-070 Aerial

APPROVED BY: Michael Pleus, City Manager, July 13, 2022

SUMMARY/HIGHLIGHT:

At the June 20, 2022 meeting, the City Commission approved on first reading of the Ordinance to rezone 10,000 square feet from R-1A to C-2A, Downtown Commercial to be combined with the main Putnam Hotel parcel, located at 225 W. New York Ave. The subject property is currently designated Downtown Commercial on the Future Land Use map, making this request consistent with the Comprehensive Plan. The applicant, Axia Putnam LLC, is in the process of renovating the Putnam Hotel into apartment units. In order to meet the parking requirements for the site, the rear portion of the adjacent property located at 125 N. Clara was purchased to be added onto the Putnam site located at 225 W. New York Avenue. The original property totals 0.5 acres and a 100' x 100' portion of the site (10,000 square feet) has been carved off from the residential property and purchased for use with the Putnam parcel and will be used for additional parking spaces.

At the May 18, 2022 Planning Board meeting, they recommended the rezoning to C-2A be approved by the City Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles:
Strategies: Redevelopment
Action Steps:
1. Pursue downtown residential redevelopment.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the rezoning ordinance to C-2A, Downtown Commercial be approved on second reading.

BACKGROUND/DISCUSSION:

Refer to staff report.

ORDINANCE NO. 2022 - 12

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM R-1A, SINGLE FAMILY RESIDENTIAL TO C-2A, DOWNTOWN COMMERCIAL ON PROPERTY LOCATED AT NORTH CLARA AVENUE; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at N. Clara Avenue and more particularly described in the attached Exhibit “A”, is currently zoned as R-1A, Single Family Residential, pursuant to City of DeLand’s Zoning Ordinances; and

WHEREAS, the property currently has a Land Use Designation of Downtown Commercial pursuant to the City of DeLand’s Land Use Plan; and

WHEREAS, a proper and complete application has been received requesting that the zoning be changed to C-2A, Downtown Commercial; and

WHEREAS, the C-2A, Downtown Commercial zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

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

Section 1. The City Commission has held a public hearing on the application for a change of zoning from R-1A, Single Family Residential to C-2A, Downtown Commercial zoning designation, on the following described property:

See legal description attached hereto as Exhibit “A”

Tax Parcel Identification No. 700962000087

Section 2. The City Commission hereby finds that the C-2A, Downtown Commercial zoning designation is consistent with the property’s Downtown Commercial future land use designation.

Section 3. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from R-1A, Single Family Residential to C-2A, Commercial zoning designation on the parcel described in Section 1.

Section 4. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 5. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

Section 6. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 7. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 18th day of July, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: June 20, 2022
Adopted on second reading: July 18, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"

PARENT PARCEL: THE SOUTH 100 FEET OF THE WEST 237.5 FEET OF LOT 8, ASSESSOR'S SUBDIVISION OF BLOCK 1, ROGER'S DELAND, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 16, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (NOTE: MAP BOOK 16, PAGE 40 WAS FORMERLY NUMBERED AS MAP BOOK 3, PAGE 48)

CONTAINS: 23,640 SQUARE FEET OR 0.5427 ACRES MORE OR LESS.

PARCEL A: THE SOUTH 100 FEET OF THE WEST 237.5 FEET OF LOT 8, ASSESSOR'S SUBDIVISION OF BLOCK 1, ROGER'S DELAND, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 16, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS THE EAST 100.00 FEET THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 1; RUN THENCE S89°44'45"W, ALONG THE SOUTH LINE OF SAID LOT 8, BLOCK 1, A DISTANCE OF 100.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°44'45"W, ALONG SAID SOUTH LINE, A DISTANCE OF 136.50 FEET TO THE EAST RIGHT OF WAY LINE OF CLARA AVENUE; THENCE N00°39'16"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF THE SOUTH 100 FEET OF SAID LOT 8; THENCE N89°44'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 136.31 FEET; THENCE S00°45'34"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 13,640 SQUARE FEET OR 0.3131 ACRES MORE OR LESS.

PARCEL B: THE EAST 100.00 FEET OF THE SOUTH 100 FEET OF THE WEST 237.5 FEET OF LOT 8, ASSESSOR'S SUBDIVISION OF BLOCK 1, ROGER'S DELAND, ACCORDING TO THE MAP THEREOF RECORDED IN MAP BOOK 16, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 8, BLOCK 1; RUN THENCE S89°44'45"W, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 100.00 FEET; THENCE N00°45'34"W A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF THE SOUTH 100 FEET OF SAID LOT 8; THENCE N89°44'45"E ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF SAID LOT 8; THENCE S00°45'34"E, ALONG SAID EAST LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,000 SQUARE FEET OR 0.2296 ACRES MORE OR LESS.

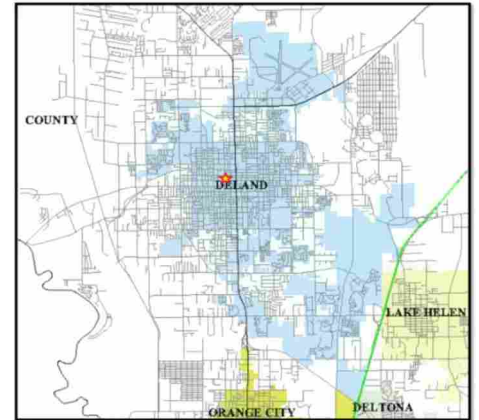
PARCEL C: LOT 9, ASSESSOR'S SUBDIVISION OF BLOCK 1, ROGER'S DELAND, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 48, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

CONTAINS 61,214 SQUARE FEET OR 1.4053 ACRES MORE OR LESS.

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

May 18, 2022

- A. APPLICATION NO.:** Z22-070 Putnam Renovation
- APPLICANT:** Peter King, Axia Putnam LLC
- REQUEST:** The applicant is requesting to amend the zoning of property located at 125 N. Clara Ave.
From: R-1A (Single-Family Residential)
To: C-2A (Downtown Commercial)



APPLICABLE ORDINANCES:

Article XII

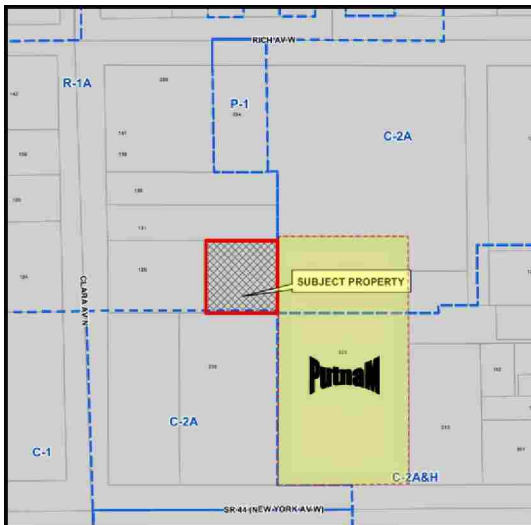
ADMINISTRATION AND ENFORCEMENT

Sec. 33-135 – Procedure for text amendments and rezoning

Location: 225 W. New York Ave.
Parcel Size: 0.23 ± acres (10,000 sq. ft.)
Existing Use: Vacant residential

B. ANALYSIS:

The Putnam Hotel is in the process of being renovated into apartment units. In order to meet the parking requirements for the site, the rear portion of the adjacent property located at 125 N. Clara was purchased to be added onto the Putnam site located at 225 W. New York Avenue. The original property totaled 0.5 acres and a 100' x 100' portion of the site (10,000 square feet) has been carved off from the residential property and purchased for use by the Putnam.



The residential property has a designation of R-1A and the Putnam is zoned C-2A (Downtown Commercial). In order to create consistency for the parcels, the newly acquired portion is to be rezoned by this request. The proposed use of the property will be for parking purposes. The city previously amended the future land use map to the Downtown Commercial land use designation and this rezone would create consistency for the property.

Section 33-135 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 existing zoning designation is described as follows:

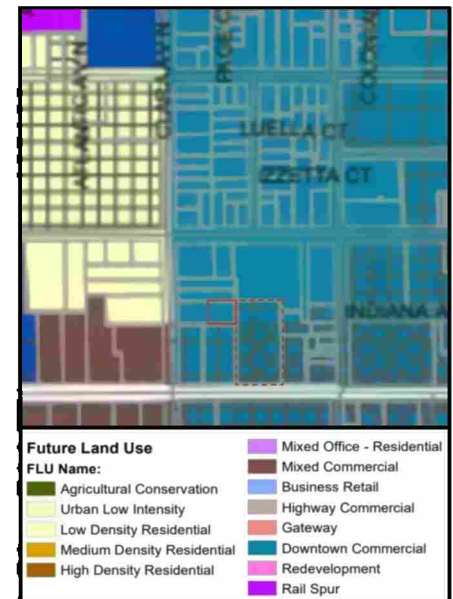
33-17.031. R-1A—Single-Family Dwelling District.

- (a) *Statement of intent.* The purpose and intent of the R-1A Single-Family Residential District is to provide low density residential neighborhoods in an urban setting with less stringent development standards than the R-1AA district.

The proposed zoning designation is described as follows:

33-17.17. C-2A—Downtown Commercial District.

- (a) *Statement of intent.* The purpose of this zoning district is to provide for residential, retail, and service needs of the Central Business District (CBD). The list of permitted uses contains those land uses that are oriented to the downtown area.



This property has a Downtown Commercial land use designation. The proposed zoning designation is consistent with the existing land use.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

Rezoning of the property will only amend the permitted uses of the property and create consistency between the land use and zoning designations. It will not impact the environment or natural resources.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The property is vacant and as a former residential property has contributed to the tax base. The rezoning action will have no impact upon the economy and the property will continue to add to the tax base as a new addition to the Putnam site.

4. Will the proposed rezoning have an impact upon governmental services?

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are required because of the rezoning action. The property is proposed to be used for parking for the apartments that will be developed on the Putnam site.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The redevelopment of the Putnam has created the necessity for additional space to accommodate the anticipated use of the nearby Putnam property as apartments. This action supports those changes.

6. Was there a mistake in the original classification?

The property had a residential land use designation at some point prior to the amendment to the Downtown Commercial category. The Downtown Commercial designation allows multi-family residential units.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed rezoning will remove the property from the single-family residential use category but that will only impact the adjacent parcel from which this has been carved off. There is anticipated to be no adverse impact to the larger area. The property to the south is the Volusia County's Records storage building and property to the north (131 N. Clara Ave.) is listed as a single-family use. Buffers will be required between the uses at the site plan stage.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

The rezone request will not adversely impact health, safety or welfare.

C. CONCLUSION:

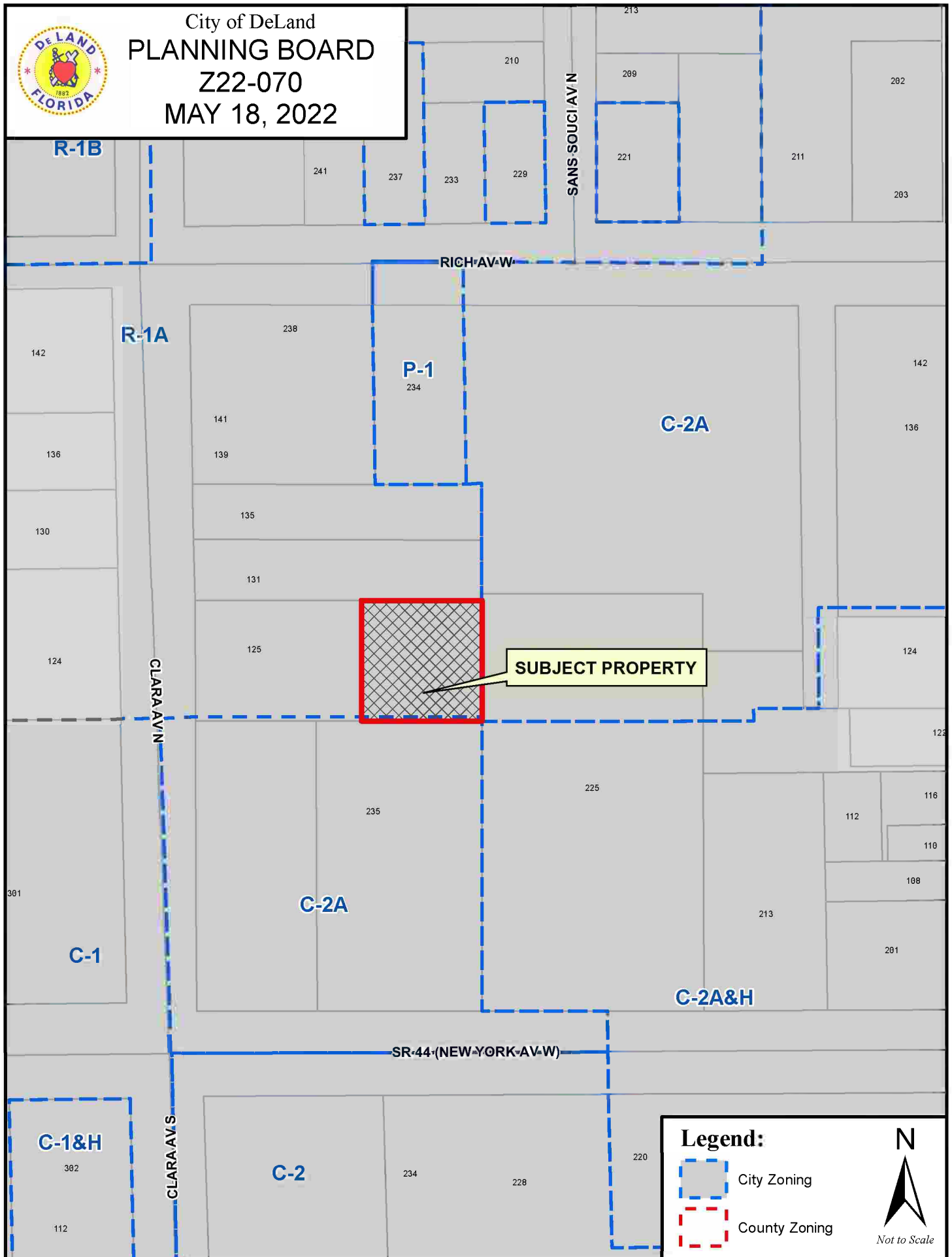
This rezoning request will bring the property into compliance with the land use designation and enable the Putnam to use the property for its intended purpose - parking.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request. *(The City Commission will address the proposed rezoning for first reading at 7 p.m., June 20 2022.)*



City of DeLand
PLANNING BOARD
Z22-070
MAY 18, 2022



Legend:

- City Zoning
- County Zoning





City of DeLand
PLANNING BOARD
Z22-070
MAY 18, 2022



Legend:

-  City Zoning
-  County Zoning



CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: First Reading of Ordinance Changing the Land Use for Approximately 14.57 Acres of Property, Located on North Spring Garden Avenue, South of Clear Lake Drive, from Mixed Office-Residential to High Density Residential.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, SMLU22-074 Staff Report, SMLU22-074 Current Land Use Map, SMLU22-074 Proposed Land Use Map, SMLU22-074 Aerial Map, SMLU22-074 Zoning Map, Survey

APPROVED BY: Michael Pleus, City Manager, July 13, 2022

SUMMARY/HIGHLIGHT:

A request to amend the land use designation from Mixed Office-Residential (MOR) to High Density Residential (HDR) for approximately 14.57 acres of property located on N. Spring Garden Ave., south of Clear Lake Rd. The applicant is proposing to construct a multi-family residential project. The subject property is part of the Cascades Planned Development. The requested land use designation of High Density Residential will allow a maximum density of 16 dwelling units per acre. The land use amendment will increase the maximum residential units permitted, but will eliminate the possibility of more intense commercial uses, such as office use. The applicant has also applied for a PD rezoning to create a multi-family development (Z22-046) that will also be heard on this agenda.

At the June 15, 2022 meeting, the Planning Board unanimously recommended approval of the land use amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principals

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property, and inclusion of the new units onto the City's tax rolls will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the land use amendment of this property from Mixed Office-Residential to High Density Residential on first reading and direct staff to transmit the amendment to the Volusia Growth Management Commission. The second reading should be delayed until the application is reviewed by the Volusia Growth Management Commission.

BACKGROUND/DISCUSSION:

The applicant is proposing to construct a multi-family residential project. The requested land use designation of High Density Residential will allow a maximum density of 16 dwelling units per acre. The land use amendment will increase the maximum residential units permitted, but will eliminate the possibility of more intense commercial uses, such as office use. The Mixed Office-Residential designation allows for a maximum density of 5.8 dwelling units per acre. On 14.57 acres, the property could yield no more than 85 dwelling units. Alternatively, the proposed High Density Residential designation allows for a maximum density of 16 dwelling units per acre. If the proposed land use is approved, the property could theoretically develop up to 233 dwelling units. Per the City's Comprehensive Plan, the High Density Residential land use is intended to act as a buffer between lower density uses and nonresidential uses.

Developments with higher densities should be located in proximity to major transportation facilities and utility lines. The adjacent land uses surrounding the subject property include Highway Commercial, which has a maximum density of 16 dwelling units per acre; Low Density Residential, which has a maximum density of 5.8 dwelling units per acre (the same density as the existing land use); and High Density Residential, the same as what is being proposed for this project.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTIES LOCATED SOUTHEAST OF THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; FROM MIXED OFFICE-RESIDENTIAL FUTURE LAND USE DESIGNATION TO HIGH 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 is a land use of 50 acres or less; and
2. The cumulative effect of the above condition does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designations of approximately 14.57 +/- acres of land located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue from Mixed Office – Residential future land use designation to High 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), for the purpose of transmitting the proposed Comprehensive Plan amendment to the Volusia Growth Management Commission and the Florida Department of Economic Opportunity.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcels of land located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue; consisting of approximately 14.57 +/- acres of land from Mixed Office – Residential Future Land Use

designation to Mixed Commercial Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

Section 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of $17^{\circ} 31' 31''$ and a chord bearing and distance of North $63^{\circ} 34' 20''$ East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South $35^{\circ} 11' 25''$ East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North $88^{\circ} 18' 35''$ East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South $01^{\circ} 39' 44''$ East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South $89^{\circ} 15' 51''$ West along this South line a distance of 505.56 feet to the Point of Beginning.

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

June 15, 2022

A. APPLICATION NO.: SMLU22-074

APPLICANT: Steven Campisi, Evans Engineering
United Shares Real Estate LLC (owner)

REQUEST: To amend the future land use designation of 4 parcels located on N. Spring Garden Ave., from Mixed Office-Residential to High Density Residential

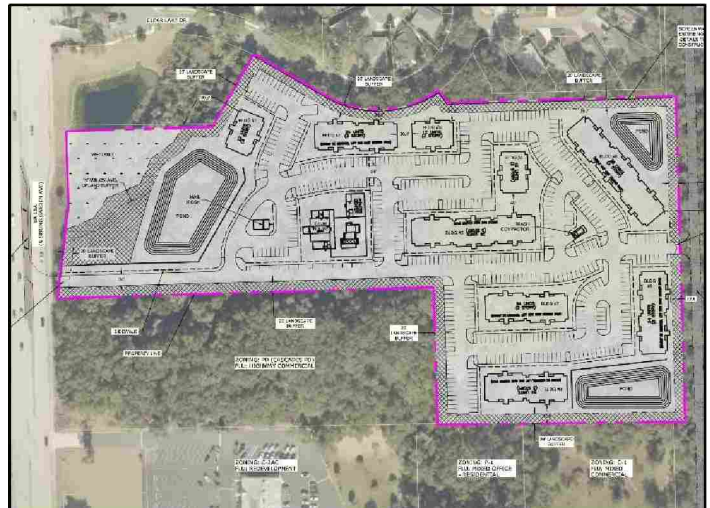
B. SITE FACTORS:

Location: Southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave.
Parcel ID #: 7005-00-00-012A; 7005-00-00-012B; 7005-00-00-0124; 7005-00-00-0125
Parcel Size: ± 14.57 acres
Land Use: Mixed Office – Residential
Existing Use: Residential/vacant land

	SURROUNDING USE:
North:	Low Density Residential
South:	Highway Commercial; Mixed Office - Residential
East:	Low Density Residential/Community Health Overlay
West:	ROW (Spring Garden Ave.)/ High Density Residential

C. REQUESTED ACTION & HISTORY:

1. REQUEST: The applicant is requesting the future land use designation be amended for four parcels, located on the east side of N. Spring Garden Ave., north of W. Plymouth Ave. and south of Clear Lake Dr., from Mixed Office – Residential (MOR), to High Density Residential (HDR). All four of the subject parcels are vacant and heavily wooded. The applicant is proposing a 204-unit apartment complex and desires to connect to city utilities, which are available.



The Mixed Office-Residential designation allows for a maximum density of 5.8 dwelling units per acre. On 14.57 acres, the property could yield no more than 85 dwelling units. Alternatively, the proposed High Density Residential designation allows for a maximum density of 16 dwelling units per acre. If the proposed land use is approved, the property could theoretically develop up to 233 dwelling units. Per the City's Comprehensive Plan, the High Density Residential land use is intended to act as a buffer between lower density uses and nonresidential uses. Developments with higher densities should be located in proximity to major transportation facilities and utility lines.

The adjacent land uses surrounding the subject property include Highway Commercial, which has a maximum density of 16 dwelling units per acre; Low Density Residential which has a maximum density of 5.8 dwelling units per acre (the same density as the existing land use); and High Density Residential, the same as what is being proposed for this project.

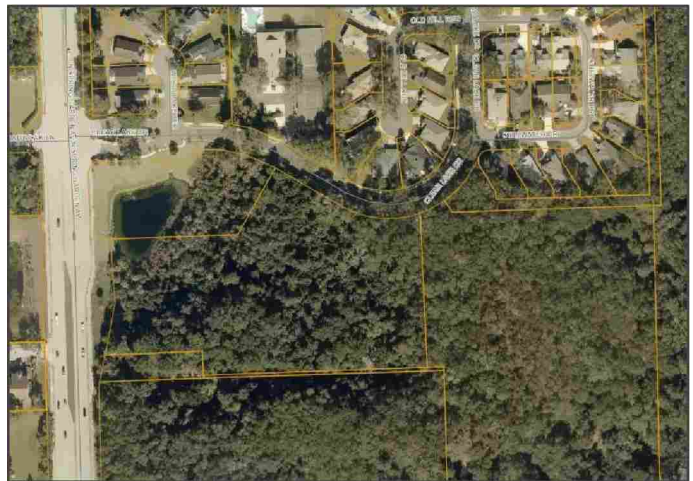
The Applicant is requesting a rezoning of the property from The Cascades PD to Pointe Grand Apartments PD. (Z22-046)

2. CHRONOLOGY OF PAST EVENTS: On June 15, 1987, The Cascades PD was adopted. The development plan included five phases, allocating uses such as single-family residential, fee-simple townhomes, multi-family units, an assisted lifecare facility (ALF), and office uses. As of current, the single-family residential Phases I & II are complete. Phases III, IV and V have remained undeveloped.

D. ALTERNATIVES & ANALYSIS:

The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, potential impacts on the transportation system, and any significant adverse environmental impacts.

1. Availability of Public Facilities (water, sewer, solid waste, drainage, traffic, recreation, and schools if residential):



The City's Utilities Department states that there is an 8" water main located on N. Spring Garden Ave., along the frontage; a 4" force sewer main is also located along the frontage of N. Spring Garden Ave. Water and sewer adequacy will depend on future use/demand.

A Projected Trip Generation Report submitted by the applicant shows an average daily trip count of **1,383** trips; because the trips exceed the 1,000-trip threshold, the applicant will be required to submit a Traffic Impact Analysis.

The change in designation will not generate a new demand for recreation.

Volusia County provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.

The City can provide an adequate LOS of Fire/Rescue service.

The City can provide an adequate LOS of Police service.

2. **Compatibility with Land Use and Other Elements:** The Future Land Use element requires that the subject property be consistent with surrounding development. The general area is a mix of single and multi-family residential and commercial development. A project of this type would be compatible with the other developments in the surrounding area and within close proximity to a major corridor.
3. **Future Land Use Map:** The change in land use designation to High Density Residential will be shown on the revised Future Land Use Map, if approved.
4. **Location of Lakes, Floodplains, and Wetlands:** The property slopes to the northwest, towards a depression area which will require a permit from SJRWMD; a 25' minimum buffer from any wetlands on the property is required. According to Volusia County's interactive map, the property is located outside of the 100-year floodplain.
5. **Analysis of Natural Resources:**
 - a. *Soil types:*
 - Astatula-Fine Sand, 0-8% slope
 - Apopka Fine Sand, 0-5% slope
 - b. *Presence of Endangered Species:*
 - None known of at this time; however, the applicant will be required to submit an environmental report prior to construction.
6. **Existing and Future Impact upon Infrastructure Capacity:**
 - a. *Water* – The City's Utility Department indicates sufficient water supply is available for the proposed use.
 - b. *Sewer* – The City's Utility Department has indicated sufficient existing capacity.
 - c. *Drainage* – The City adheres to the County's 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture will be addressed on-site.
 - d. *Solid Waste* – Solid waste services are available for the property.

- e. *Transportation* – In order to estimate traffic generation by development on the subject property, Staff must make theoretical projections based on the **most intense** uses that are allowed under the existing future land use designation versus the proposed future land use designation.

Staff estimates that development of the 14.57 acres of property under the existing land use designation (MOR), at its **maximum residential density** of 5.8 dwelling units per acre, would generate **592** calculated trips per day at build-out, according to Trip Generation by the Institute of Transportation Engineers. Alternatively, if developed as a **commercial use**, Mixed Office – Residential allows a maximum building square footage of 10,000 square feet per acre, equating to approximately **145,700 square feet** of commercial space. The commercial space would potentially generate **1,604** calculated trips per day at build-out. It is then determined that the **most intense** development that could occur under the existing land use (MOR) is based on the commercial square footage.

Theoretical adoption of the High Density Residential land use designation for 14.57 acres of property, at its **maximum residential density** of 16 dwelling units per acre, would generate **1,624** calculated trips per day at build-out. Therefore, the requested land use amendment could result in an increase of **+20** trips per day.

This area of N. Spring Garden Ave./between Plymouth Ave. and International Speedway Blvd., has a current Daily LOS of “C” per 2018 Volusia County Traffic Counts, and has an Allowable LOS of “D”.

- f. *Fire/Rescue Service* - The Fire Department states that adequate fire protection can be provided and response time is under 5 minutes.
- g. *Police Service* - The Police Department states that adequate police protection can be provided and response time is approximately 5 minutes.
7. **Impact upon Recreation and Open Space:** Per the City’s Capital Improvement Element, park facilities shall be provided at a rate of 7 acres per 1,000 residents. If approved for a land use amendment to High Density Residential, with a **maximum** of 233 new dwelling units (with the most intense scenario), anticipated population would be no more than **382** additional citizens; therefore, a need for new recreation areas is not expected.
8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
9. **Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any development on this site will be required to manage its own stormwater.
10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program.

11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.
12. **Compatibility with Existing Zoning Classification:** The existing zoning classification will be amended upon approval of the land use amendment to a classification permitted by the new land use designation.
13. **Will the proposed land use change impact schools?** The Volusia County School Board must review the applicant's concurrency application and issue a finding of adequate school capacity for this project.
14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**
 - a. Located in Urban Core (Category 2) – i.e. “where the majority of the new, higher intensity growth will take place.” – *Consistent*
 - b. DeLand 2050 Land Use Guidelines:
 3. “Concentrate development at the core of the city or at transit oriented sites and corridors. The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.” – *Consistent*

E. CONCLUSION: The Applicant is proposing an amendment to the future land use designation, with the intention of developing the subject property as multi-family residential. The proposed designation is acceptable as presented and is consistent with the development pattern of the surrounding area.

F. STAFF RECOMMENDATION: Staff recommends approval to amending the subject property's future land use designation to High 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	Future Land Use	Proposed Future Land Use	Net Change
	(Theoretical Maximum)		
Dwelling Units	85	233	+148
Non-residential (commercial)	145,700 SF	0	-145,700 SF
1. Population	219	601	+382
2. P.M. Peak Hour Trips/Daily Trips (residential) (commercial)	(82/592) res. (217/1,604) com.	(226/1,624) res. (0/0) com.	(+144/+1,032) res. (-217/-1,604) com.
3. Sanitary Sewer (gallons per day)	17,000/14,500	46,600/0	+29,600/-14,500
4. Potable Water (gallons per day)	25,500/14,500	69,900/0	+44,400/-14,500
5. Solid Waste (pounds per person)	703/6,346	1,929/0	+1,226/-6,346
6. Stormwater Drainage	TBD	TBD	TBD
7. Rec. & Open Space (per person)	1.53	4.21	+2.68

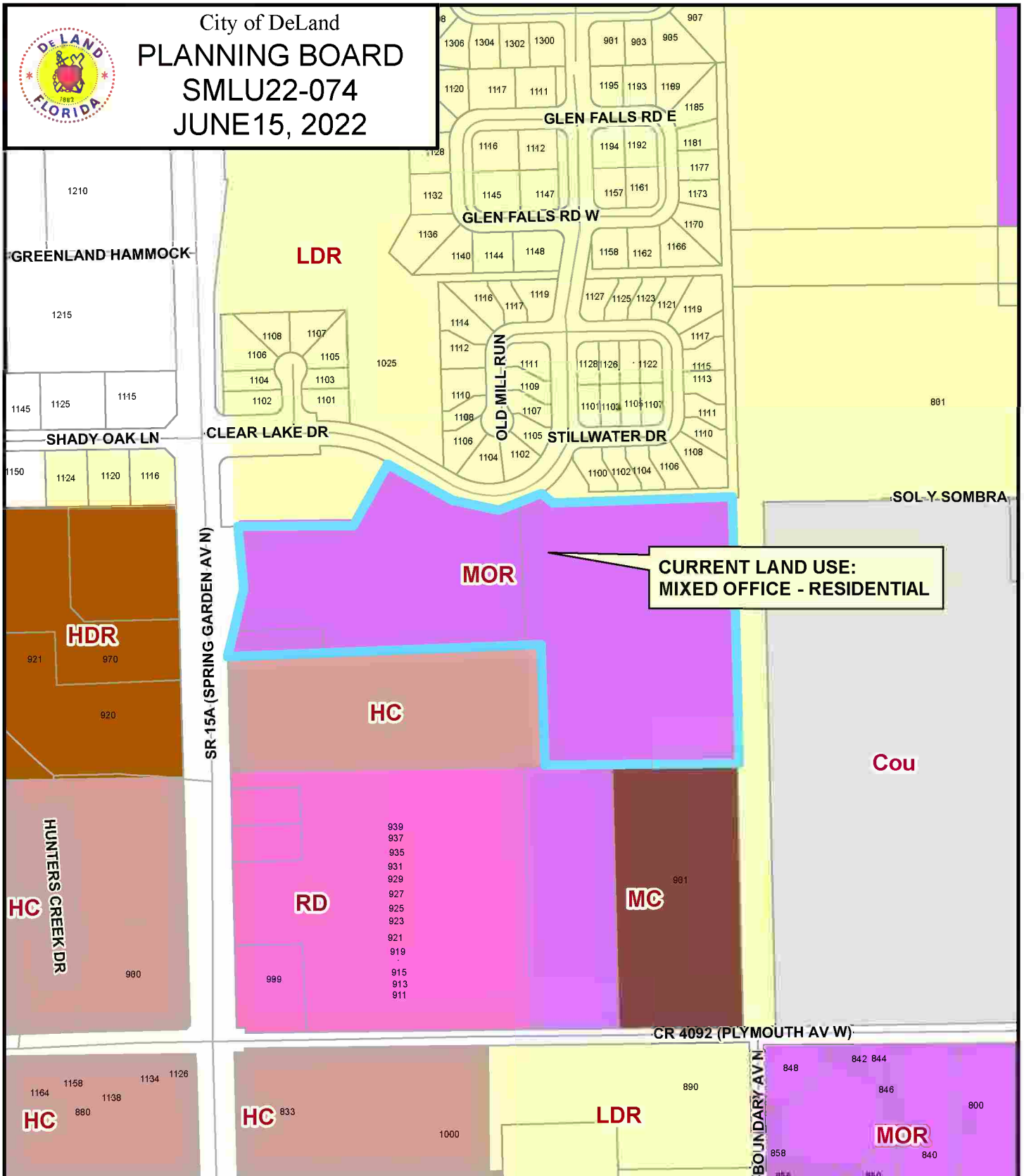
Notes:

1. Population: 2.58 persons per household (per 2010 Census)
2. Transportation: ITE Trip Generation Manual, 8th Edition:
0.97 PM peak hour trips/DU; and 6.97 daily trips/DU;
1.49 PM peak hour trips/1,000 SF office space; and 11.01 daily trips/1,000 SF office.
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review.
7. Rec. & Open Space: 7 acres per 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.



City of DeLand
PLANNING BOARD
SMLU22-074
JUNE 15, 2022



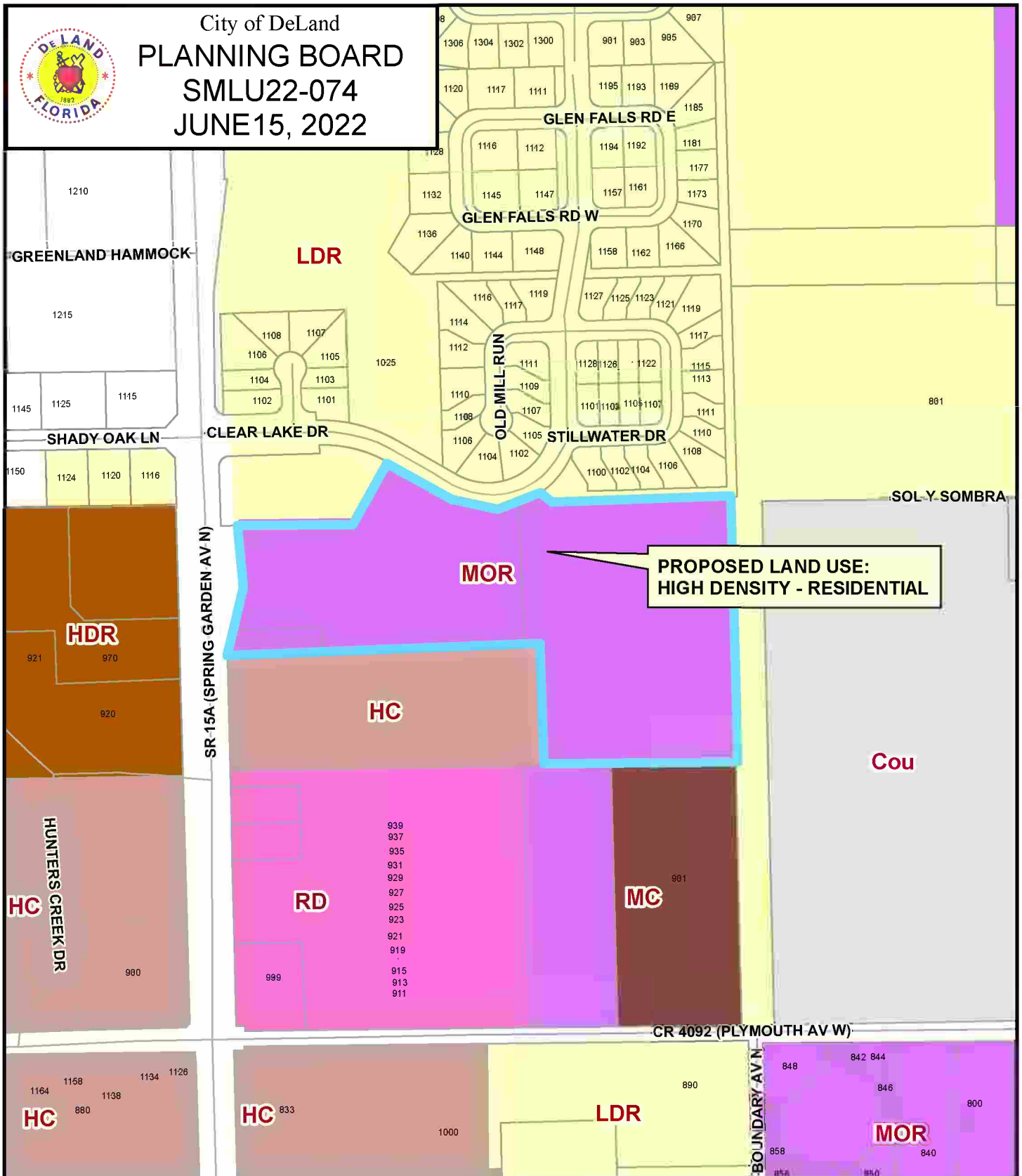
DeLand Future Land Use:

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





City of DeLand
PLANNING BOARD
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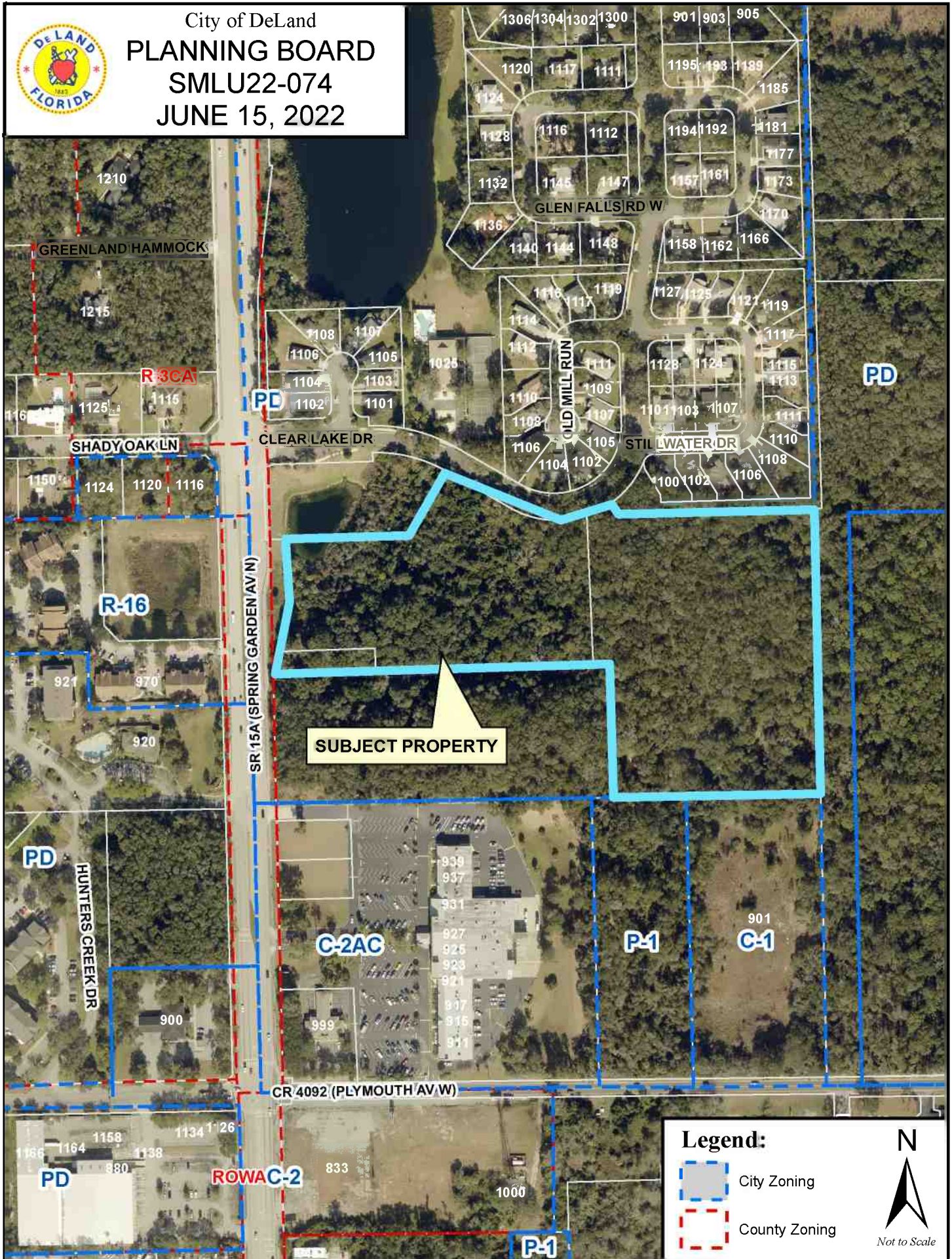
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Agricultural Conservation	Educational	Downtown Commercial	New Community Development
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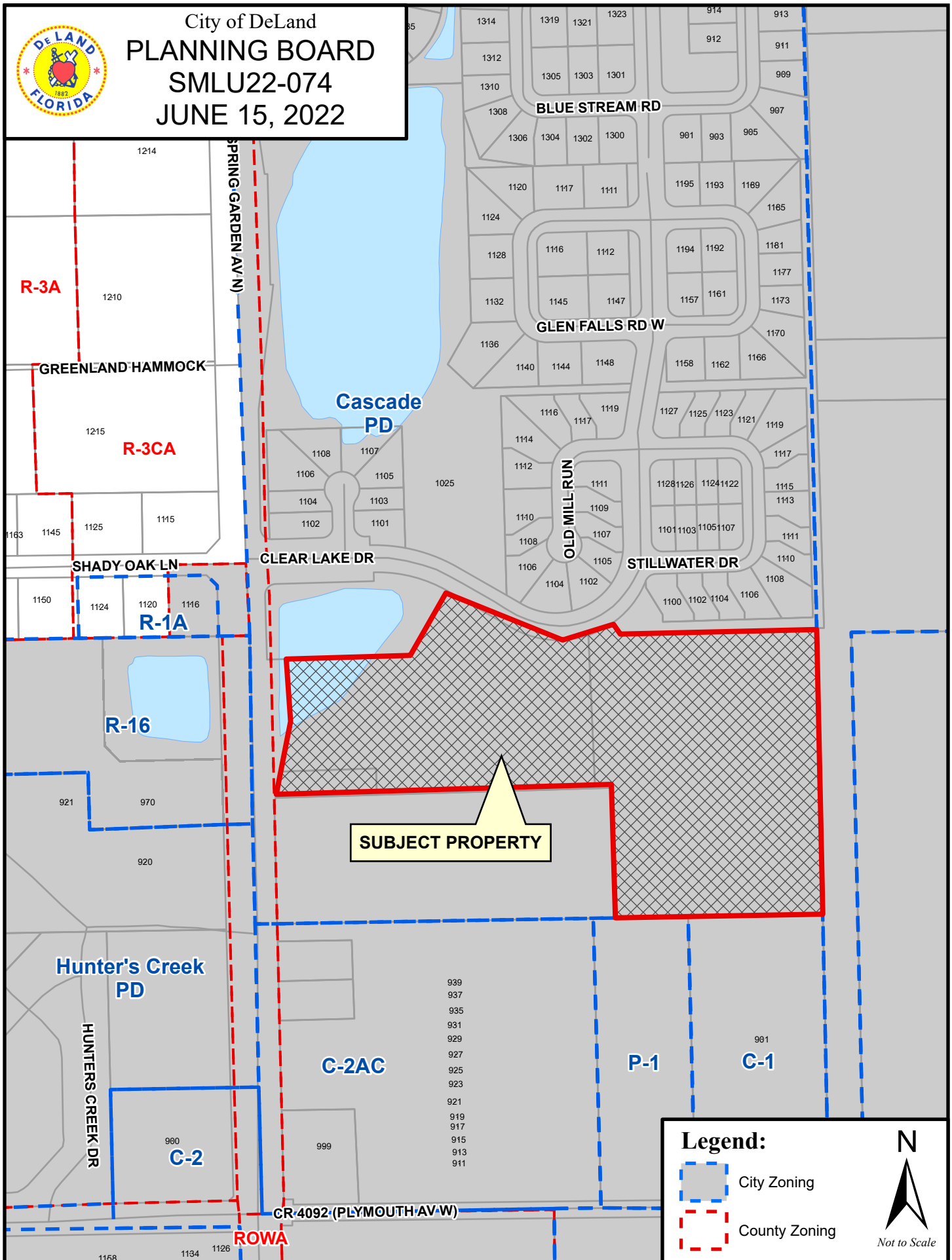


City of DeLand
PLANNING BOARD
SMLU22-074
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City of DeLand
PLANNING BOARD
SMLU22-074
JUNE 15, 2022



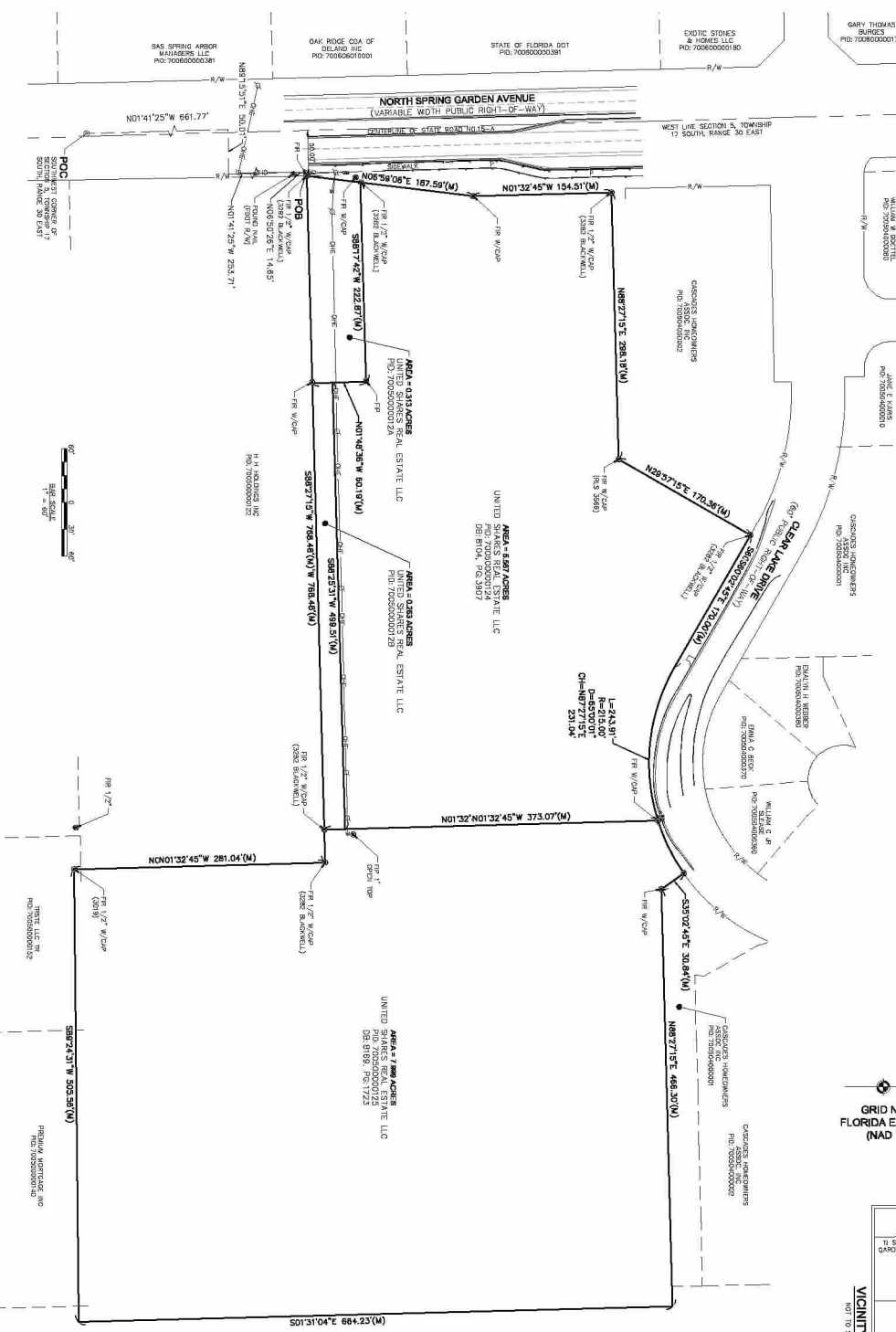
Legend:

- City Zoning
- County Zoning



HORIZONTAL: GRID NORTH, NADES, FLORIDA STATE PLAINES, EAST ZONE
(NORTH AMERICAN DATUM OF 1983) (PT 1)
US SURVEY FOOT, CHASSIE COUNTY, FLORIDA
VERTICAL: NADES (NORTH AMERICAN VERTICAL DATUM OF 1985)
GRIDLINE COORDINATE

BY GEOMATIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 171272488H, WHICH REQUIRES AN EFFECTIVE DATE OF 2/19/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.



VICINITY MAP

N SPRING GARDEN AVE

N STOREY ST

W PLOWMAN AVE

WOODLAWN BLVD

N AMELIA AVE

INTERNATIONAL SPEEDWAY BLVD

SITE

North arrow pointing right.

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: First Reading of Ordinance Changing the Zoning from The Cascades PD to Pointe Grand Apartments PD to Develop a Multi-Family Residential Project, on Approximately 14.57 Acres of Property, Located on North Spring Garden Avenue, South of Clear Lake Drive.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A - Legal Description, Exhibit B-PD Agreement, Exhibit A - Legal Description, Exhibit B - Concept Plan, Staff Report - Pointe Grand Apartments PD, Z22-046 Zoning Map, Z22-046 Aerial Map, Survey

APPROVED BY: Michael Pleus, City Manager, July 13, 2022

SUMMARY/HIGHLIGHT:

First reading of the Ordinance requesting to change the zoning from The Cascades PD to Pointe Grand Apartments PD to allow for a 204-unit apartment complex. The original Cascades PD was adopted on June 15, 1987. The development plan included five phases, allocating uses such as single-family residential, fee-simple townhomes, multi-family units, an assisted lifecare facility (ALF) and office uses. Currently, only the single-family residential Phases I & II are complete. There will be one phase remaining (Phase IV - 128 unit Assisted Lifecare Facility) once this proposal is completed.

At the June 15, 2022 meeting, the Planning Board recommended approval with the following comments:

1. Consideration of an elevator for all buildings over two stories to address disability concerns; and
2. Remove reference to internal roadway in the development agreement.

Prior to second reading, the applicant will revise the development agreement to address comments from the Planning Board and any additional conditions requested by the City Commission. The applicant has also petitioned for a land use amendment (SMLU22-074).

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's strategic plan under Strategic Focus Area: Preparing for the Future/Sustainability Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future. The need for additional housing units throughout our region, as well as nationally, has become evident. This action is a step toward the City working to meet the housing needs of citizens in this region.

SUSTAINABILITY:

Amending the zoning designation of this property and outlining the development parameters will permit its development for multi-family 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 new units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property on first reading from The Cascades PD to Pointe Grand Apartments PD. Second reading should be delayed until the corresponding land use amendment is adopted (SMLU22-074).

BACKGROUND/DISCUSSION:

The applicant is proposing to construct a multi-family residential project consisting of 204 apartment units. As currently designated, the two parcels for which the rezoning designations are sought will be combined to create a single property which will eventually be developed as the Pointe Grand Apartments. The applicant has applied for a concurrent land use amendment to be consistent with the higher density needed (SMLU22-074).

Summary of Development:

- The project will be developed in one phase.
- 204 apartment units with an amenity center and walking trails
- Max. Height: 3 stories/45'
- Max. Density: 16du/ac
- Max. Impervious surface coverage: 50%
- Parking: 2+ bedroom units = 2 spaces per unit; visitor parking = .5 spaces per unit
- Total parking required: 510; Total parking provided: 518
- Access shall be provided from N. Spring Garden Avenue.
- Emergency access, or a full main access point for the project, may be provided from/to the project by S. Plymouth Avenue and shall be stabilized, as further illustrated on the PD Concept Plan.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING DESIGNATION FROM CASCADES PD, PLANNED DEVELOPMENT TO POINTE GRAND APARTMENTS PD, PLANNED DEVELOPMENT; ON PROPERTY LOCATED SOUTHEAST OF THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.57 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Nick Everly, on behalf of the owner, United Shares Real Estate, LLC, (hereinafter referred to as “Applicant”), the owner of approximately 14.57 +/- acres of land located southeast of the intersection of Clear Lake Road and Spring Garden Avenue, which is more particularly described in the legal description attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Cascades PD, Planned Development to Pointe Grand Apartments, PD, Planned Development; and

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

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

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

WHEREAS, the proposed development plan is consistent with the High Density Residential land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning designation from Cascades PD, Planned Development to Pointe Grand Apartments, PD, Planned Development, on property located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit “A” as Pointe Grand Apartments, PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Pointe Grand Apartments, PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit “B” and by this reference made a part hereof.

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

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

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City’s Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of $17^{\circ} 31' 31''$ and a chord bearing and distance of North $63^{\circ} 34' 20''$ East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South $35^{\circ} 11' 25''$ East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North $88^{\circ} 18' 35''$ East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South $01^{\circ} 39' 44''$ East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South $89^{\circ} 15' 51''$ West along this South line a distance of 505.56 feet to the Point of Beginning.

PD PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE:____, Application of

HILLPOINTE, LLC

ORDINANCE # _____
ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM CASCADES PD TO
POINTE GRAND APARTMENTS PD (PLANNED DEVELOPMENT)

The application of Hillpointe, 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 Hillpointe, LLC was duly and properly filed herein on _____ 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 authorized agent of a 14.16 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 concept plan provision as required by Land Development Regulations Ordinance # 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance # 2013-11, as amended.

F. That the owners of the property, _____, agree 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 Cascades PD to Pointe Grand Apartments PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance # 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS _____ DAY OF _____, A.D., _____, AS FOLLOWS:

A. That the Application of Hillpointe, 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 from Cascades PD to Pointe Grand Apartments Planned Development (PD) as described in Article VII of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Planned Development (Pointe Grand Apartments PD).

1 D. That the City of DeLand Land Development Regulations Ordinance # 2013-
2 11, as amended, is consistent with the provisions of the "Development Agreement" as
3 hereinafter set forth in this Ordinance and with respect to any conflict between Land
4 Development Regulations Ordinance # 2013-11, as amended, and the "Development
5 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
6 2013-11, as amended, shall govern with respect to any matter not covered by the
7 "Development Agreement." The City of DeLand, will ensure overall compliance with this
8 Ordinance.

9 E. Unless otherwise provided for herein the City of DeLand, Land Development
10 Regulations Ordinance # 2013-11, as amended, shall apply to the PD in the same manner
11 as the R-16 zoning classification.

12 F. Nothing in this Ordinance shall abridge the requirements of any City of
13 DeLand Ordinance other than Ordinance 2013-11, as amended. Timing and review
14 procedures contained in this Order and Resolution may be modified to comply with the City
15 of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended. Further,
16 nothing in the Development Agreement is intended to abridge the requirements of
17 Ordinance No. 2013-11, as amended, and any other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept The property shall be developed as a Planned Development substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a Planned Development and shall regulate the future land use of this parcel.

1. Planned Development Plan The Planned Development Plan shall consist of the PD Concept Plan prepared by Evans Engineering, Inc. and dated March 31, 2022 and this Development Agreement. The PD Concept Plan is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

2. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department and Fire Prevention Division to be minor amendments as set out in Ordinance No. 2013-11, as amended, 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.

3. Site Plan Approval. Prior to any construction, including clearing and landfill, an application for preliminary and/or a final site plan of the area 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.

B. Unified Ownership. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the final development order for a site plan.

1
2 C. Phases of Development. The project shall be completed in one or more
3 phases. No land burning shall be permitted on site. No mass grading shall occur on site;
4 grading may occur per phase.

5 D. Land Uses Within the Pointe Grand Apartments PD. The development of the
6 parcel shall be consistent with the uses prescribed for each area within the proposed
7 Pointe Grand Apartments PD. The location and size of said land use areas are shown on
8 the PD Concept Plan, Exhibit "B". The following land uses shall be allowed as permitted
9 principal uses and structures along with their customary accessory uses and structures:

- 10 1. Multiple-family dwellings.
- 11 2. Family day care home.
- 12 3. Mini and neighborhood parks.
- 13 4. Bed and breakfast inn, accessory.
- 14 5. Private clubs and lodges.
- 15 6. Community residential homes, multifamily.
- 16 7. Amenities / facilities.
- 17 8. Common accessory uses associated with multifamily residences.

18 E. Development Standards for Multifamily.

- 19 1. Minimum yard size (building setback):
 - 20 a. Front yard: 30 ft.
 - 21 b. Rear yard: 20 ft.
 - 22 c. Side yard: 20 ft.
- 23 2. Minimum floor area:
 - 24 Efficiency, no separate bedroom: 425 square feet.
 - 25 One bedroom: 575 square feet.
 - 26 Two + bedroom: 725 square feet plus 150 square feet per each
 - 27

additional bedroom.

3. Maximum density: 16 du/acre
4. Maximum impervious surface area: 50%
5. Maximum building height: 45 ft. (3 stories)
6. Perimeter buffer area provided:
 - a. North boundary: Min. 20 ft.
 - b. East boundary: Min. 20 ft.
 - c. South boundary: Min. 20 ft.
 - d. West boundary: Min. 20 ft.
7. Minimum building separation: 25 ft.
8. Off-street parking requirements. 518 parking spaces shall be provided and shall conform to the parking table as depicted on the PD Concept Plan detail.
9. Landscaping. Landscaping shall be provided in accordance with Section 33-92 of the Land Development Regulations. The north, south, and east landscape buffers shall be 20 feet wide and the west landscape buffer shall be 40 feet wide. The north landscape buffer shall consist of Type B materials, the south and east landscape buffers shall consist of Type C materials, and the west landscape buffer shall consist of Type D, emerging gateway corridor materials. There shall be a minimum 25 foot upland buffer for any wetlands on the Property. 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. Wherever possible, landscape buffers shall coincide with tree protection areas and include native, non-invasive

understory vegetation in lieu of planting new plant material. Where protection of existing native vegetation is proposed and subsequently retained, a berm will not be required, and buffers may contain fewer plants than required under Section 33-92.02(b). If the existing vegetation is removed, then a landscape buffer shall be provided for in conformity with the City's current Land Development Regulations. The northern Property line shall include a 6-foot-high fence or similar barrier as approved during site plan review on the Property boundary line, as shown on the PD Concept Plan.

10. Open Space. Common area /open space shall meet the requirements of the Land Development Regulations Ordinance # 2013-11. Usable open space areas shall be provided for the use of residents consistent with Resolution 2019-34. Open space and common areas include trails around the ponds, a club house, and similar types of amenities.

11. Site Amenities. In addition to open usable green space, the common areas shall include a variety of amenities. The community will include a primary amenity site for gathering spaces and socializing. Amenities may include a swimming pool, cabana, and natural (unpaved) trail system for hiking and walking.

F. Environmental Considerations. The requirements of the Land Development Regulations Ordinance # 2013-11, as amended, shall be met.

G. Sewage Disposal and Potable Water. Provision for sewage disposal and 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.

1
2 H. Stormwater Drainage. Provision for stormwater retention shall be in
3 accordance with the Land Development Regulations Ordinance # 2013-11, as amended
4 and shall include Low Impact Development Standards, such as bioswales, to the extent
5 feasible.

6 I. Access and Transportation System Improvements. All access and
7 transportation system improvements shall be provided in accordance with the Land
8 Development Regulations, Ord. 2013-11, as amended. The parcel shall be developed in
9 substantial accordance with the following access and transportation system improvements:

10 1. Access. Access shall be provided from SR 15A (N. Spring Garden
11 Avenue). Emergency access or standard access may be provided from/to the project by
12 South Plymouth Avenue and shall be stabilized, as further illustrated on the PD Concept
13 Plan.

14 2. Transportation System Improvements. Road improvements will be
15 provided as required by the applicable permitting agencies.

16 J. Building or Management Association. The developer may create a
17 management association to manage the project.

18 K. Reverter Provision: The City Commission may rezone any portion of the
19 project which has not secured a final development order on or before 5 years from the
20 effective date of this ordinance as may be necessary or appropriate to protect adjoining
21 properties or the public health, safety and welfare, unless the City Commission, for good
22 cause shown, shall extend the time period indicated in this paragraph.

23 L. Binding Effect of Plans; Recording; and Effective Date. The Planned
24 Development Plan, including any and all amendments shall bind and inure to the benefit of
25 the Applicant and his successor in title or interest. The Pointe Grand Apartments PD

1 zoning, provisions of the "Development Agreement," and all approved plans shall run with
2 the land and shall be administered in a manner consistent with Article 12 of the City of
3 DeLand Land Development Regulations Ordinance # 2013-11, as amended.

4 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
5 Court and recorded within forty-five (45) days following execution of the document by the
6 City Commission, in the Official Records of Volusia County, Florida. One copy of the
7 document, bearing the book and page number of the Official Record in which the
8 document was recorded, shall be submitted to the Planning Department for placement in
9 the public file. The date of recording of this document shall constitute the effective date of
10 the Pointe Grand Apartments PD or its subsequent amendments. The applicant shall pay
11 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 Pleus
City Manager

Robert Apgar
Mayor

STATE OF FLORIDA

CITY OF DELAND

The foregoing instrument was acknowledged before me by means of ☐
physical presence or ☐ online notarization this _____ day of
_____ (mo/yr), by Michael Pleus and Robert Apgar, as City
Manager and Mayor, City of DeLand, respectively, on behalf of the City of
DeLand, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

WITNESSES:

Applicant's Name, Title & Corporation

Applicant's Name, Title & Corporation

Owner of Property (if other than applicant)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ (mo/yr), by _____, 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: _____

Revised June 23, 2022 u/p/zone/pd_doc

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

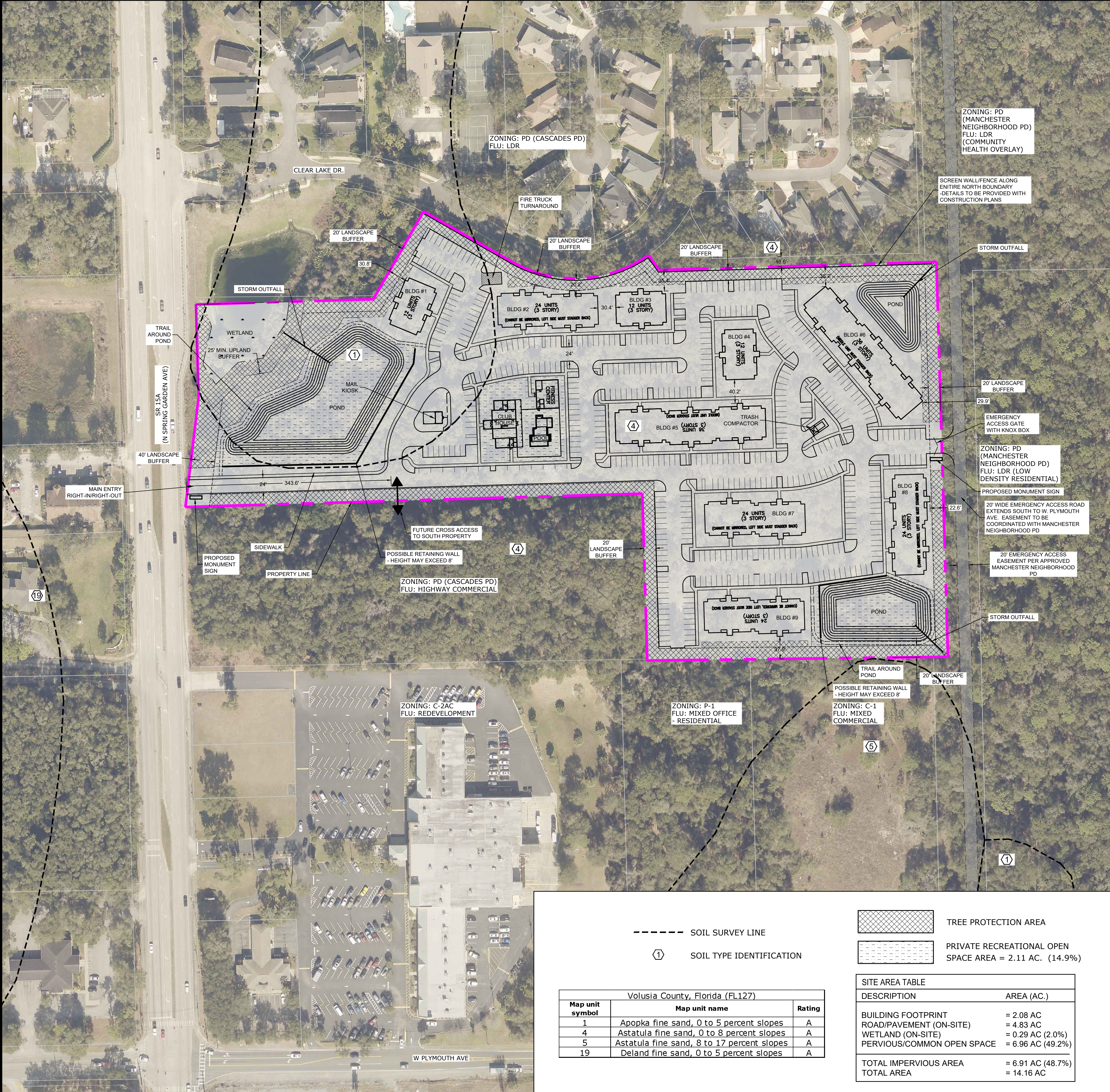
Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of $17^{\circ} 31' 31''$ and a chord bearing and distance of North $63^{\circ} 34' 20''$ East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South $35^{\circ} 11' 25''$ East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North $88^{\circ} 18' 35''$ East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South $01^{\circ} 39' 44''$ East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South $89^{\circ} 15' 51''$ West along this South line a distance of 505.56 feet to the Point of Beginning.



GRAPHIC SCALE
0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

1

GROSS SITE AREA = 14.16 AC.

2

WETLAND AREA = +/-0.29 AC.

3

NET DEVELOPABLE AREA = 13.87 AC.

4

EXISTING ZONING = PD (CASCADES PD)

5

EXISTING FUTURE LAND USE = MIXED OFFICE - RESIDENTIAL

6

PROPOSED ZONING = PD, EMERGING GATEWAY CORRIDOR OVERLAY

7

PROPOSED FUTURE LAND USE = HDR

8

EXISTING USE = VACANT

9

PROPOSED USE = MULTI-FAMILY APARTMENTS

10

PROPOSED UNITS = 204 UNITS

11

MAXIMUM ALLOWED DENSITY = 16 DU/AC.

12

PROPOSED GROSS DENSITY = 204 UNITS/14.16 AC = 14.41 DU /AC

13

PROPOSED NET DENSITY = 204 UNITS/13.87 AC = 15.07 DU /AC

14

BUILDING SETBACKS:
-FRONT = 30'
-SIDE = 20'
-REAR = 20'

15

LANDSCAPE BUFFERS:
-NORTH = 20' (TYPE B)
-SOUTH = 20' (TYPE C)
-EAST = 20' (TYPE C)
-WEST = 40' (TYPE D - EMERGING GATEWAY CORRIDOR OVERLAY)

16

MAXIMUM ALLOWED BUILDING HEIGHT = 45 FT

17

MAXIMUM IMPERVIOUS SURFACE COVERAGE = 50%

18

WATER AND SEWER ARE PROVIDED BY CITY OF DELAND.

19

THIS PROPERTY IS DESIGNATED ZONE "X". AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM PANELS 12127C0730H (FEBRUARY 19, 2014).

20

MAXIMUM BUILDING LENGTH = 260'

21

REQUIRED TREE PROTECTION (15% OF NET) =
0.15 X 13.87 AC. = 2.08 AC.

22

PROVIDED TREE PROTECTION = 2.08 AC. (15%)

23

TREES SHALL BE PROTECTED TO THE GREATEST EXTENT POSSIBLE BASED ON SPECIFIC SITE CONDITIONS WITH FINAL TREE PROTECTION AREAS DETERMINED AT FINAL ENGINEERING. WHERE TREE PROTECTION ARE LESS THAN 30' WIDE, NEW PLANTING SHALL BE PROVIDED MEETING CITY REQUIREMENTS.

24

PROJECT TO BE DEVELOPED IN ONE PHASE.

25

PROPOSED STREETS WILL BE PRIVATE

26

NO BURNING IS PERMITTED DURING LAND CLEARING.

27

LOW IMPACT DEVELOPMENT (LID) IS RECOMMENDED FOR THE PD STORMWATER MANAGEMENT MASTER PLAN. LID SUCH AS BIORETENTION SWALES, RAIN GARDENS, STORMWATER RE-USE AND HARVESTING, AND BMP TREATMENT RAIN TO MINIMIZE RUNOFF POLLUTANT AND INCREASE STORMWATER RECHARGE AND NATURAL INFILTRATION PROCESSES.

ITE TRIP GENERATION

CODE & DESCRIPTION	AM PEAK HOUR	PM PEAK HOUR	AVG. DAILY	RATE	UNITS	TRIPS
220 - MULTIFAMILY	0.46	0.56	7.32	204	204	93.8 114.2 1,493.3

REQUIRED PARKING

	UNITS	REQUIRED SPACES
STUDIO = 1.0 SP/UNIT	0	0
1 BEDROOM UNITS = 1.5 SP/UNIT	0	0
2+ BEDROOM UNITS = 2.0 SP/UNIT	204	408
VISITOR PARKING = 0.5 SP/UNIT	204	102
TOTAL REQUIRED:		510 SPACES

PROVIDED PARKING

	REQUIRED SPACES
STANDARD (9'X19')	508
HANDICAP (12'X20')	10
TOTAL PROVIDED:	518 SPACES

1 ASPHALT

2 BASE

3 SUBGRADE

EVANS
ENGINEERING, INC.

CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.

CERTIFICATE OF
AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE: _____

POINTE GRAND APARTMENTS

HILLPOINTE, LLC
DELAND, FLORIDA

CONCEPT PLAN

REVISIONS	DATE	NO.	BY	DETAIL
	06/01/22			REVISED PER TRC COMMENTS

DRAWN BY:
-

CHECKED BY:
DE

DATE:
04/11/22

JOB #:
-

SHEET #:

C-1

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X:\WORK\17501 - Pointe Grand Apartments - Deland\CAD\Concept\Basis\BASE-CONCEPT.dwg (Layout1) Printed on: sun 16, 2022 8:37am By: Tom Fisher
Page 201 of 273

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

June 15, 2022

APPLICATION NO.: Z22-046

APPLICANT: Nick Everly, Evans Engineering
United Shares Real Estate LLC (owner)

REQUEST: Request to amend the existing zoning designation from Cascades PD to Pointe Grand Apartments 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: Southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave.
Parcel Size: ± 14.57 acres
Land Use: High Density Residential
Existing Zoning: Cascades PD
Existing Use: Residential/undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	Cascades PD
South:	Highway Commercial; Mixed Office - Residential	Cascades PD
East:	Low Density Residential/Community Health Overlay	Manchester PD
West:	ROW (Spring Garden Ave.)/ High Density Residential	R-16; R-1A

B. ANALYSIS:

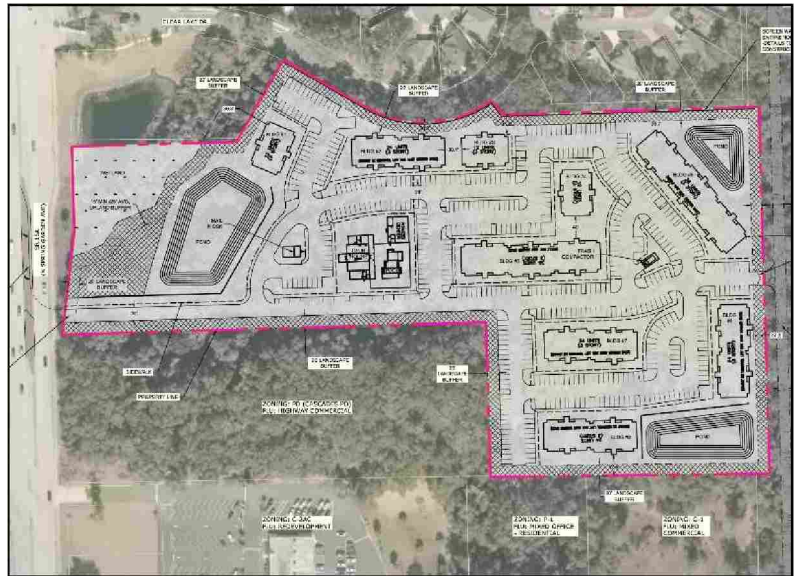
The location of the proposed development consists of ± 14.57 acres of vacant, wooded land, located southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave. On June 15, 1987, The Cascades PD was adopted. The development plan included five phases, allocating uses such as single-family residential, fee-simple townhomes, multi-family units, an assisted lifecare facility (ALF) and office uses. As of current, the single-family residential Phases I & II are complete.

The subject property appears to be mostly wooded and lies outside of the 100-year floodplain; however, there is indication of wetlands on the property which will require a permit through SJRWMD; a minimum 25' wide buffer from the wetlands will be required. The PD agreement will also address the handling of on-site stormwater by adding language incorporating Low Impact Development (LID) strategies.

Under the existing PD, the development plan for Phases III & IV includes multi-family uses, office uses and an Assisted Lifecare Facility. The applicant is requesting to rezone the subject property from the Cascades PD to Pointe Grand Apartments PD. The Pointe Grand Apartments PD will generally follow the standards of the R-16 zoning district, and it will include 204 units.

Per the proposed development agreement for Pointe Grand Apartments, the project may be developed in one or multiple phases, however, mass clearing and burning are not permitted.

Access to the project will generally follow the PD's concept plan, providing access parallel to the southern property line, running east/west from N. Spring Garden Rd., however, access to the residential development to the north will not be permitted. As originally intended in the Cascades development plan, an access easement will be provided to the southern parcel, known as Phase V of the Cascades PD. If Phase V of the Cascades is ever developed, the easement would allow shared access to the driveway off of N. Spring Garden Rd. Additionally, stabilized emergency access will be provided along the eastern property line, shared between the subject property and the Manchester PD.



Landscape buffering for the north, east and south boundaries will be provided in accordance with Sec. 33-92.02 of the City's Land Development Code. The western property boundary lies within the Emerging Gateway Overlay District and shall follow Sec. 33-36 of the City's Land Development Code. Landscaping will use Florida-Friendly Landscaping as defined by the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS).

On May 18, 2022, 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 the time this report was written, the applicant had not yet submitted revisions responding to the TRC staff comments.

THE FOLLOWING TRC COMMENTS REMAIN:

Planning Comments:

1. Wetland buffer must be at least 25' consistently (not on average) — Sec. 33-58
2. A minimum 40-foot-wide landscape buffer shall be required along the overlay street frontage. Sec. 33-36.05
3. Show the location of the walking trail as described in the PD.
4. Note the Overlay District in Site Data: Emerging Gateway Corridor
5. Show location of monument signs. Design standards in Sec. 33-36.04
6. Add a no burning condition
7. Phasing plan details must be provided in PD; add note saying no mass grading.
8. Note the # of stories also. (Per R-16 zoning: One-, two-, three-story: 50 percent)
9. State the parking requirement details.
10. State the LS requirement details (type; width).
11. West buffer should be 40' wide (Emerging Corridor)
12. Spell out details instead of referring to the concept plan. Emergency access must be to a paved or stabilized road. The road will be located on the east side of the property and will have the option to make it a full access road. Permission (easement) will be needed between Pointe Grand PD and Manchester PD to share access road.
13. Call out the location of all fencing/walls being added for LS buffering. Label on the concept plan.
14. Have you done a tree survey? Historic trees may not be removed.
15. Where will the open space be? Provide the areas of land devoted to publicly owned open space, publicly owned recreational areas, publicly owned plazas, common area, open space, common area recreational areas, and common area plazas, all expressed as percentages of the total site area. 33-133.03(e)(3)(h)
16. In the Stormwater Drainage section, add LID standards.
17. Be sure to maintain shared access to the southern parcel 700500000122 (via parcel 70050000012A)
18. Close off any access to the north subdivision

Engineering Comments:

19. Add note: Low Impact Development (LID) is recommended for the Planned Development stormwater management master plan. LID design such as bioretention swales, rain gardens, stormwater re-use and harvesting, and BMP treatment train to minimize runoff pollutant and increase stormwater recharge and natural infiltration processes.
20. Will proposed retention ponds be designed for positive discharge or closed basin? If pond has positive discharge, please show the anticipated discharge location on the plan.

21. Please show the property soil limits, type, and hydrological soil group (HSG) per the National Resource Conservation Soil (NRCS) online map.
22. What are the dark lines next to the west and southeast retention ponds represent?
23. Please call-out the circled numbers on the Roadway Typical Section at bottom right corner of sheet C-1
24. Handicap Space dimension is 12' x 20'. Please revise under Provided Parking Note and Concept Plan.

Fire Comments:

25. Land clearing – no burning is allowed.
26. A 2nd entrance or an emergency access road is required.

Forestry Comments:

25. Please change “Tree Preservation” to “Tree Protection” in notes 21 and 22.
27. Please change "Tree Preservation" to "Tree Protection Area" in Notes 21 and 22

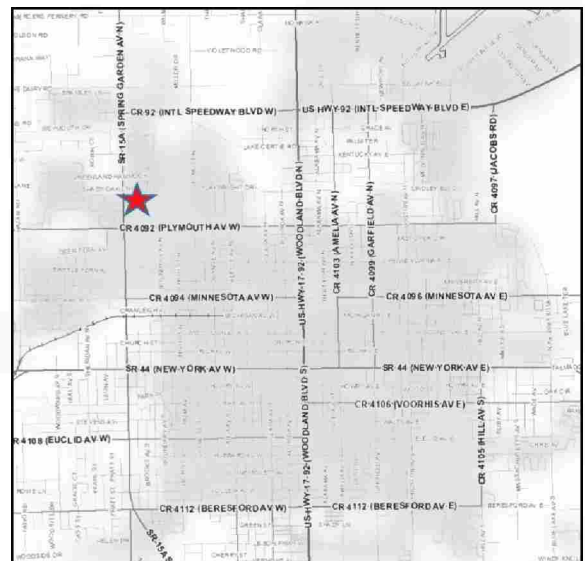
Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

- 1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?**

The proposed zoning classification of Planned Development is consistent with the Comprehensive Land Use Plan designated as High Density Residential and is near other residential uses that vary in density.

- 2. Will the proposed rezoning have an impact upon the environment or natural resources?**

The site is heavily wooded with some areas of wetlands indicated on the map. However, the developer has indicated that there are no historic trees found on site and they will receive a permit from SJRWMD for any wetland mitigation. An environmental study of the property must be submitted prior to site plan approval.



- 3. Will the proposed rezoning have an impact upon the economy of the affected area?**

The property is currently vacant and contributes only marginally to the tax base. The rezoning action will permit the eventual development of the site which will have a positive impact upon the economy, once the apartments are in operation.

4. Will the proposed rezoning have an impact upon governmental services?

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are anticipated to be required because of the rezoning action itself.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The subject property was originally part of the Cascades PD which was adopted in June of 1987. The PD was created with 5 phases and allocated a mixture of uses that included single-family residential, multi-family residential, commercial and an Assisted Lifecare Facility. As of today, only Phases I & II have been developed, leaving the remaining property vacant.

If rezoned to the Pointe Grand Apartments PD, Phases III & IV will be consolidated into a single parcel and will no longer be part of the Cascades PD.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The proposed rezoning will not have a negative effect on the value of the area, as the proposed development is compatible with adjacent uses and provides more choices for housing in the area.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

Impacts upon public health, safety and welfare will generally be positive impacts, as the development will provide much-needed housing for the community.

C. CONCLUSION:

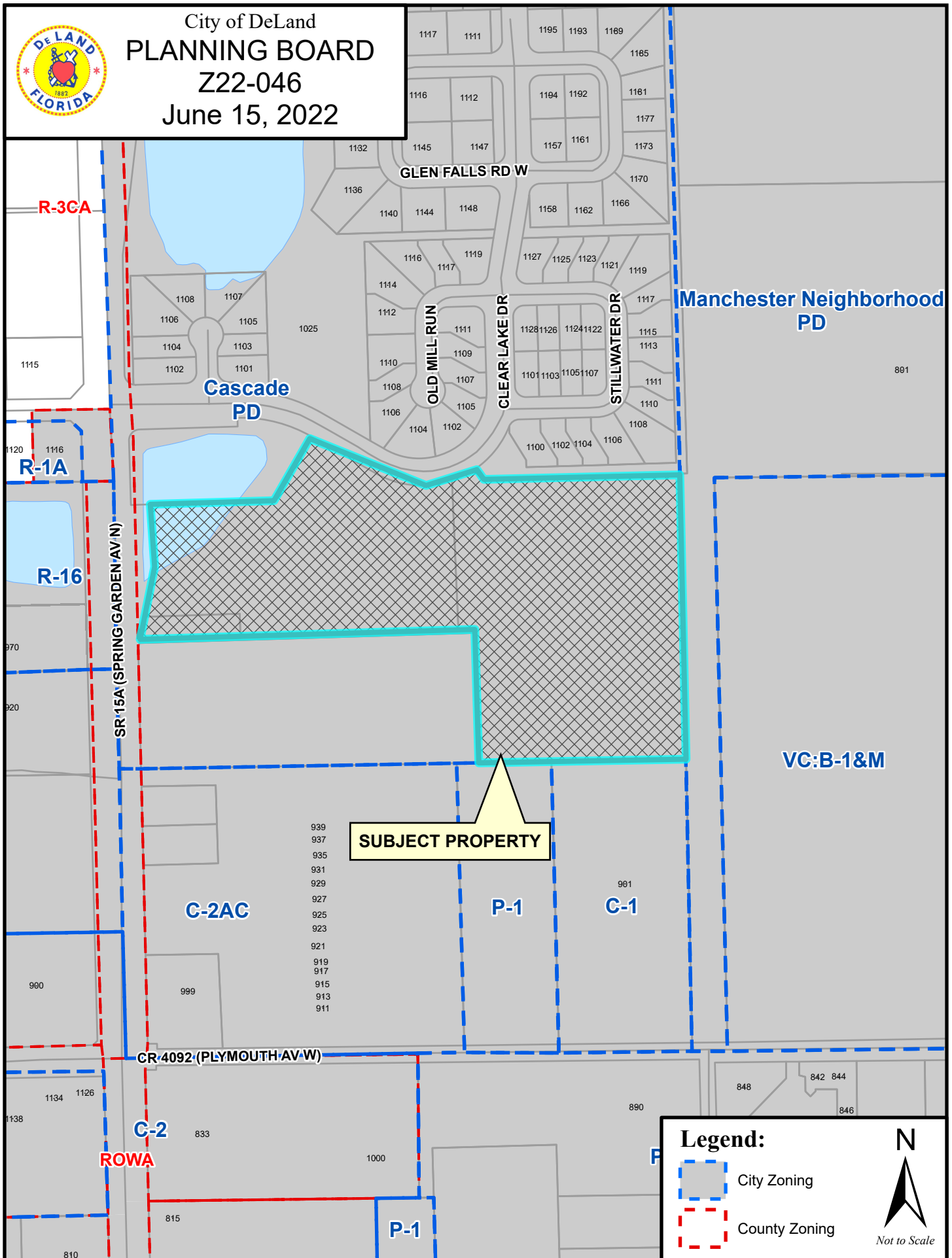
The Applicant is proposing a rezoning from Cascades PD to Pointe Grand Apartments PD in order to develop the subject property as a 204-unit apartment complex, with amenities.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the request to rezone the subject property from Cascades PD, to Pointe Grand Apartments PD, recommending approval, subject to addressing all Staff comments, and additional comments made by the Planning Board, being addressed prior to the City Commission meeting.

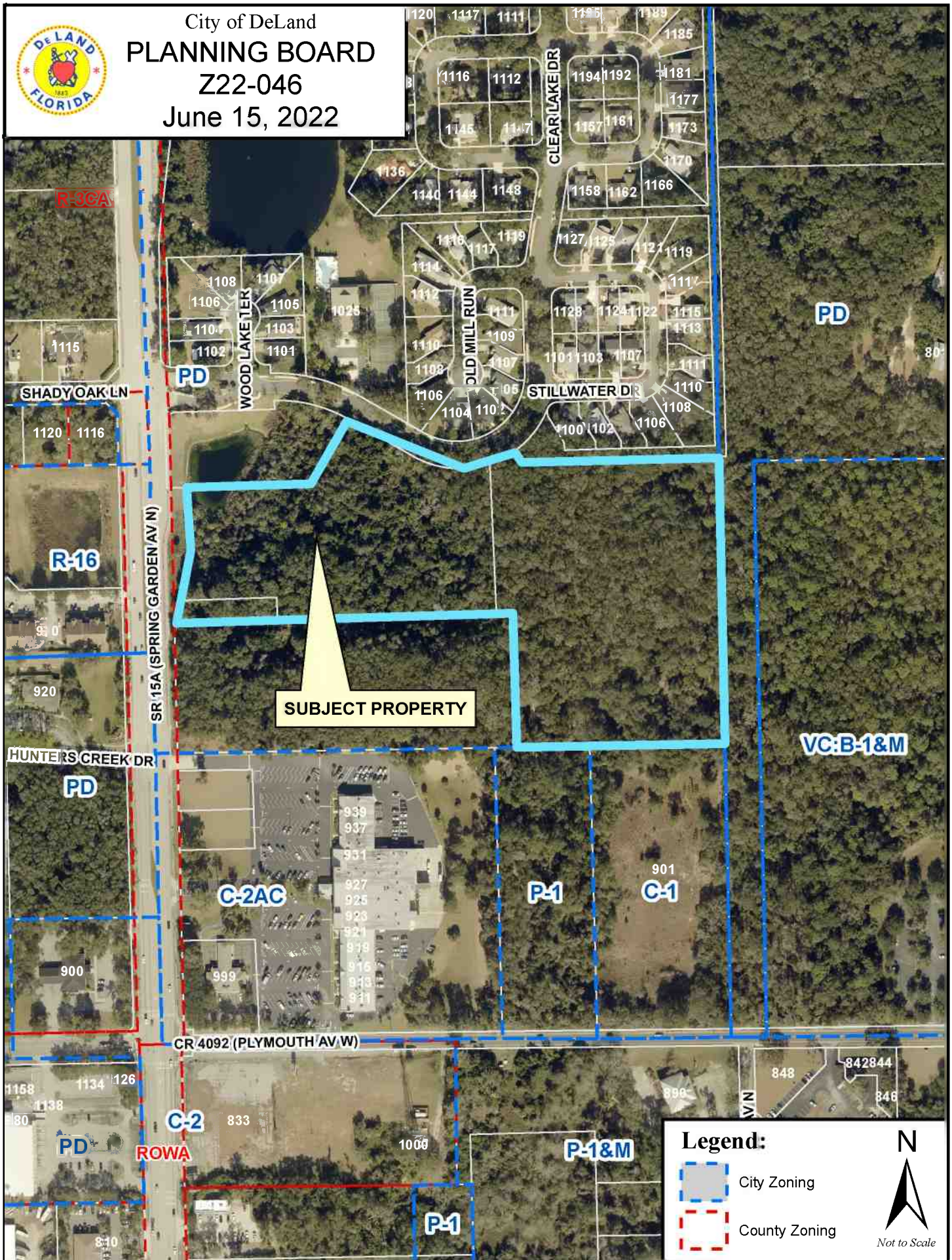


City of DeLand
PLANNING BOARD
Z22-046
June 15, 2022





City of DeLand
PLANNING BOARD
Z22-046
June 15, 2022



THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA,
AND DESCRIBED AS FOLLOWS:

THAT PART OF THE SW 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SURVEY NOTES

- ### FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12127C0465H, WHICH BEARS AN EFFECTIVE DATE OF 2/19/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 2037-5766540, EFFECTIVE DATE: NOVEMBER 12, 2021
SCHEDULE B SECTION II - EXCEPTIONS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WHOLLY OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
9. COVENANT TO SUPPORT ANNEXATION AS SET FORTH IN INSTRUMENT RECORDED APRIL 3, 1987 IN BOOK 2960, PAGE 1590. (AS TO PARCELS 1 AND 2)
- DOES NOT AFFECT PROPERTY
10. ORDINANCE NO. 87-22 AS SET FORTH IN INSTRUMENT RECORDED JUNE 22, 1987 IN BOOK 2997, PAGE 970 AND AMENDED IN ORDINANCE NO. 97-36 RECORDED AUGUST 28, 1997 IN BOOK 4230, PAGE 698. (AS TO PARCELS 1 AND 2)
- DOES NOT AFFECT PROPERTY
11. UTILITY EASEMENT IN FAVOR OF THE CITY OF DELAND, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED AUGUST 4, 1988 IN BOOK 3175, PAGE 1781. (AS TO PARCEL 1)
- DOES NOT AFFECT PROPERTY
12. DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED NOVEMBER 6, 1991 IN BOOK 3707, PAGE 1390, AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED JANUARY 14, 1994 IN BOOK 3890, PAGE 4732. (AS TO PARCEL 1)
- DOES NOT AFFECT PROPERTY
13. THE CASCADES PLANNED DEVELOPMENT NARRATIVE RECORDED APRIL 27, 1998 IN BOOK 4299, PAGE 2286. (AS TO PARCELS 1 AND 2)
- DOES NOT AFFECT PROPERTY
14. MORTGAGE RECORDED DECEMBER 9, 2019 IN BOOK 7784, PAGE 2104, TOGETHER WITH ASSIGNMENT OF RENT, INCOME AND RECEIPTS RECORDED IN BOOK 7784, PAGE 2114 WHICH APPEARS OF RECORD TO BE ORIGINALLY HELD BY JANET TRAM AND THE EFFECT OF A DOCUMENT PURPORTING TO BE RELEASE THEREOF RECORDED IN BOOK 7902, PAGE 4057. NOTE THE COMPANY WILL REQUIRE SATISFACTORY PROOF OF FULL PAYMENT OF THE DEBT SECURED BY THE SAID MORTGAGE PRIOR TO THE RELEASE THEREOF. THE COMPANY IS CONTEMPLATING TRANSACTION. THIS EXCEPTION MAY BE REMOVED UPON SATISFACTION OF THE REQUIREMENT FOR VERIFICATION OF THE ABOVE-DESCRIBED RELEASE. (NOTE: SEE SCHEDULE B(1) REQUIREMENT NUMBER 9)
- DOES NOT AFFECT PROPERTY
15. SUBJECT TO ANY AND ALL LIENS PROVIDED FOR BY SECTION 30-8(c)(1) OF THE CODE OF ORDINANCES OF THE CITY
- DOES NOT AFFECT PROPERTY
16. ANY LIEN AS PROVIDED FOR BY CHAPTER 159 OR 170, SIMILAR FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE, OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER, GAS OR SANITARY SUPPLYING THE LANDS DESCRIBED HEREIN.
- DOES NOT AFFECT PROPERTY
17. THIS POLICY DOES NOT INSURE TITLE TO ANY PART OF THE LAND LYING BELOW THE ORDINARY HIGH-WATER MARK OF ANY ADJUTING BODY OF WATER. (AS TO PARCEL 1)
- DOES NOT AFFECT PROPERTY
18. RIPARIAN AND/OR LITTORAL RIGHTS ARE NOT INSURED. (AS TO PARCEL 1)
- DOES NOT AFFECT PROPERTY
19. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).
- DOES NOT AFFECT PROPERTY

TO: HILLPOINTE, 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, 6(A)(B), 7(A)(B), 8, 9, 11(A), 13, 14, 16, & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 05, 2022.

DATE OF MAP OR PLAT: APRIL 12, 2022

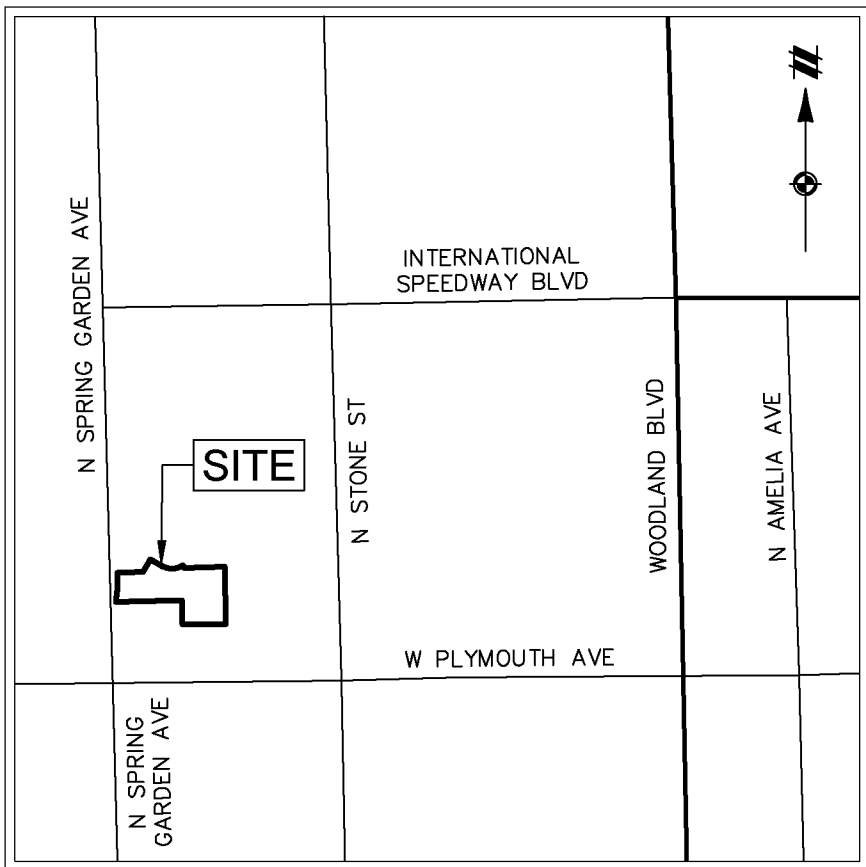
FOR REVIEW

I, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, SJ-17, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

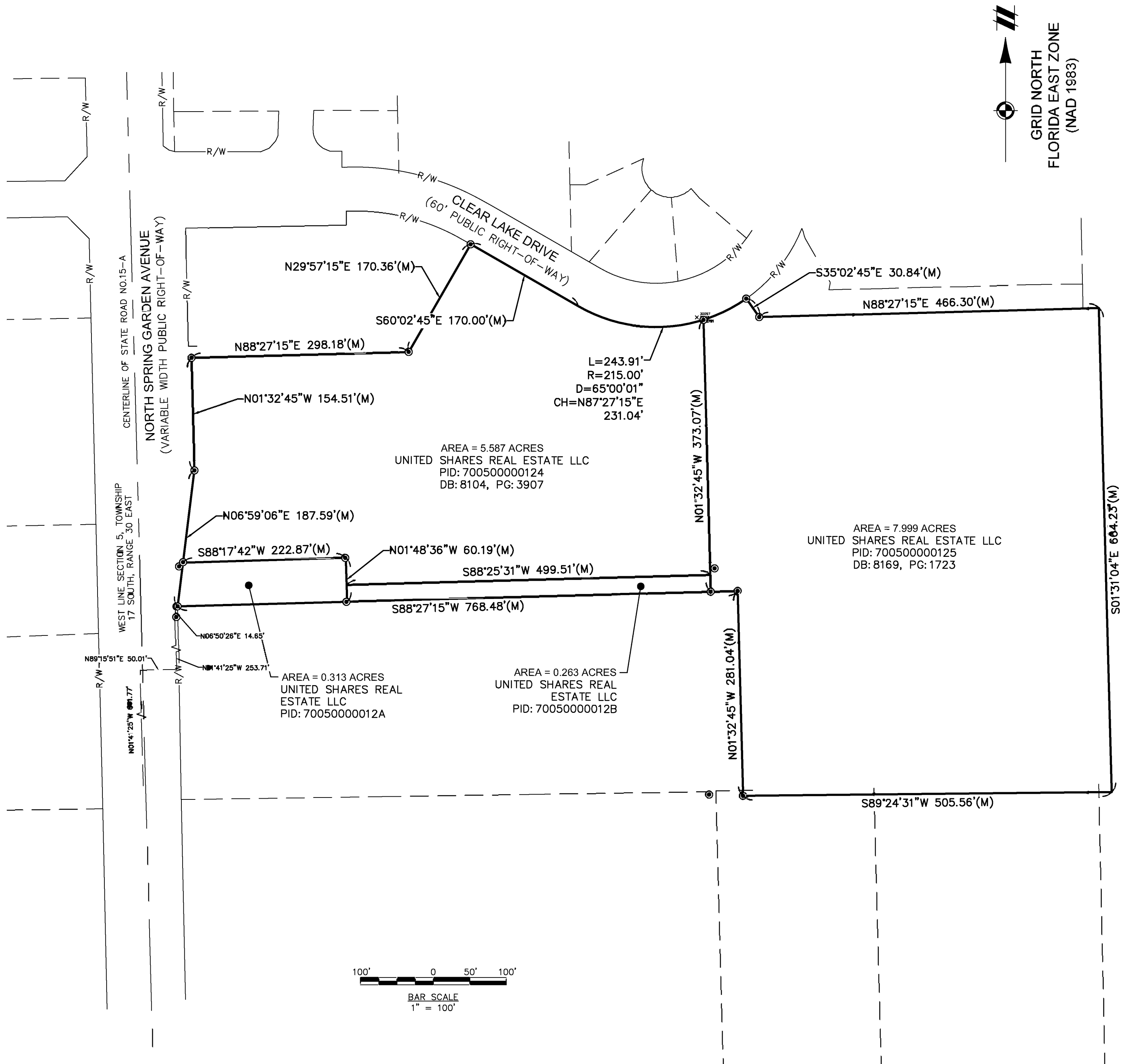
CLYDE R. ELDREDGE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #7076
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

HORIZONTAL: GRID NORTH, NAD83, FLORIDA STATE PLANES, EAST ZONE
 (NORTH AMERICAN DATUM OF 1983) (2011)
 US SURVEY FOOT, ORANGE COUNTY, FLORIDA
 VERTICAL: NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988)
 GEOID: GEOID18 (CONUS)

1. PLAT ENTITLED "THE CASCADES-UNIT 1" DATED JUNE 23, 1987, PREPARED BY FERARRA SURVEYING. SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA
2. WARRANTY DEED, INSTRUMENT #2021198722, DEED BOOK 8104, PAGE 3907, DATED AUGUST 20, 2021.



NOT TO SCALE



Know what's **below**.
Call before you dig

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE
SOLE RESPONSIBILITY OF THE
CONTRACTOR; NEITHER THE OWNER
NOR THE ENGINEER SHALL BE
EXPECTED TO ASSUME ANY
RESPONSIBILITY FOR SAFETY OF
THE WORK, OF PERSONS ENGAGED
IN THE WORK, OF ANY NEARBY
STRUCTURES, OR OF ANY OTHER
PERSONS.

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MARIETTA, GA
770.423.0807
FLORIDA SURVEY CO.# LB7532

HILLPOINTE, LLC EXHIBIT OF PROPERTY DELAND APARTMENTS NORTH SPRING GARDEN AVENUE	LOCATED IN SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST CITY OF DELAND VOLUSIA COUNTY, FLORIDA
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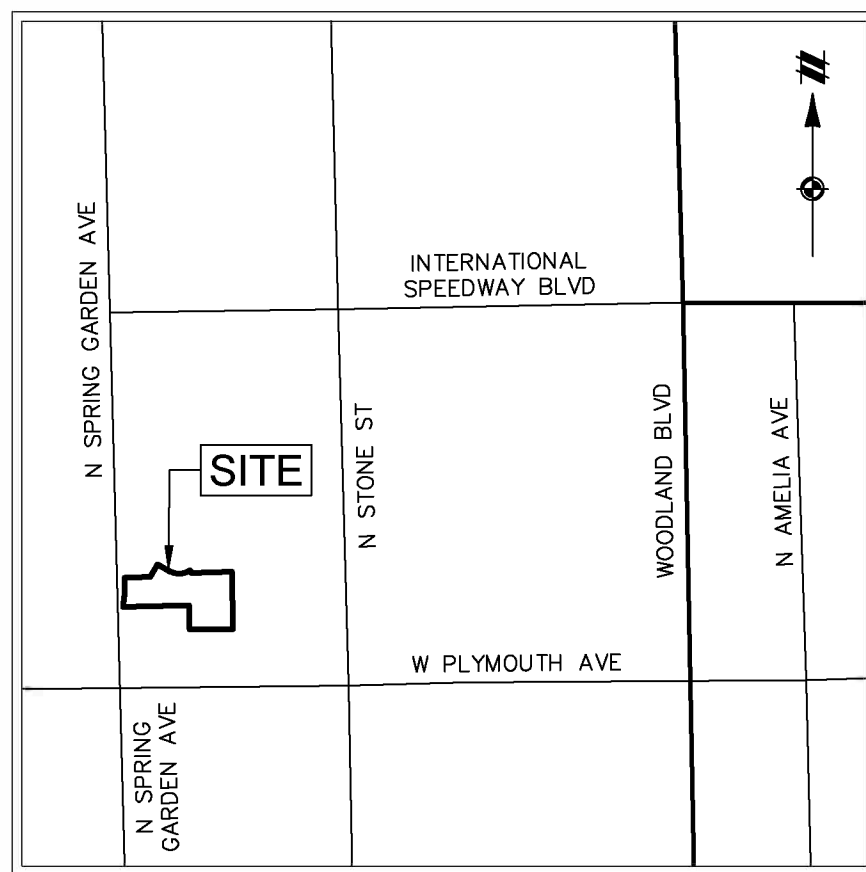
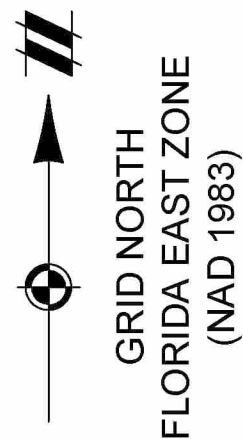
DATE 04/12/2022

[illegible]

DWG.	STH	CH.	KMK
P.M. CRE			
CODE		AS	
JOB		22001649	
SHEET NO.			
1 OF 2			

HORIZONTAL: GRID NORTH, NAD83, FLORIDA STATE PLANES, EAST ZONE
(NORTH AMERICAN DATUM OF 1983) (2011)
US SURVEY FOOT, ORANGE COUNTY, FLORIDA
VERTICAL: NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988)
GEOID: GEOID18 (CONUS)

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12127C0465H, WHICH BEARS AN EFFECTIVE DATE OF 2/19/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.



VICINITY MAP
NOT TO SCALE



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THE WORK, OF PERSONS ENGAGED
IN THE WORK, OF ANY NEARBY
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PERSONS.

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LOCATED IN SECTION 5,
TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND
VOLUSIA COUNTY, FLORIDA

CLIENT HILLPOINTE, LLC

EXHIBIT OF PROPERTY
DELAND APARTMENTS

NORTH SPRING GARDEN AVENUE

DATE 04/12/2022

REVISIONS

DWG.	STH	CH.	KMK
P.M. CRE			
CODE		AS	
JOB		22001649	
SHEET NO.			
2 OF 2			

LEGEND

•	BENCHMARK
⊙	FOUND MONUMENT
⊙	FOUND BOUNDARY MARKER
○	IRON PIN SET
_____	SUBJECT BOUNDARY LINE
_____	ADJACENT BOUNDARY LINE
_____ R/W _____	RIGHT OF WAY LINE
_____	SECTION LINE
_____	EASEMENT LINE
_____ X _____	EXISTING FENCE
_____ o _____	GUARD RAIL
(#)	TITLE EXCEPTION NUMBER
⌋	UTILITY POLE
⌋	GUY ANCHOR
⌋	SIGN
_____ OHE _____	OVERHEAD UTILITY

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Resolution Approving Preliminary Plat and Construction Plan, Oak Hammock Reserve.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Resolution, PSB22-038 Oak Hammock Staff Report, PSB22-038 Zoning and Location Map, PSB22-038 Aerial, Draft Plat - Oak Hammock Reserve Subdivision, Construction Plans - PSB22-038 , Revised Sheets CO5&6 Erosion Control & Tree Removal (6-16-22), Revised Sheet C07 Overall Development Plan (6-17-22), Revised Sheet C09 Utility Plan (6-17-22), Volusia County TIA Approval with PFS Calculation

APPROVED BY: Michael Pleus, City Manager, July 13, 2022

SUMMARY/HIGHLIGHT:

The applicant, Oak Hammock Holdings LLC, has submitted an application for a subdivision, Oak Hammock Reserve. The project site is vacant land located at the NW corner of W. Beresford Rd. and S. Spring Garden Ave, south of the Beresford Woods subdivision now under construction. The applicant seeks to develop the subject property into a 110-lot single-family residential subdivision. The adopted Planned Development (PD) agreement allows for 50 and 60 foot wide lots. All lots in the proposed subdivision meet the minimum dimensions and lot area standards for the PD, which was approved in August 2021. The subdivision is also proposed to include common areas such as a community amenity center with a tot lot/gazebo & playground and a mail kiosk.

The applicant has addressed all staff comments, including the ones from the Engineering Department contained in the attached staff report. Volusia County has reviewed the Traffic Impact Analysis. The TIA (including the Proportionate Fair Share (PFS) amount) is approved by the county provided the developer agrees to complete mitigation or pay the PFS. If all or a portion of the PFS is to be paid to Volusia County in exchange for impact fees, an executed PFS agreement with the city and county is required within one year of the date of TIA approval.

Approval of this preliminary plat and construction plans will allow the applicant to commence construction of the infrastructure and initiate the transportation mitigation process with Volusia County and the City.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is no fiscal impact until the lots receive final plat approval and sold for construction of single family dwellings.

RECOMMENDATION:

Staff recommends that the City Commission approve the Preliminary Plat for Oak Hammock Reserve subdivision.

BACKGROUND/DISCUSSION:

Refer to attached staff report.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE PRELIMINARY SUBDIVISION PLAT FOR OAK HAMMOCK RESERVE SUBDIVISION, LOCATED AT THE NORTHWEST CORNER OF WEST BERESFORD ROAD AND SOUTH SPRING GARDEN AVENUE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Oak Hammock Holdings, LLC, has submitted a proper and complete application under Chapter 33, Article 13 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for approval of a preliminary subdivision plat for the Oak Hammock Reserve subdivision, located at the northwest corner of West Beresford Road and South Spring Garden Avenue; and

WHEREAS, the applicant intends to develop the subject property into a 110-lot single family residential subdivision; and

WHEREAS, on June 15, 2022, the Planning Board recommended approval of the Preliminary Plat.

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

Section 1. The City Commission hereby approves the preliminary subdivision plat for the Oak Hammock Reserve subdivision, located at the northwest corner of West Beresford Road and South Spring Garden Avenue.

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

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

PASSED AND DULY ADOPTED this 18th day of July, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

PLANNING STAFF REPORT **to** **PLANNING BOARD**

June 15, 2022

APPLICATION: PSB22-038

SUBJECT: Oak Hammock

1. Location: Parcel No. 701900000150 located at the NW corner of W. Beresford Road and S. Spring Garden Ave.

2. Applicant: Oak Hammock Holdings LLC

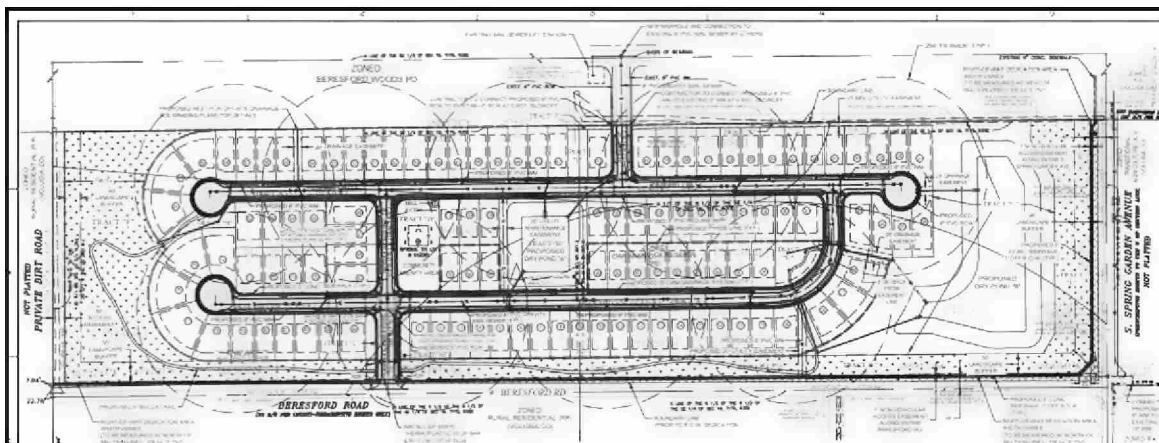
3. Size: 37.66 ± acres

4. Existing Zoning & Land Use:

Land Use: Urban Low Intensity
 Zoning: Oak Hammock Preserve PD

5. Surrounding Conditions:

	SURROUNDING USE:	SURROUNDING ZONING:
North	Urban Low Intensity	Beresford Woods PD
South	VC: Urban Low Intensity	Volusia County: RR (Rural Residential)
East	VC: Urban Low Intensity	Volusia County: Transitional Agriculture
West	VC: Urban Low Intensity	Volusia County: RR (Rural Residential)



6. Applicable Regulations: Land Development Regulations, Article 13.
 Subdivision of land Sec. 33-146.05,

7. Physical Characteristics: The heavily wooded site is vacant and undeveloped.

8. Public Utilities and Service:

<i>Water:</i>	The proposed development will be served by City potable water facilities.
<i>Sewer:</i>	The proposed development will be served by City sanitary sewer facilities.
<i>Irrigation:</i>	The proposed development will be served by City reclaimed water facilities.
<i>Stormwater:</i>	Stormwater management will be addressed on-site.
<i>Electricity:</i>	The site is served by Duke Energy.

9. Type of Development:

The project site is vacant land located at the NW corner of W. Beresford Rd. and S. Spring Garden Ave. The applicant seeks to develop the subject property into a 110-lot single-family residential subdivision. The adopted PD agreement allows for lot 50 and 60 foot wide lots. All lots in the proposed subdivision meet the minimum dimensions and lot area standards for the PD. The subdivision is also proposed to include common areas such as a community amenity center with tot lot/gazebo & playground; mail kiosk.

10. Analysis:

The development, which is comprised of 110 single family dwelling units, is located in the northwest quadrant of South Spring Garden Avenue and West Beresford Road in the City of DeLand, Florida. Access to the development will be provided via a full access driveway on West Beresford Road. The site will also have connection to the adjacent, previously approved, Beresford Woods residential development north. Build-out of the proposed development is anticipated by 2024. Based on the results of the TIA and recommended improvements, the proposed Oak Hammock Reserve development was recommended for approval.



On March 17, 2022 the Technical Review Committee recommended to forward the Preliminary Plat to the Planning Board conditioned upon receipt of revised plans by April 4, 2022. It appears that there remain outstanding comments from city reviewers that need to be accepted by staff.

Comments generated by the City's Engineering staff reviews have not been completed as of the time for this staff report. The following comments are remaining from their prior review:

TRC Comments:

Engineering

1. Beresford Avenue and S. Spring Garden Avenue are Volusia County maintained roads. County Use Permit is required.
2. 1. Civil Engineer office phone number on Stormwater Report cover page does not match Construction Plan Cover Sheet C01. Please revise.
2. Page 1 – Project Description: Report narrative states project area as 36.63 acres in multiple places. However, the construction plans Cover Sheet C01 states project area as 38.64 acres. Please clarify different in project areas between drainage report and construction plans. Will this change the drainage analysis and calculations in sections B thru D.
3. Page 1 – Soils Table: Please add the percentage slopes (0 to 8% and 8 to 17%) under each Astatula fine sand soil type to differentiate between Soil #4 and #5.
4. Page 2 – Basin Design Methods: 1st Paragraph states, "SCS Soils Survey for Seminole County...". Please revise.
5. Page 2 – Peak Stage Comparison: Text in paragraph should say 100-year 24-hour storm after 10-year 24-hour storm.
3. 1. PRE and POST Basins Time of Concentration (Tc) calculations: Please note per National Resource Conservation Service (NRCS) the max. sheet flow length is max. 100 feet. Calculations submitted used max. 300 feet. Furthermore, SJRWMD has made comments on other City projects to limit the length to max. 100. This comment can be further discussed with staff at TRC meeting on March 17, 2022.
2. PRE Basin 1B: Please check curve number (CN) of 57 used for single family ¼ acre lot. Per TR-55 Manual, table 2-2a, CN should be 61 for Type "A" soil. Please revise spreadsheet calculations and ICPR input.
3. POST Basins Area and CN and Tc spreadsheets: Spreadsheets heading title are labeled as "Pre-Development" on multiple sheets. Please correct where applicable for all Basins and Time of concentration spreadsheets.
4. 1. PRE Basin 5: ICPR model area and CN input do not match spreadsheet calculations. Please revise.
2. PRE Basin 6: Time of concentration input in ICPR model does not match spreadsheet calculations.
3. PRE Node DEP10: ICPR initial and warning stages do not match input Time/Stage data.
4. PRE Node DEP 5: Initial stage EL. 47.0 is below the bottom depressional stage 50.0. Also, why is warning stage same as the depressional bottom stage?
5. PRE ICPR weir links: Irregular weir links are used with cross-sections. Please include the cross sections in the report so that ICPR input can be checked.
5. 1. Erosion Note No. 3. Please revise note that permit must be submitted to Orange City to City of DeLand.
6. 1. Typical Roadway Section, please add callout "SOD" for the 7' wide strip outside the roadway pavement area.
7. 1. General Grading Notes, please add, "Maximum allowable slope is 1:4 (V:H) for grass and sod areas".
2. Please show stationing grade break points (high points) along the streets with flow arrows for clarity.
3. Please move lot grading type text to be within the lots for Lot 76 and 77.
4. Lot 78 and 79 grading Type "A MOD" spot shot locations do not match lot grading detail.

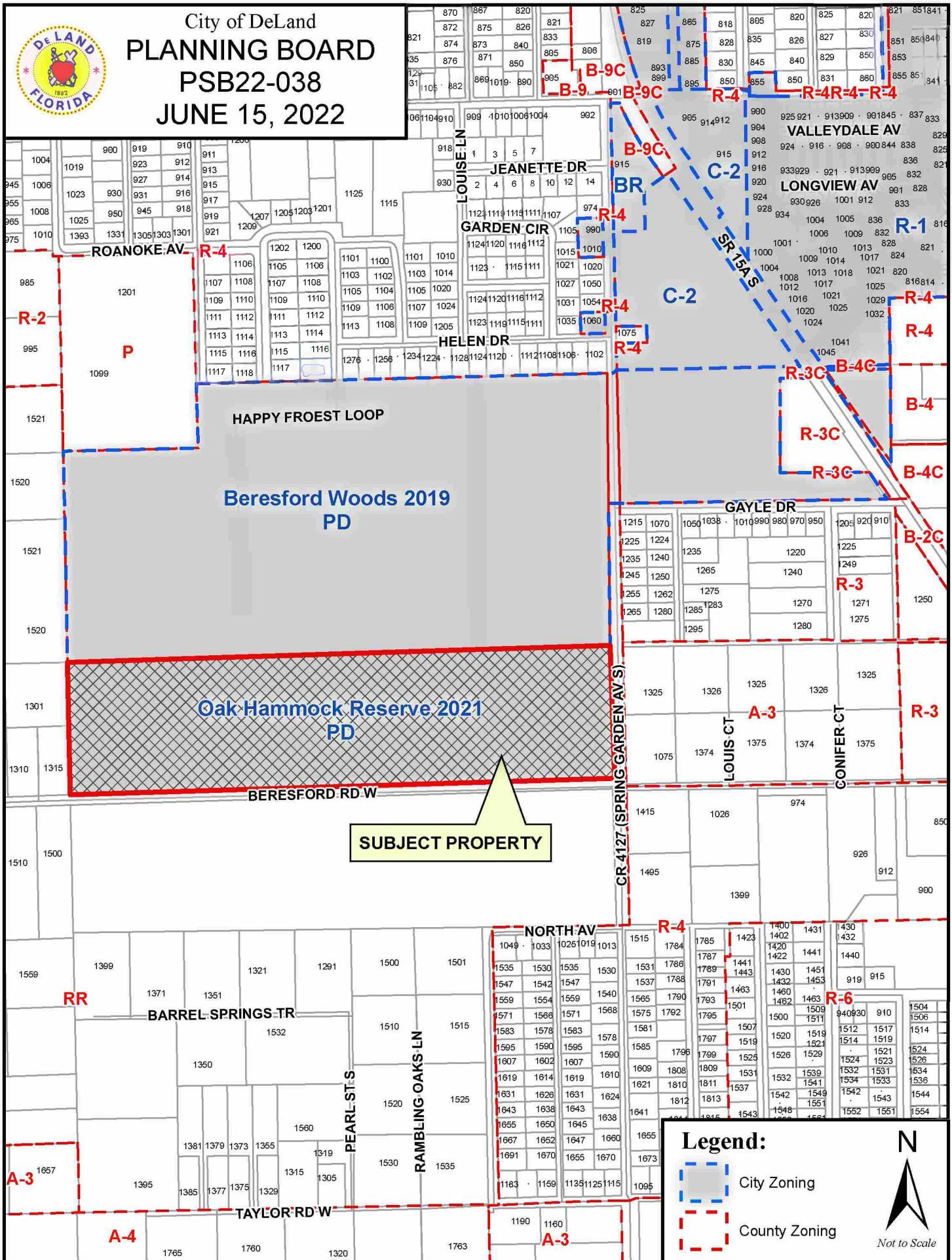
1. Is it possible to move curb inlets D-15 and D-16 away from the curb return radius and HC ramps?
2. Curb inlet D-3 is located in middle of the 25' drainage easement to Pond B. There is concerned in future that inlet top will be damaged by maintenance vehicles accessing the pond.
3. Can the drainage easement width be increased or the storm pipe move further away from Lot 22 house pad? Pipe is about 10 feet deep and located only 11 feet away from house pad. There are safety concerns.
4. Can storm pipe between Inlet D-7 and D-8 be shifted further away from Lot 20 house pad? Pipe is over 10 feet deep and located less than 10 feet away from house pad. There are safety concerns.

E. STAFF RECOMMENDATION:

Staff recommends approval of the plat by the Planning Board, subject to all comments being met (including any new comments in response to the recent resubmittal), and that the plans be forwarded to City Commission for review, after all comments have been addressed.



City of DeLand
PLANNING BOARD
PSB22-038
JUNE 15, 2022



Legend:

- City Zoning
- County Zoning

Legend:

- N
- Not to Scale

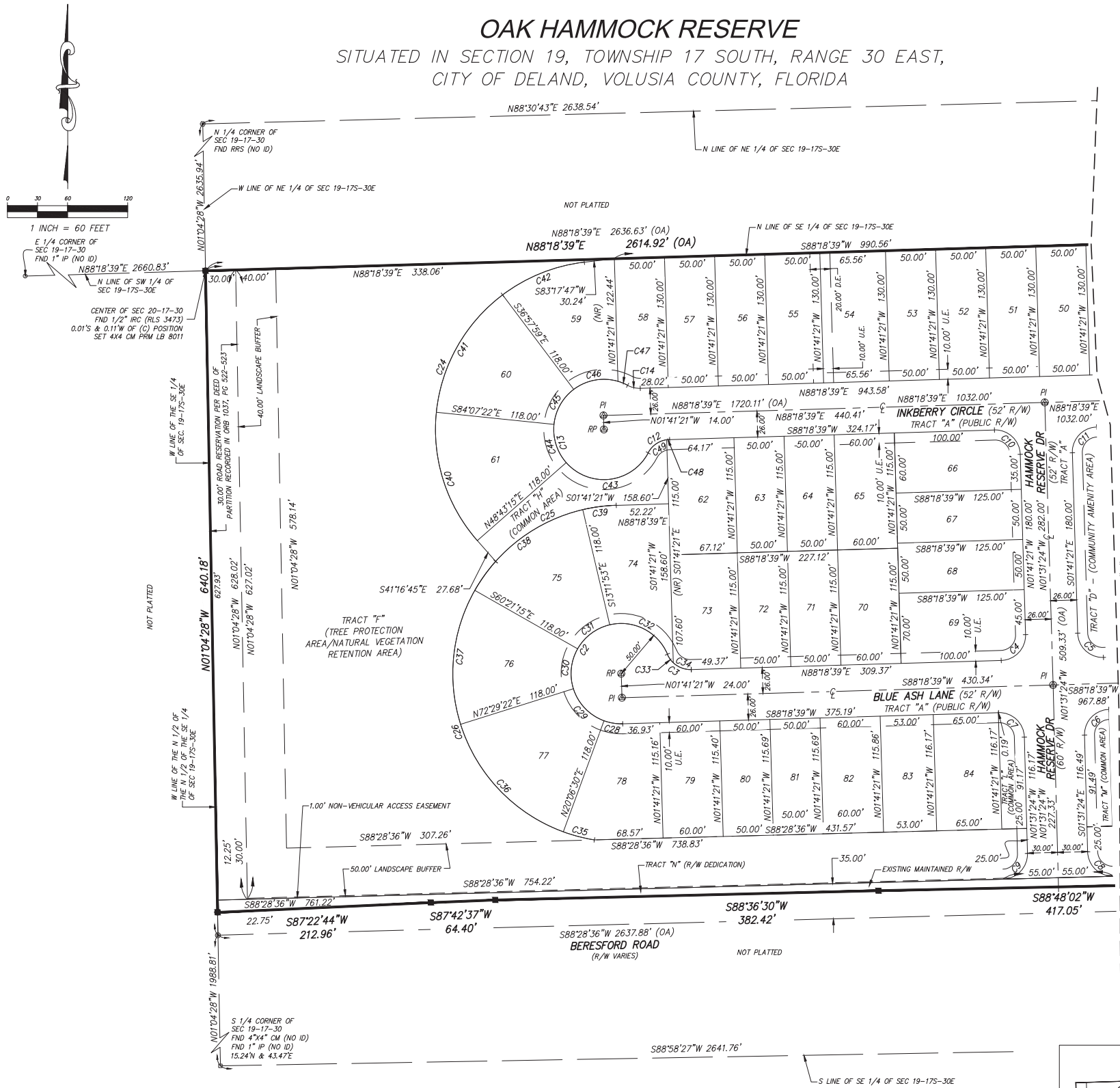


City of DeLand
PLANNING BOARD
PSB22-038
JUNE 15, 2022

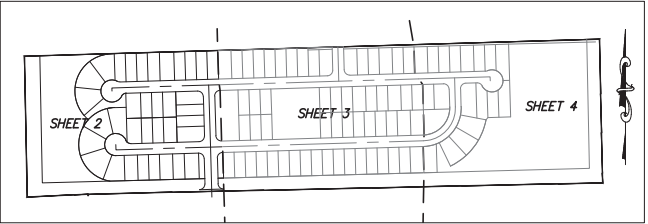


OAK HAMMOCK RESERVE
SITUATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C2	217.21'	50.00'	248°53'59"	82.46'	S32°45'38"W
C3	30.06'	25.00'	68°53'59"	28.28'	S57°14'22"E
C4	39.27'	25.00'	90°00'00"	35.36'	N43°18'39"E
C5	39.27'	25.00'	90°00'00"	35.36'	S46°41'21"E
C6	39.20'	25.00'	89°50'02"	35.30'	S43°23'38"W
C7	39.34'	25.00'	90°09'58"	35.41'	N46°36'22"W
C8	39.27'	25.00'	90°00'00"	35.36'	S46°31'24"E
C9	39.27'	25.00'	90°00'00"	35.36'	N43°28'36"E
C10	39.27'	25.00'	90°00'00"	35.36'	N46°41'21"W
C11	39.27'	25.00'	90°00'00"	35.36'	S43°18'39"W
C12	26.37'	25.00'	60°26'24"	25.17'	S58°05'26"W
C13	235.94'	50.00'	270°21'59"	70.48'	S16°56'46"E
C14	13.06'	25.00'	29°55'35"	12.91'	S76°43'34"E
C24	365.27'	168.00'	124°34'32"	297.46'	S21°00'31"W
C25	136.40'	168.00'	46°31'03"	132.68'	S65°03'08"W
C26	359.56'	168.00'	122°37'34"	294.76'	S19°31'11"E
C28	19.02'	50.00'	21°47'51"	18.91'	S80°47'26"E
C29	45.71'	50.00'	52°22'52"	44.14'	S43°42'04"E
C30	41.15'	50.00'	47°09'23"	40.00'	S06°04'03"W
C31	41.15'	50.00'	47°09'23"	40.00'	S53°13'26"W
C32	70.17'	50.00'	80°24'30"	64.55'	N62°59'37"W
C33	10.32'	25.00'	23°39'30"	10.25'	S34°37'07"E
C34	19.74'	25.00'	45°14'29"	19.23'	S69°04'07"E
C35	32.08'	168.00'	10°56'27"	32.03'	S75°21'44"E
C36	153.59'	168.00'	52°22'52"	148.30'	S43°42'04"E
C37	138.27'	168.00'	47°09'23"	134.40'	S06°04'03"W
C38	138.27'	168.00'	47°09'23"	134.40'	S53°13'26"W
C39	33.75'	168.00'	11°30'31"	33.69'	S82°33'23"W
C40	138.27'	168.00'	47°09'23"	134.40'	S17°42'04"E
C41	138.27'	168.00'	47°09'23"	134.40'	S29°27'19"W
C42	88.74'	168.00'	30°15'47"	87.71'	S68°09'54"W
C43	96.74'	50.00'	110°51'01"	82.34'	N83°17'45"E
C44	41.15'	50.00'	47°09'23"	40.00'	S17°42'04"E
C45	41.15'	50.00'	47°09'23"	40.00'	S28°27'19"W
C46	46.48'	50.00'	53°15'45"	44.82'	S79°39'53"W
C47	10.42'	50.00'	11°56'28"	10.40'	N67°44'00"W
C48	2.93'	25.00'	06°43'24"	2.93'	S84°56'56"W
C49	23.44'	25.00'	53°43'00"	22.59'	S54°43'44"W



KEY MAP
SCALE 1" = 400'

SHEET 2 OF 4

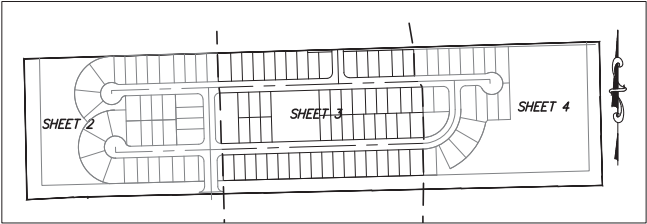
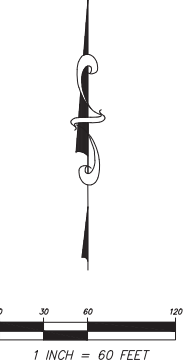
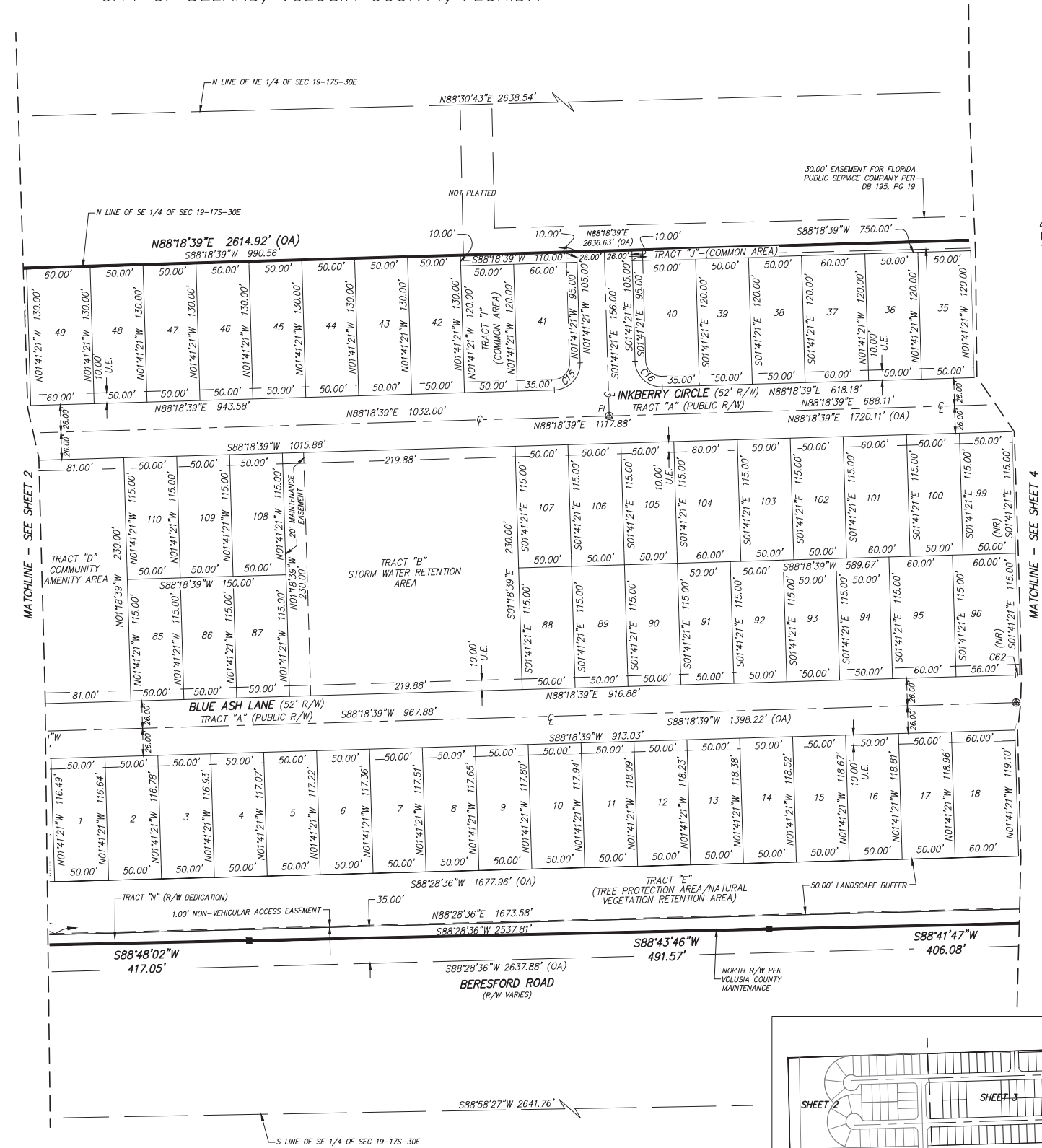
Drawing name: S:\Oak Hammock Reserve\Plotting\Surplat_Oakhammock.dwg Sheet (2) Jun 16, 2022 1:27pm by: malchiora

Dewberry
110 WEST INDIANA AVENUE SUITE 102
DELAND, FLORIDA 32720
PHONE: 386.785.0488 FAX: 386.785.0715
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

OAK HAMMOCK RESERVE
SITUATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C15	39.27'	25.00'	90°00'00"	35.36'	N43°18'39"E
C16	39.27'	25.00'	90°00'00"	35.36'	S46°41'21"E
C62	4.00'	124.00'	01°50'51"	4.00'	N87°23'13"E



KEY MAP
SCALE 1" = 400'

**Dewberry**

110 WEST INDIANA AVENUE SUITE 102
DELAND, FLORIDA 32720
PHONE: 386.785.0468 FAX: 386.785.0715
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Drawing name: S:\Oak Hammock Reserve\Platting\Surplat_Oakhammock.dwg Sheet (3) Jun 16, 2022 1:27pm by: mdchiaro

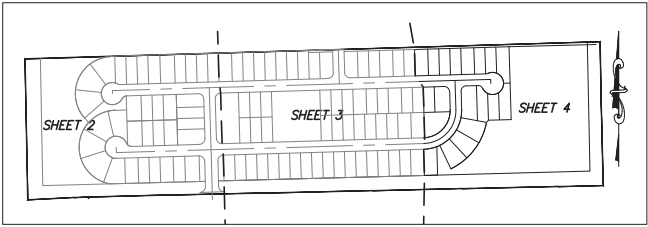
OAK HAMMOCK RESERVE

SITUATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

PAGE:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	235.62'	150.00'	90°00'00"	212.13'	N43°18'39"E
C17	9.18'	25.00'	21°02'22"	9.13'	N77°47'27"E
C18	231.94'	50.00'	265°47'00"	73.26'	N20°09'46"E
C19	28.25'	25.00'	64°44'38"	26.77'	N59°19'03"W
C20	39.27'	25.00'	90°00'00"	35.36'	S43°18'39"W
C21	276.46'	176.00'	90°00'00"	248.90'	N43°18'39"E
C22	194.78'	124.00'	90°00'00"	175.36'	N43°18'39"E
C23	39.27'	25.00'	90°00'00"	35.36'	N46°41'21"W
C27	275.38'	294.00'	53°40'03"	265.42'	N37°29'28"E
C50	38.82'	50.00'	44°28'57"	37.85'	S88°30'45"W
C51	50.98'	50.00'	58°24'54"	48.80'	N27°31'05"E
C52	52.38'	50.00'	60°01'30"	50.02'	N86°44'17"E
C53	31.68'	50.00'	36°18'14"	31.15'	S45°05'51"E
C54	32.91'	176.00'	10°42'50"	32.86'	N03°40'03"E
C55	64.40'	176.00'	20°57'56"	64.04'	N19°30'26"E
C56	52.73'	176.00'	17°10'03"	52.54'	N38°34'25"E
C57	52.73'	176.00'	17°10'03"	52.54'	N55°44'28"E
C58	14.53'	176.00'	04°43'50"	14.53'	N66°41'24"E
C59	59.15'	176.00'	19°15'19"	58.87'	N78°40'59"E
C60	9.01'	124.00'	04°09'44"	9.01'	N00°23'31"E
C61	181.77'	124.00'	83°59'25"	165.93'	N44°28'05"E
C67	88.09'	294.00'	17°10'03"	87.76'	N55°44'28"E
C68	88.09'	294.00'	17°10'03"	87.76'	N38°34'25"E
C69	99.20'	294.00'	19°19'58"	98.73'	N20°19'25"E
C70	58.08'	50.00'	66°33'25"	54.87'	N34°58'04"W



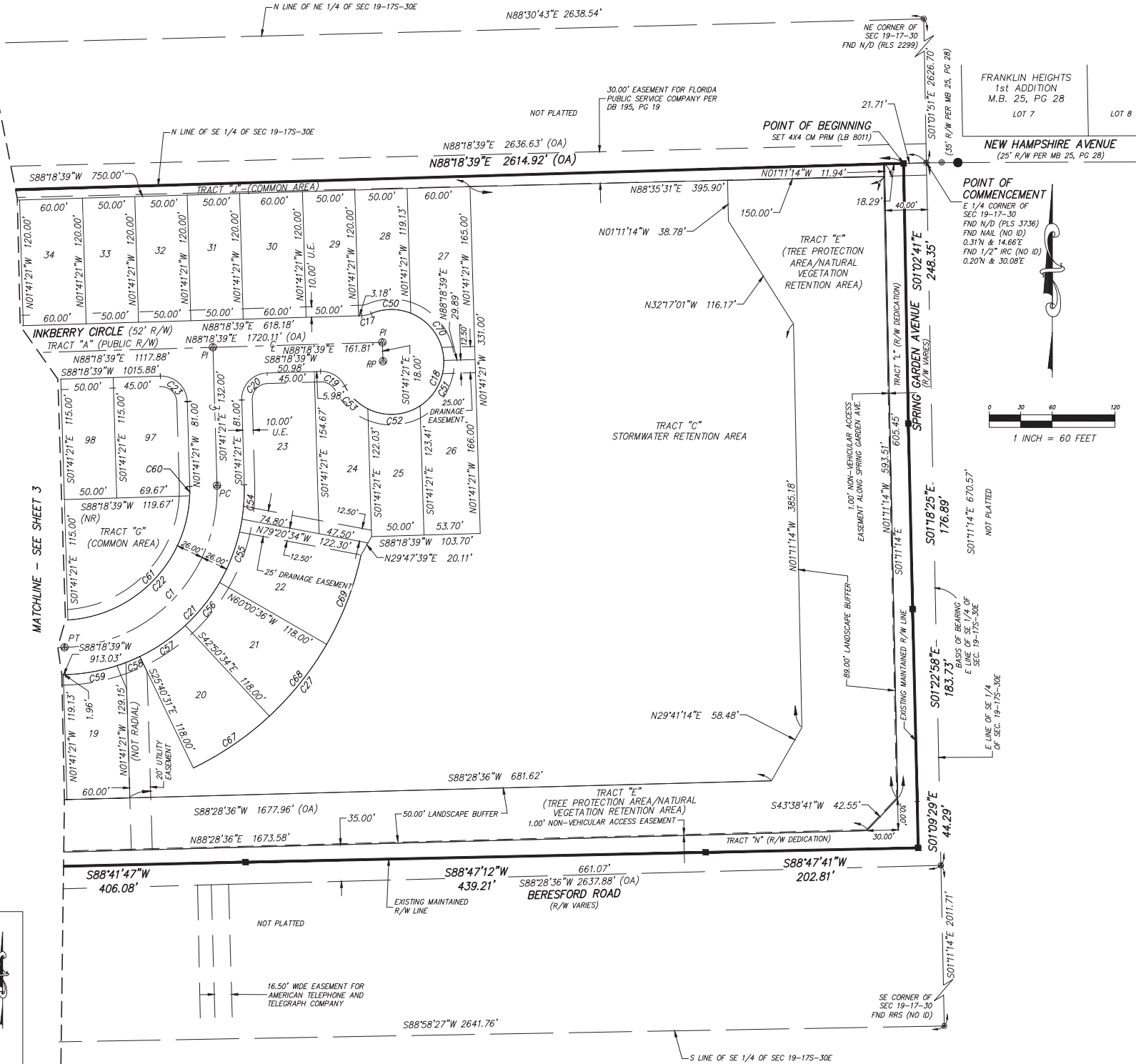
KEY MAP
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CERTIFICATE OF AUTHORIZATION NO. LB 8011



A B C D E

C01	COVER SHEET
C02	GENERAL NOTES
C03	GENERAL NOTES
C04	EXISTING CONDITIONS PLAN
C05	EROSION CONTROL & TREE REMOVAL PLAN
C06	EROSION CONTROL & TREE REMOVAL PLAN
C06A	SMALL TREE MITIGATION PLAN
C07	OVERALL DEVELOPMENT PLAN
C07A	GEOMETRY PLAN
C08 - C09	UTILITY PLANS
C09A	OFF-SITE UTILITY PLANS
C10 - C11	GRADING & DRAINAGE PLANS
C12 - C17	PLAN & PROFILES
C18	CROSS SECTIONS
C19 - C20	DRAINAGE DETAILS
C21 - C23	CITY UTILITY DETAILS
C24	UTILITY MARKER BALL LOCATER DETAILS
C25	AUTOTURN PLAN

L2.00	OVERALL PLAN
L2.01	STREET TREE PLAN
L2.10	LANDSCAPE PLAN
L2.11	LANDSCAPE PLAN
L2.12	LANDSCAPE PLAN
L3.10	LANDSCAPE NOTES AND DETAILS

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY OF BERESFORD ROAD AND SOUTH SPRING GARDEN AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT A NAIL AND DISK WITH NO IDENTIFICATION MARKING THE EAST 1/4 CORNER OF SAID SECTION 19; THENCE S88°18'39" W. ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 21.71 FEET TO A POINT ON THE COUNTY MAINTAINED RIGHT OF WAY OF SPRING GARDEN AVENUE AND THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID MAINTAINED LINE THE FOLLOWING FOUR (4) COURSES: (1) S 01°02'41" E, 248.35 FEET; (2) S 01°18'25" E, 176.89 FEET; (3) S 01°22'58" E, 183.74 FEET; (4) S 01°09'29" E, 44.29 FEET TO A POINT ON THE NORTHERLY MAINTAINED COUNTY RIGHT OF WAY OF BERESFORD ROAD; THENCE WESTERLY ALONG SAID MAINTAINED LINE THE FOLLOWING EIGHT (8) COURSES: (1) S 88°47'41" W, 202.81 FEET; (2) S 88°47'12" W, A DISTANCE OF 439.21 FEET; (3) S 88°41'47" W, 406.08; (4) S 88° 43'46" W, 491.57 FEET; (5) S 88° 48'02" W, 417.05 FEET; (6) S 88° 36'30" W, 382.42 FEET; (7) S 78°42'37" W, 64.40 FEET; (8) S 87°22'44" W, 212.96 FEET TO THE WEST LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE N 01°04'28" W, ALONG SAID WEST LINE A DISTANCE OF 640.18 FEET TO THE CENTER OF SECTION; THENCE N 88°18'39" E, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19 A DISTANCE 2614.92 FEET TO THE POINT OF BEGINNING.

CONTAINING ±38.638 AC.

DeLand, Florida
CONSTRUCTION PLANS
PRELIMINARY PLAT

PROJECT AREA -
38.64± AC.

OAK HAMMOCK HOLDINGS
36 CHARMING WAY
LAKEWOOD, NJ 08701
CONTACT: MARK GOLDSCHMIDT

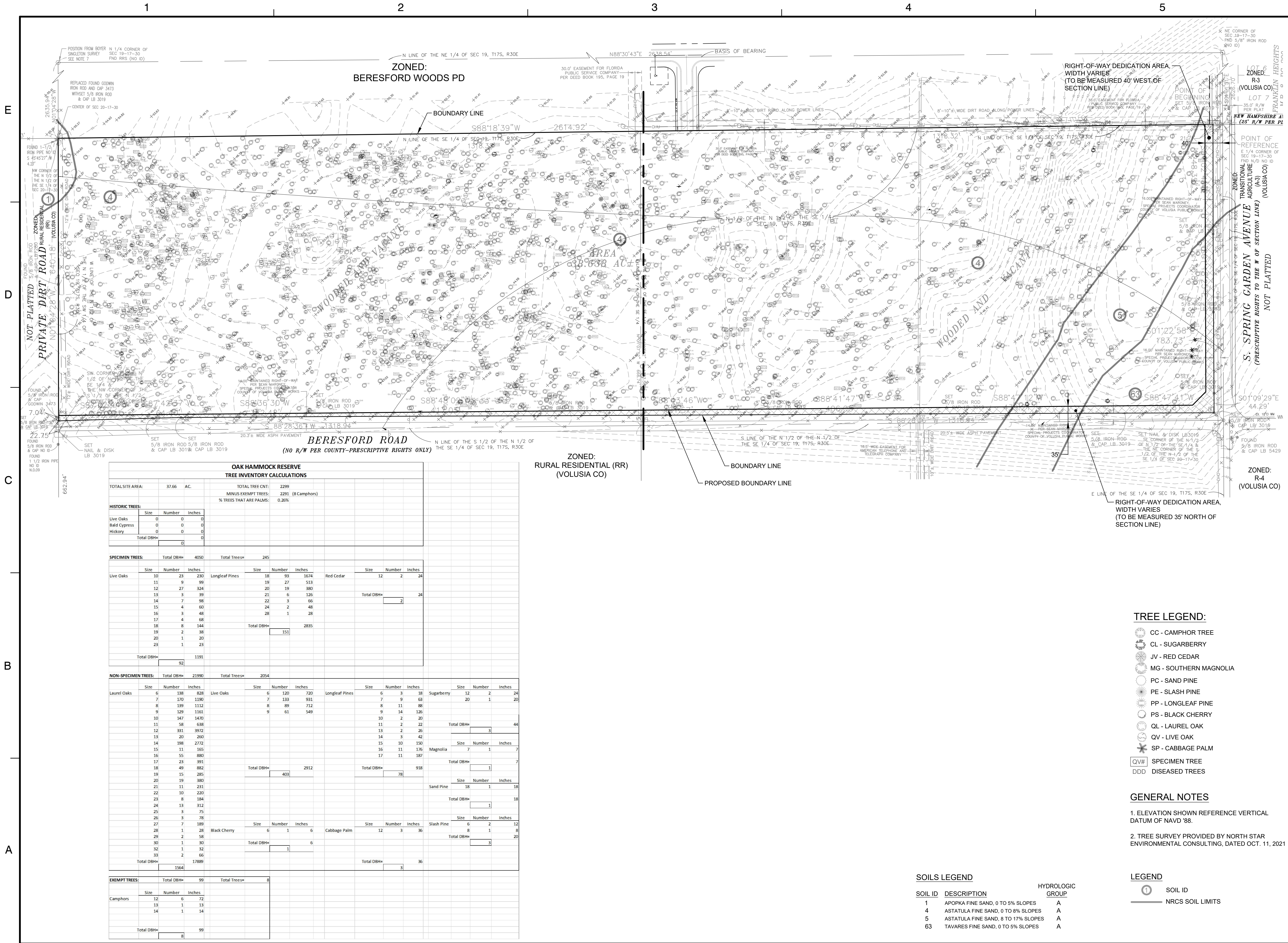
DEWBERRY ENGINEERS, INC.
110 WEST INDIANA AVENUE
SUITE 202
DELAND, FL 32720
PHONE: 407-354-9656
CONTACT: REINARDO MALAVE, PE

SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE: 386-761-5385
CONTACT: JEFFREY BARNES, PSM

DEWBERRY ENGINEERS, INC.
800 NORTH MAGNOLIA AVE.
SUITE 1000
ORLANDO, FL 32803
PHONE: 407-843-5120
CONTACT: MICHAEL URCHUK, RLA

UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA, FL 32119
PHONE: 386-756-1105
CONTACT: BRIAN POHL, PE







Dewberry Engineers Inc.
110 WEST INDIANA AVENUE
SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468
ENGINEERING BUSINESS -8794

OAK HAMMOCK RESERVE

SPRING GARDEN AVE. S. (CR 4127) & W. BERESFORD RD. DELAND, FLORIDA 32738

SEAL

Reinaldo Malave
FL PE # 31388
May 10, 2022

SCALE

NORTH

0' 100' 200'

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REVISIONS

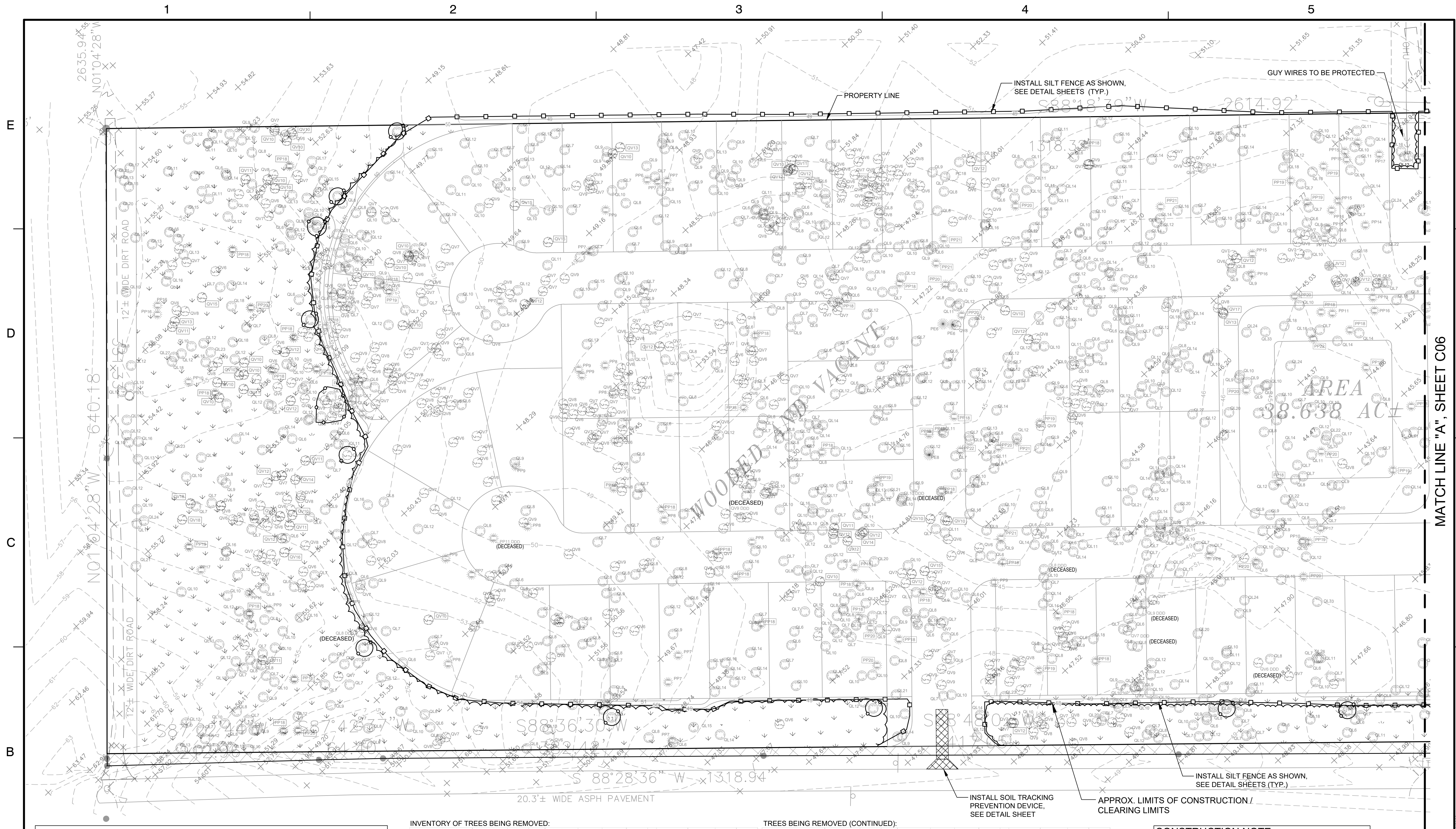
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DRAWN BY: TZ
APPROVED BY: RM
CHECKED BY: DC/GL
DATE: 5/11/2022

TITLE: EXISTING CONDITIONS PLAN

PROJECT NO. 50131479

SHEET NO. C04



Dewberry Engineers Inc.
110 WEST INDIANA AVENUE
SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468
ENGINEERING BUSINESS - 8794

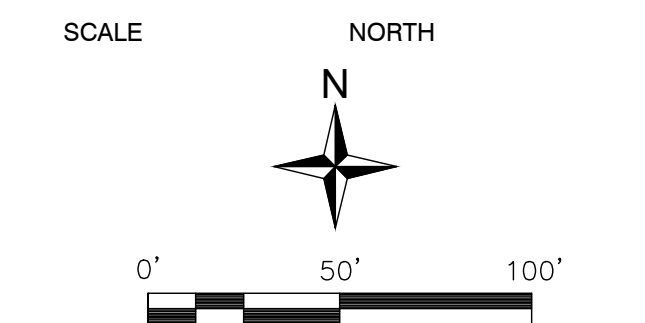
OAK HAMMOCK RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERSFORD RD.
DELAND, FLORIDA 32738

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May 10, 2022



NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	5/11/2022

TITLE

EROSION CONTROL & TREE REMOVAL PLAN

PROJECT NO. 50131479

C05

SHEET NO.

OAK HAMMOCK RESERVE TREE REMOVAL & REPLACEMENT CALCULATIONS

Based on the Nov. 2021 plans by Dewberry.

Site Tree Data:		
Total Construction Area:	37.66 AC.	Total Specimen on site: 245
Total Tree Cnt:	2291	(Per AC.) 6.5
Total Trees to be Removed:	1816	
Total Trees to Remain:	475	
Total DBH of Non-Specimens to Remain:	4980	Specimen to be removed: 195
% Trees that are Palms:	0.26%	% Specimen to be protected: 20%
Historic Trees on Site:	0	Total DBH of Specimens to Remain: 715

Required Replacement Amounts:	(DBH)
Non-Specimen Removed = 17010 @ 33% Replacement =	5,613
Specimen Removed = 3335 @ 50% Replacement =	1,668
Historic Removed = 0 @ 100% Replacement =	0
TOTAL =	7,281

Note: (8) Exempt Trees @ 99 DBH not included in replacement calculations.

INVENTORY OF TREES BEING REMOVED:												
SPECIMEN TREES:			Total DBH+=		E115		Total Trees+=		195			
	Size	Number	Inches			Size	Number	Inches		Size	Number	Inches
Live Oaks	10	11	110		Longleaf Pines	18	82	1476	Red Cedar	12	2	24
	11	2	22			19	24	456				
	12	21	252			20	17	340				
	13	2	26			21	6	126				
	14	6	84			22	3	66				
	15	3	45			23	2	46				
	16	1	16			24	2	48				
	17	4	68			25	1	25				
	18	5	90			26	2	52				
	19	2	38			27	3	81				
20	1	20		28	0	0						
Total DBH+=		58	771		Total DBH+=		135	2540	Total DBH+=		2	24

MINUS 1,907 DBH OF SMALL TREES WITHIN TREE PROTECTION AREA = 5,374 DBH (MINIMUM TO BE PLANTED OR MITIGATED). (SEE SHEET C06A FOR SMALL TREE MITIGATION PLAN)

TREES BEING REMOVED (CONTINUED):

NON-SPECIMEN TREES:				Total Trees=								
Size	Number	Inches		1621	Size	Number	Inches		Size	Number	Inches	
Laurel Oaks	6	108	648	Live Oaks:	6	94	564	Magnolia	7	1	7	
	7	132	924		7	109	763					
	8	111	888		8	65	520		Total DBH=			7
	9	114	1026		9	46	432				3	
	10	113	1130									
	11	50	550									
	12	272	3264		Total DBH=		2279		Sugarberry	20	1	20
	13	12	156				316					
	14	165	2310						Total DBH=			20
	15	7	105									1
	16	39	624									
	17	17	289	Longleaf Pines	6	3	18	Cabbage Palm	Size	Number	Inches	
	18	42	756		7	8	56		12	0	0	
	19	10	190		8	9	72					
	20	12	240		9	13	117		Total DBH=			0
	21	9	189		10	1	10				0	
	22	6	132		11	2	22					
	23	3	69		13	1	13				0	
	24	11	264		14	2	28					
	25	1	25		15	8	120					
	26	2	52		16	7	112					
	27	3	81	Black Cherry	Total DBH=		568	Size	Number	Inches		
	28	0	0					6	1	6		
	29	2	58				54					
	30	1	30					Total DBH=			6	
	32	1	32							3		
	33	2	66									
Total DBH=		14098				Size	Number	Inches				
	1245				Slash Pine	6	1	6	Size	Number	Inches	
						8	1	8			1	18
									Sand Pine	18		18
					Total DBH=		14				18	
								Total DBH=			18	

CONSTRUCTION NOTE:

ALL TREES WITHIN THE CLEARING LIMITS ARE TO BE REMOVED.

TREE LEGEND	LEGEND
CC - CAMPHOR TREE	PROPOSED TREE BARRIER
CL - SUGARBERRY	PROPOSED SILT FENCE
JV - RED CEDAR	TREE PROTECTION AREA
MG - SOUTHERN MAGNOLIA	
PC - SAND PINE	
PE - SLASH PINE	
PP - LONGLEAF PINE	
PS - BLACK CHERRY	
QL - LAUREL OAK	
QV - LIVE OAK	
SP - CABBAGE PALM	
QV# - SPECIMEN TREE	
DDD - DISEASED TREES	

GENERAL NOTES

- ELEVATION SHOWN REFERENCE VERTICAL DATUM OF NAVD '88.
- TREE SURVEY PROVIDED BY NORTH STAR ENVIRONMENTAL CONSULTING, DATED OCT. 11, 2021

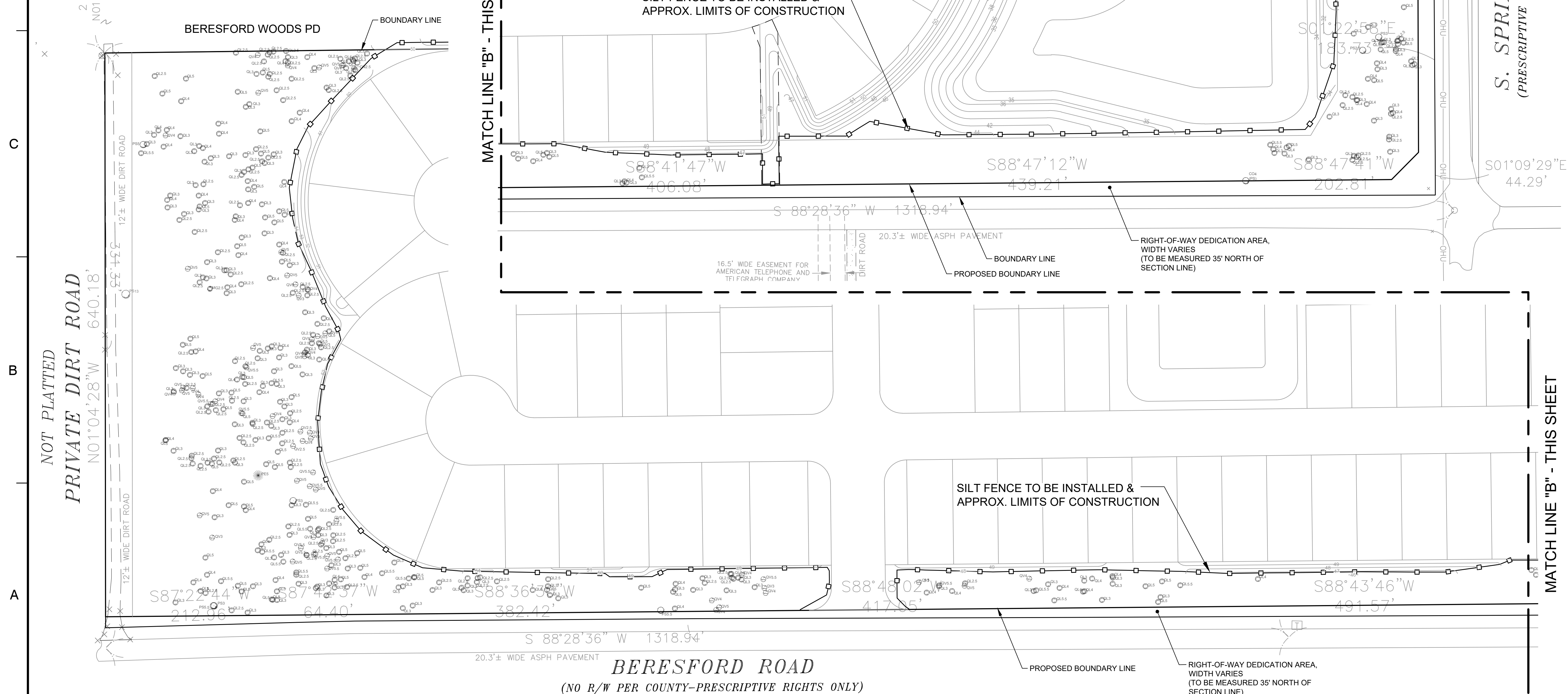
NOTES:

1. THESE ARE THE SMALL TREE NOT WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT TO BE SAVED.
2. (1) 4-in Hackberry is included w/ Black Cherry count)

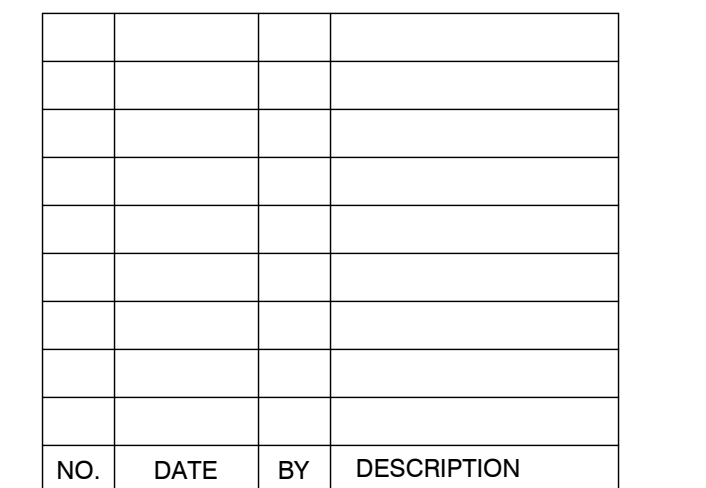
1. ELEVATION SHOWN REFERENCE VERTICAL DATUM OF NAVD '88.

2. TREE SURVEY PROVIDED BY NORTH STAR ENVIRONMENTAL CONSULTING, DATED JAN. 17, 2022.

- MG - SOUTHERN MAGNOLIA
- PE - SLASH PINE
- PS - BLACK CHERRY
- QL - LAUREL OAK
- QV - LIVE OAK
- QN - WATER OAK



SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738



REVISIONS

PLANS	TITLE
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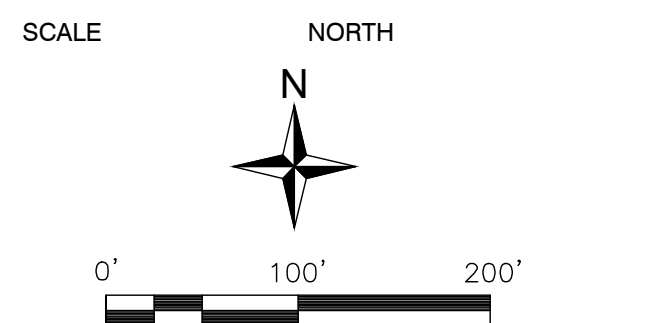
PROJECT NO. 50131479

SHEET NO.

OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

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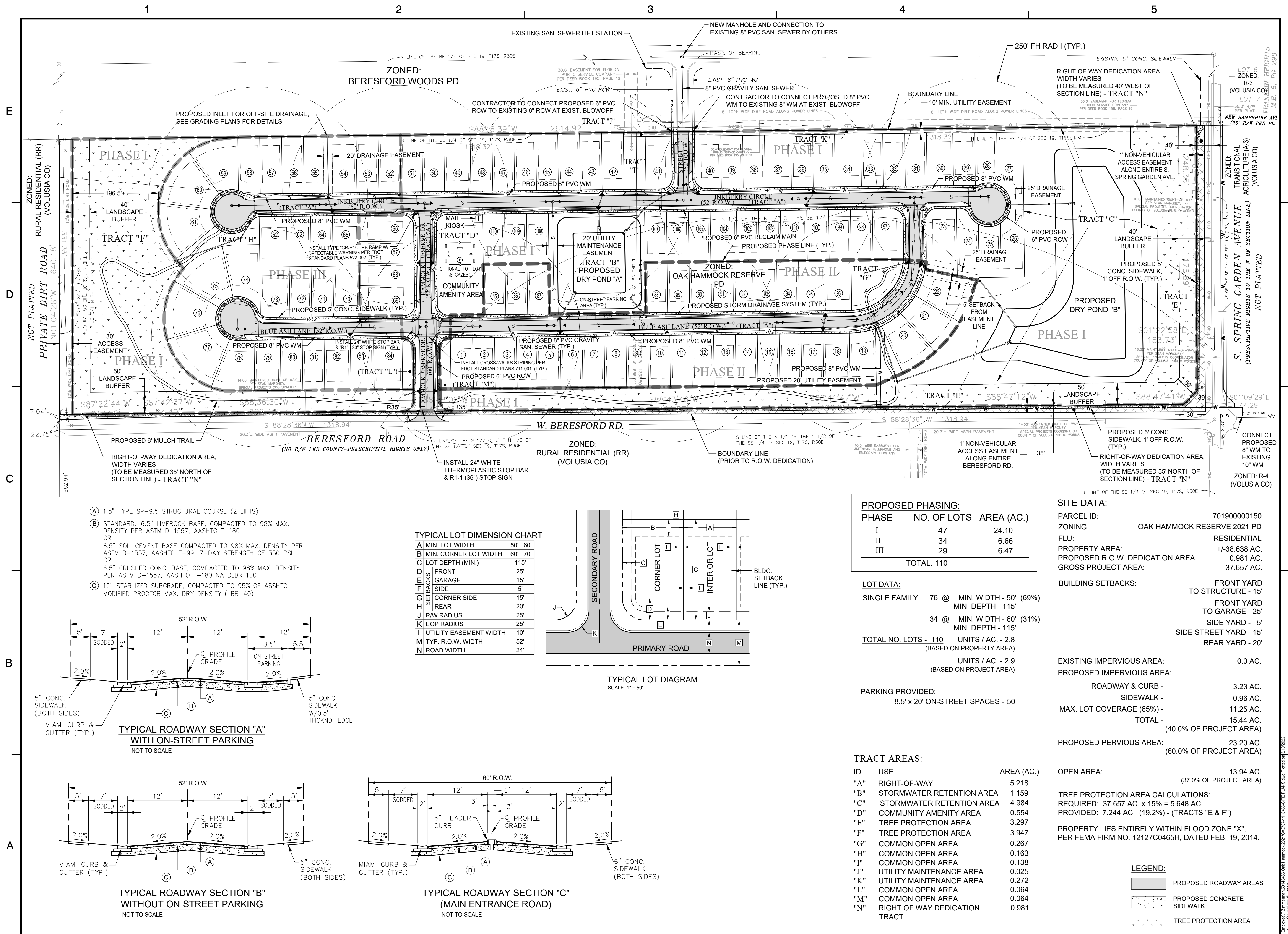
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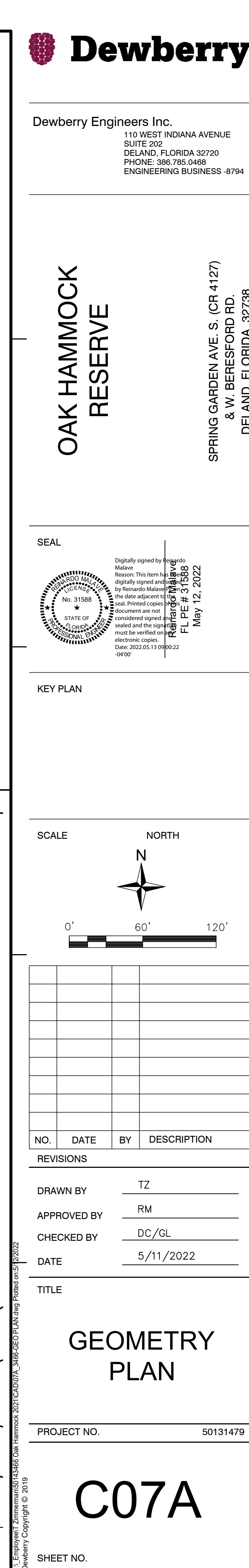
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TITLE	

PROJECT NO. 50131479

OVERALL
DEVELOPMENT
PLAN

SHEET NO.





SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

SCALE

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0' 50' 100'

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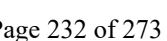
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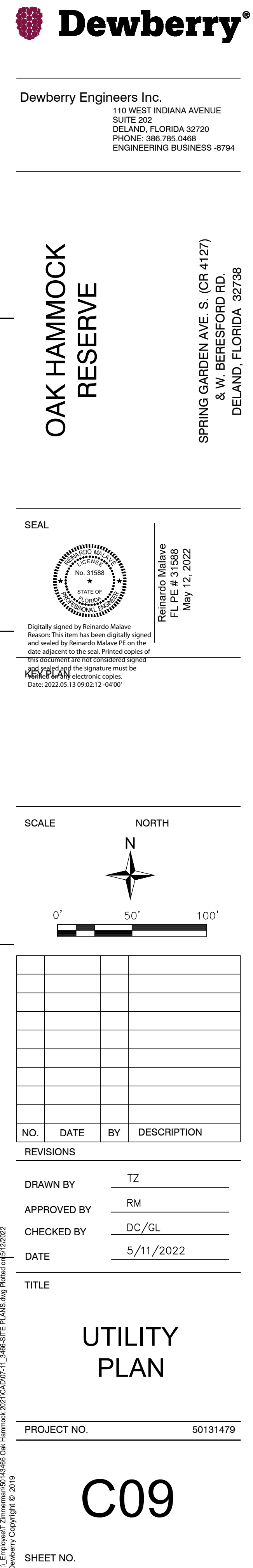
UTILITY PLAN

PROJECT NO.	50131479
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C08

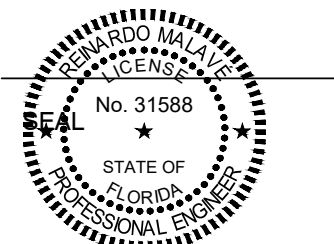
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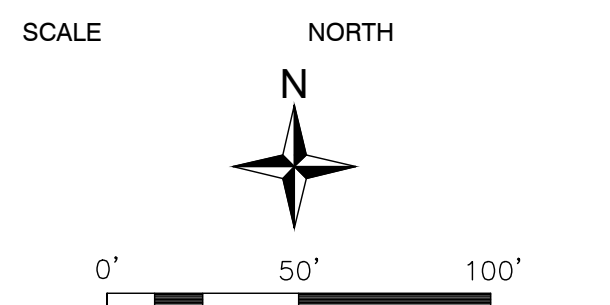


**OAK HAMMOCK
RESERVE**

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
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KEY PLAN



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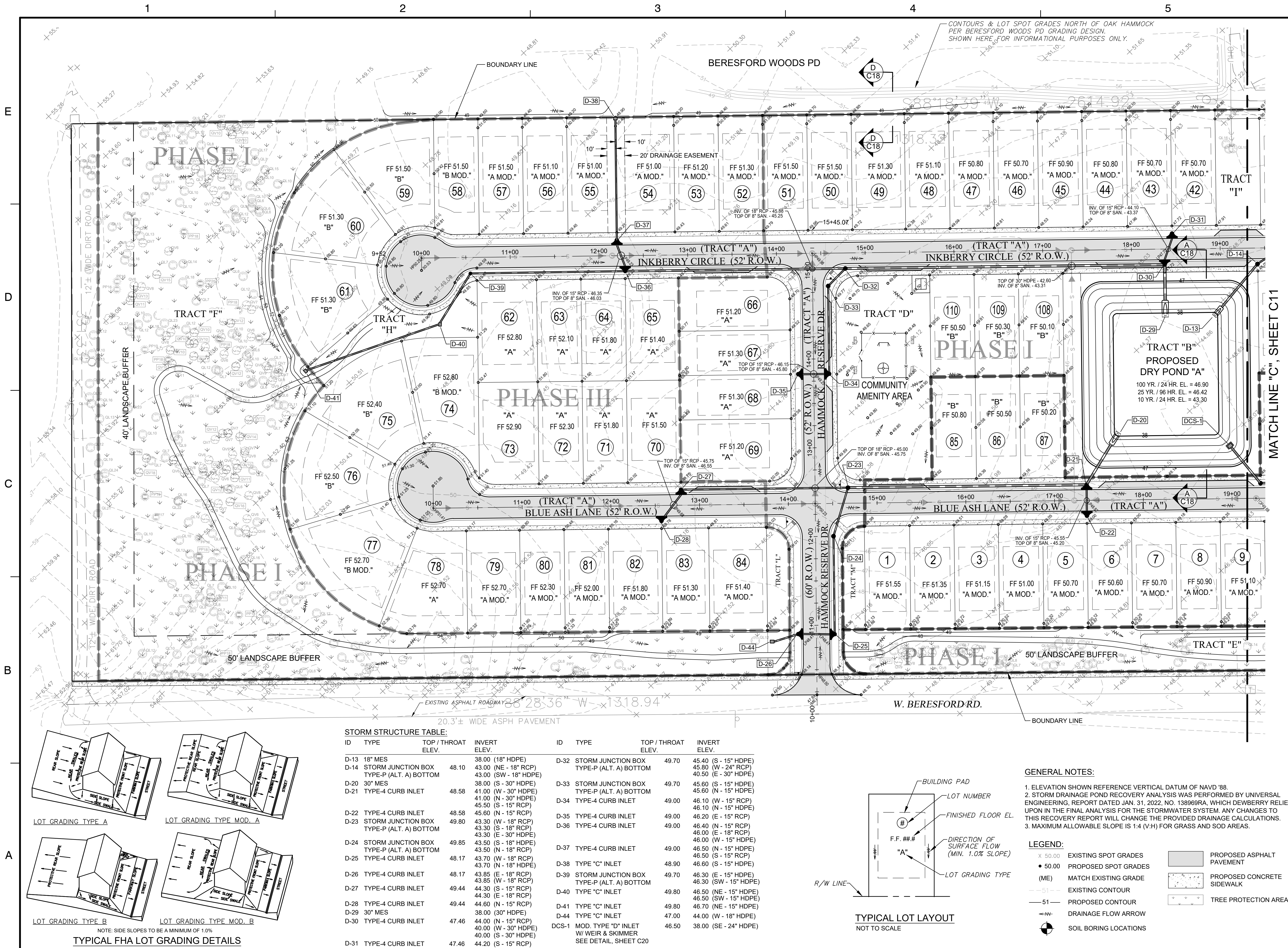
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**GRADING &
DRAINAGE
PLAN**

PROJECT NO. 50131479

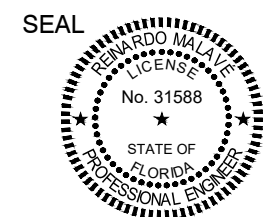
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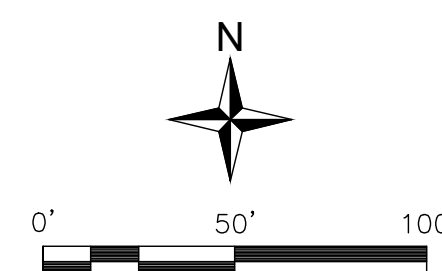
**OAK HAMMOCK
RESERVE**

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NO. DATE BY DESCRIPTION

REVISIONS

DRAWN BY TZ

APPROVED BY RM

CHECKED BY DC/GL

DATE 5/11/2022

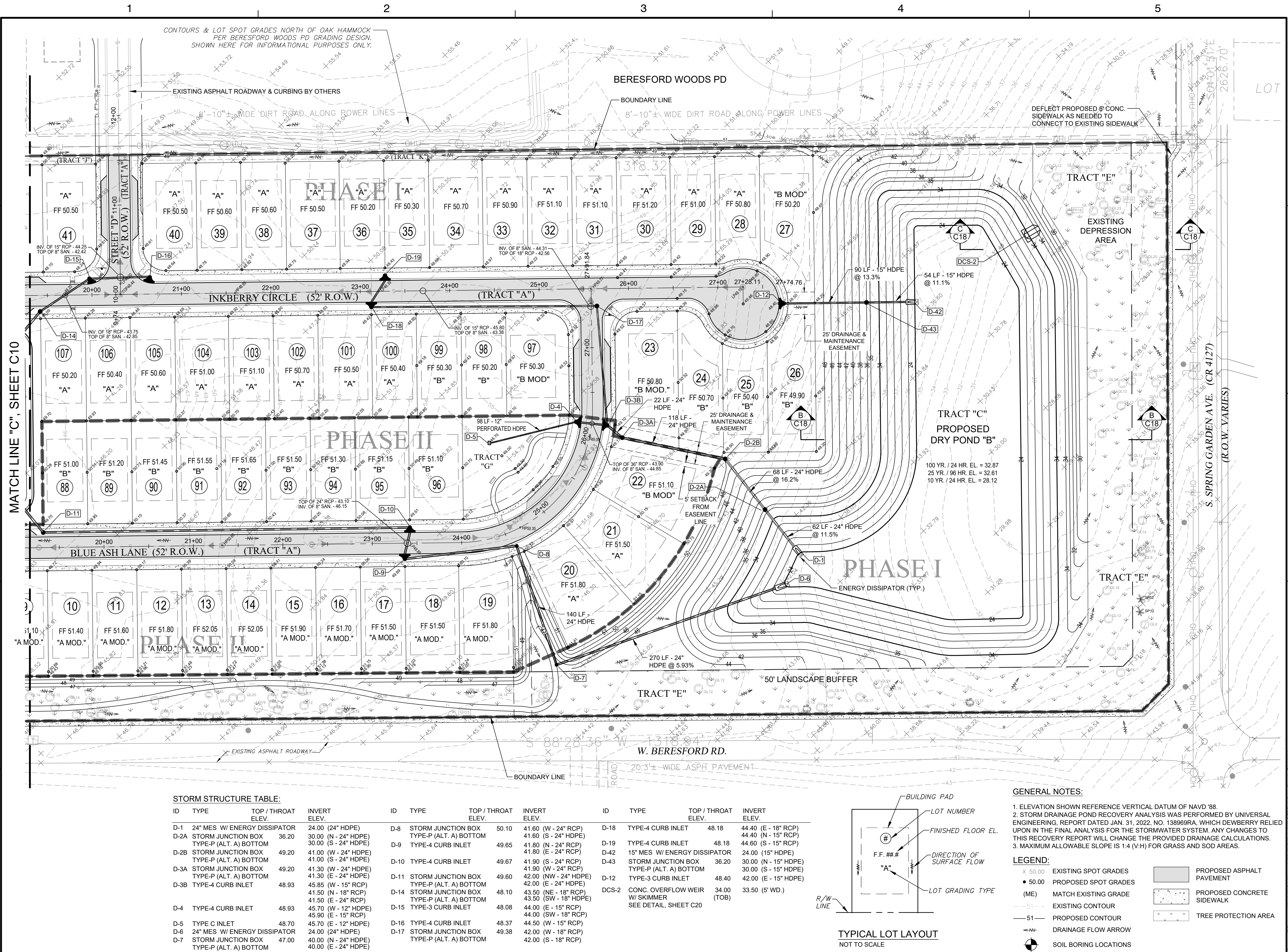
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**GRADING &
DRAINAGE
PLAN**

PROJECT NO. 50131479

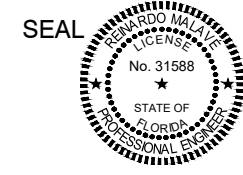
C11

SHEET NO.



OAK HAMMOCK
RESERVE

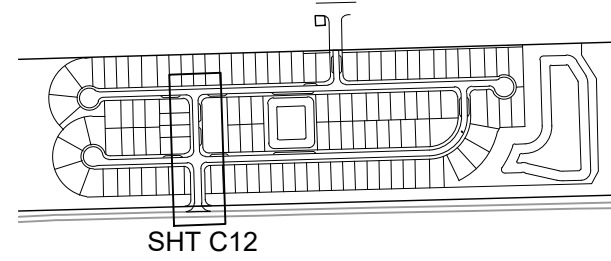
SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738



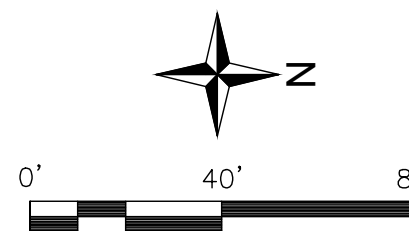
Digitally signed by Reinardo Malave
Reason: This item has been digitally signed and
sealed by Reinardo Malave PE on the date
adjacent to the seal. Printed copies of this
document are not considered signed and
sealed and the signature must be verified on
any electronic copies.
Date: 2022.05.13 09:05:43 -0400

Reinardo Malave
FL PE # 31588
May 10, 2022

KEY PLAN



SCALE NORTH



NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	5/11/2022

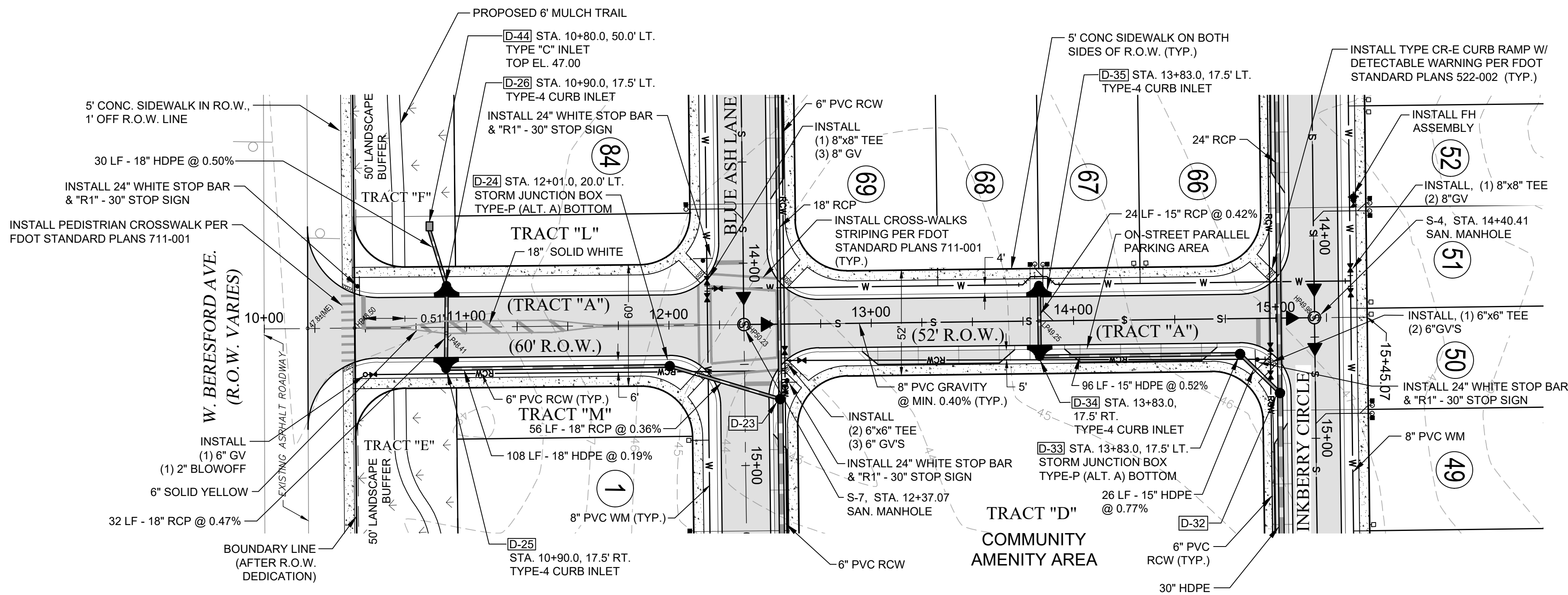
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PLAN & PROFILE
HAMMOCK RESERVE
DRIVE

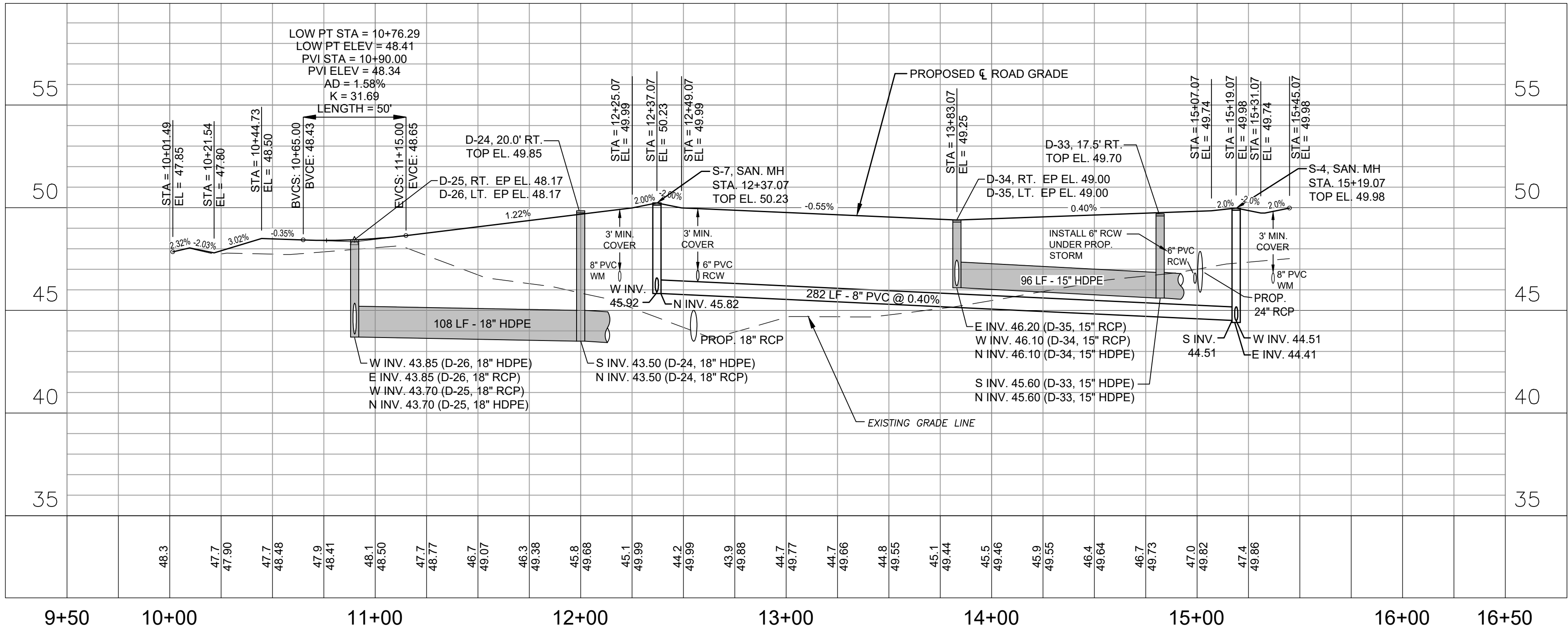
PROJECT NO. 50131479

C12

SHEET NO.



HAMMOCK RESERVE DRIVE - PLAN VIEW



HAMMOCK RESERVE DRIVE - PROFILE VIEW

NOTES:
1. ALL STRIPING TO BE THERMOPLASTIC.
2. ROADWAY STRIPING PER FDOT
STANDARD PLANS 711-003.

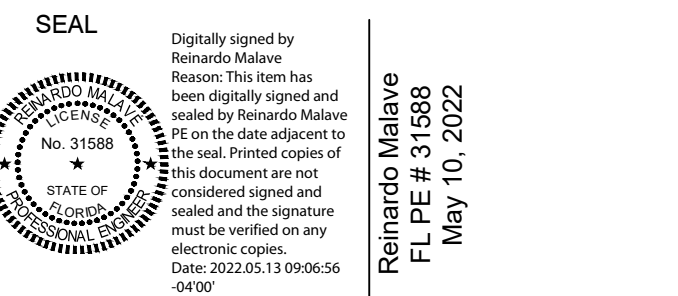
LEGEND: (PROPOSED)

- FM FORCE MAIN
- S GRAVITY SEWER
- WM WATER MAIN
- RCW RECLAIM WATER MAIN
- Fire Hydrant & Valve Assembly
- Single Sewer Lateral
- Double Sewer Lateral

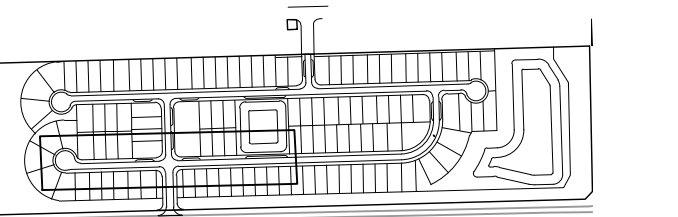
- Single Water Lateral
- Double Water Lateral
- Single Reclaim Water Lateral
- Double Reclaim Water Lateral
- Storm Pipe
- Lot Number

OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

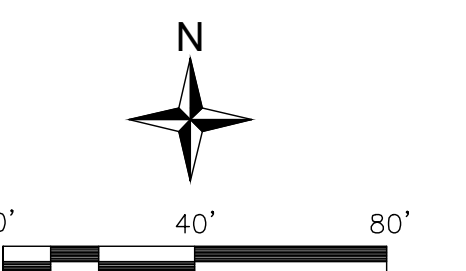


KEY PLAN



SHT C13

SCALE NORTH



NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	5/11/2022

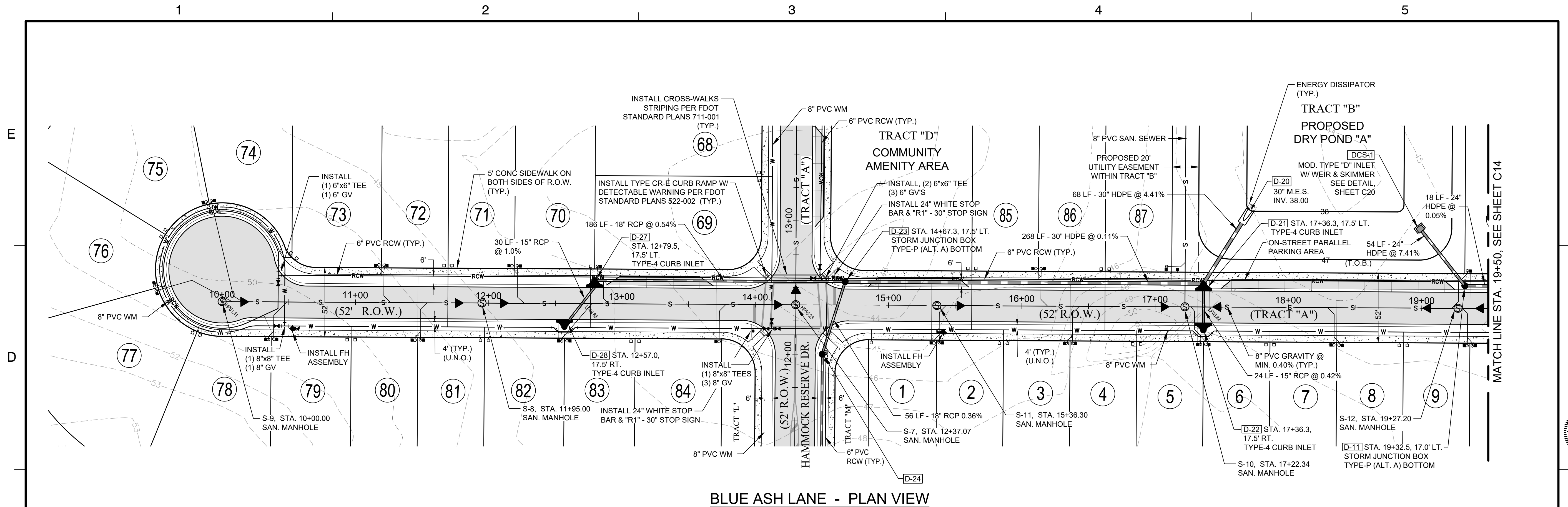
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PLAN & PROFILE
BLUE ASH LANE

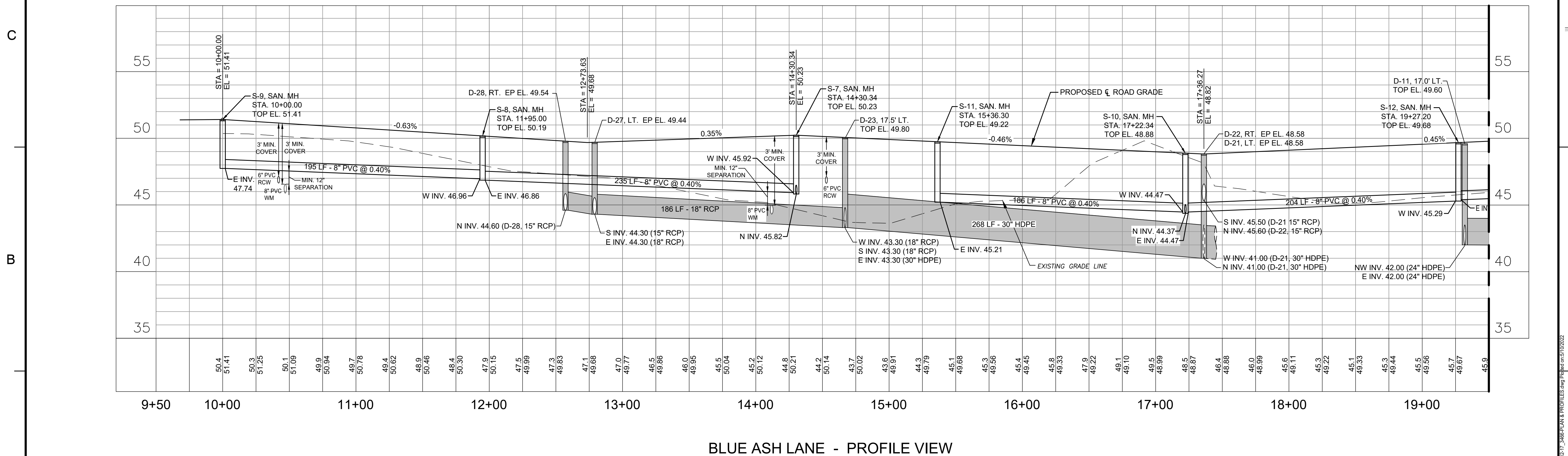
PROJECT NO. 50131479

C13

SHEET NO.



BLUE ASH LANE - PLAN VIEW



BLUE ASH LANE - PROFILE VIEW

NOTES:
1. ALL STRIPING TO BE THERMOPLASTIC.
2. ROADWAY STRIPING PER FDOT
STANDARD PLANS 711-003.

LEGEND: (PROPOSED)

- FM FORCE MAIN
- S GRAVITY SEWER
- WM WATER MAIN
- RCW RECLAIM WATER MAIN
- FW FIRE HYDRANT & VALVE ASSEMBLY
- SL SINGLE SEWER LATERAL
- DL DOUBLE SEWER LATERAL

- SW SINGLE WATER LATERAL
- DWL DOUBLE WATER LATERAL
- SLW SINGLE RECLAIM WATER LATERAL
- DLW DOUBLE RECLAIM WATER LATERAL
- SP STORM PIPE
- LOT NUMBER

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

SEAL



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Reinardo Malave
Reason: This item has
been digitally signed
and sealed by Reinardo
Malave PE on the date
adjacent to the seal.
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document are not
considered signed and
sealed unless the
signature must be
verified on any
electronic copies.
Date: 2022.05.13
09:07:59 -0400'

Reinardo Malave
FL PE # 31588
May 10, 2022

SHT C14

SCALE

NORTH



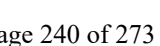
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REVISIONS	
DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	5/11/2022
TITLE	

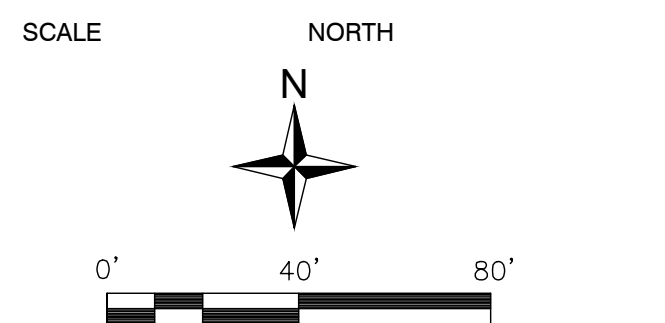
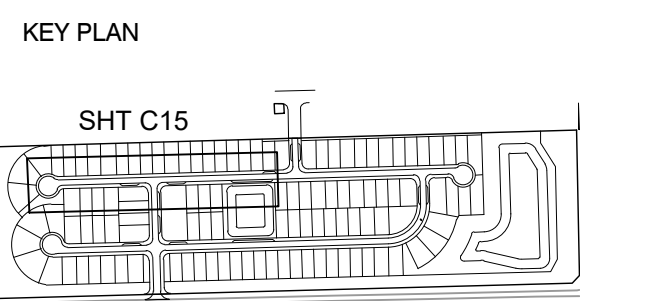
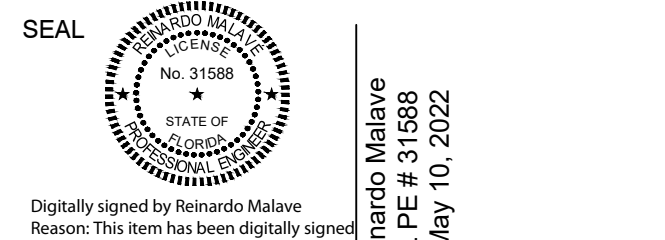
PROJECT NO.	50131479
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SHEET NO.



OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738



NO.	DATE	BY	DESCRIPTION
REVISIONS			

DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	5/11/2022

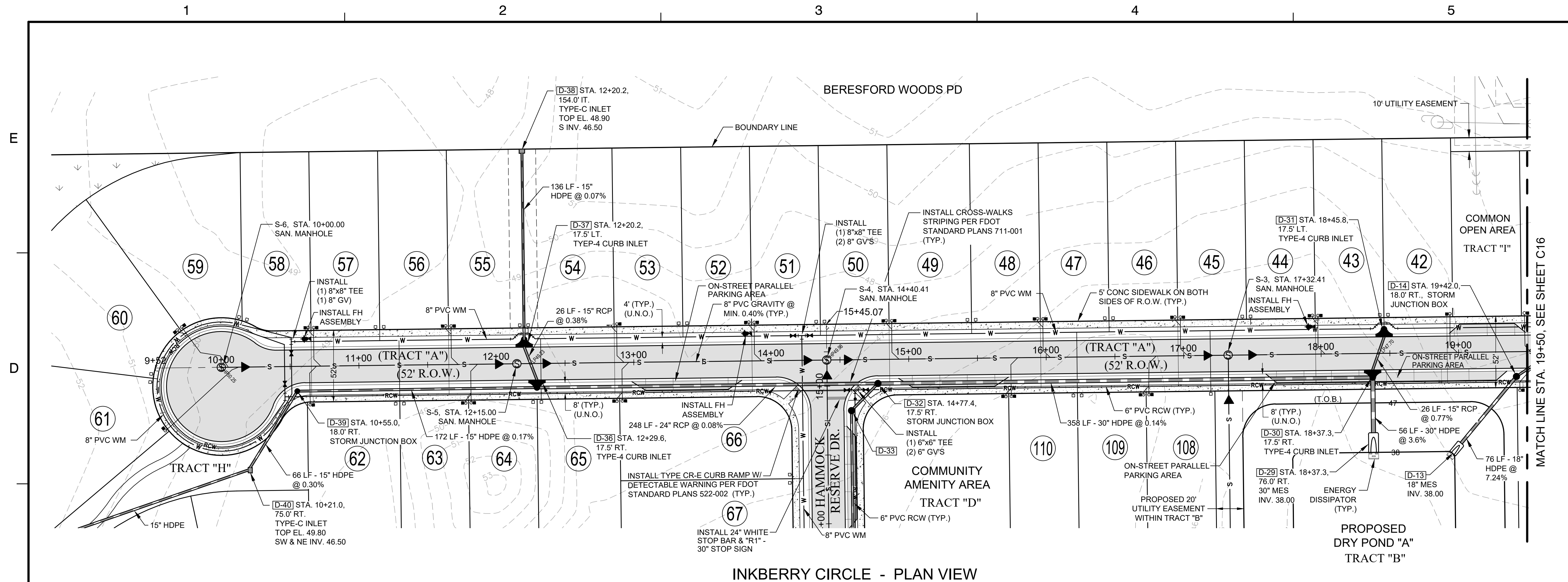
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PLAN & PROFILE
INKBERRY CIRCLE

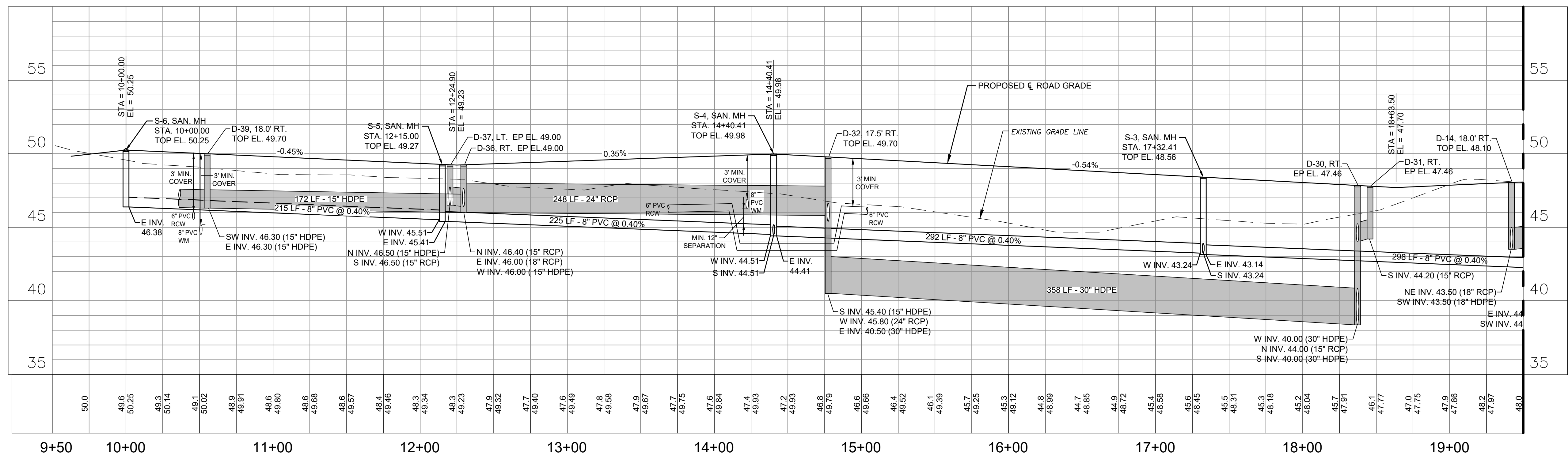
PROJECT NO. 50131479

C15

SHEET NO.



INKBERRY CIRCLE - PLAN VIEW



INKBERRY CIRCLE - PROFILE VIEW

- NOTES:
1. ALL STRIPING TO BE THERMOPLASTIC.
 2. ROADWAY STRIPING PER FDOT STANDARD PLANS 711-003.

LEGEND: (PROPOSED)

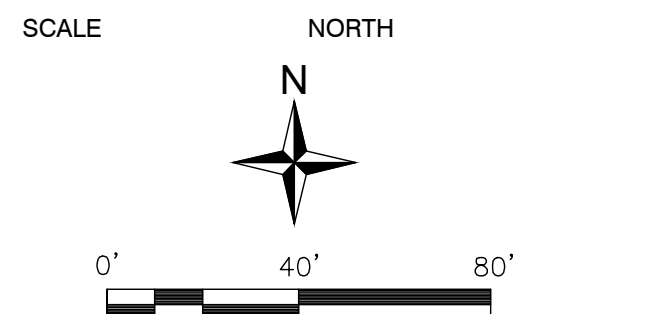
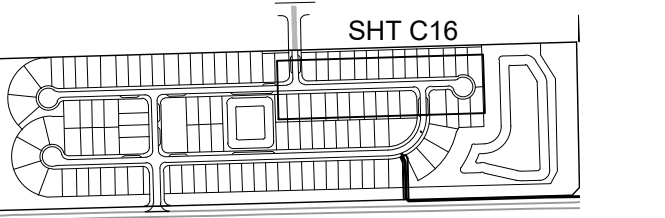
- FM — FORCE MAIN
- S — GRAVITY SEWER
- WM — WATER MAIN
- RCW — RECLAIM WATER MAIN
- FDV — FIRE DRIFT & VALVE ASSEMBLY
- SL — SINGLE SEWER LATERAL
- DSL — DOUBLE SEWER LATERAL

- SWL — SINGLE WATER LATERAL
- DWL — DOUBLE WATER LATERAL
- SWL — SINGLE RECLAIM WATER LATERAL
- DWL — DOUBLE RECLAIM WATER LATERAL
- SP — STORM PIPE
- LOT — LOT NUMBER

OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

SEALED
REINARDO MALAVE
No. 31588
STATE OF
FLORIDA
PE
REINARDO MALAVE
FL PE # 31588
May 12, 2022



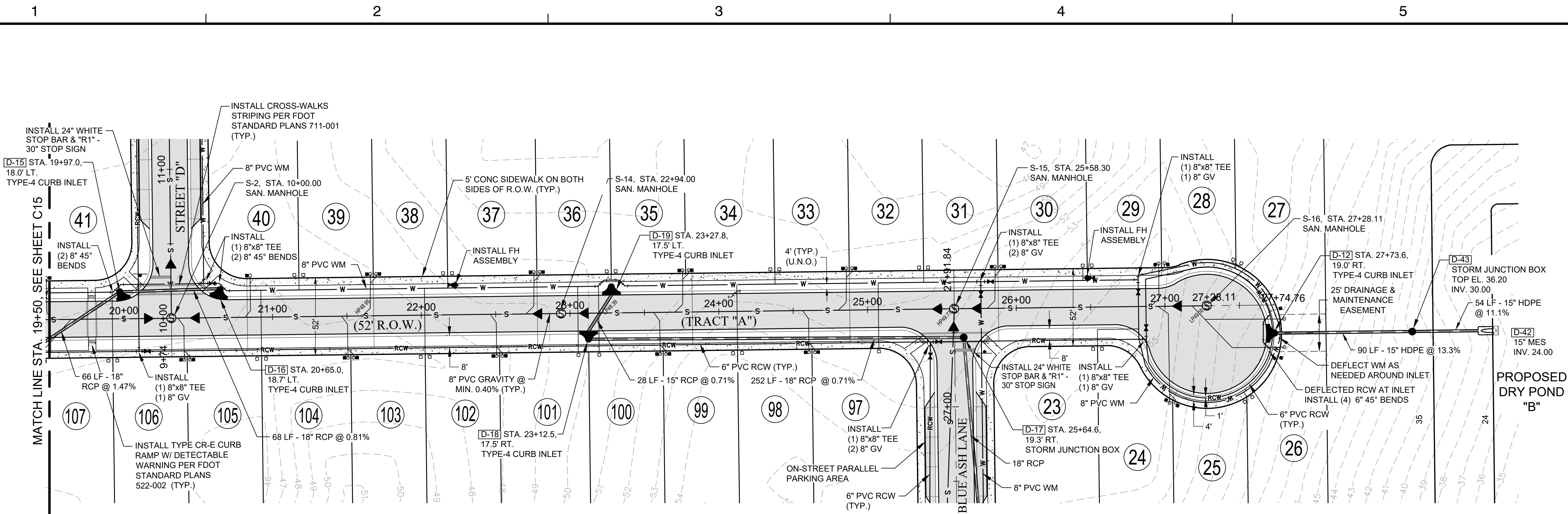
NO.	DATE	BY	DESCRIPTION

REVISIONS

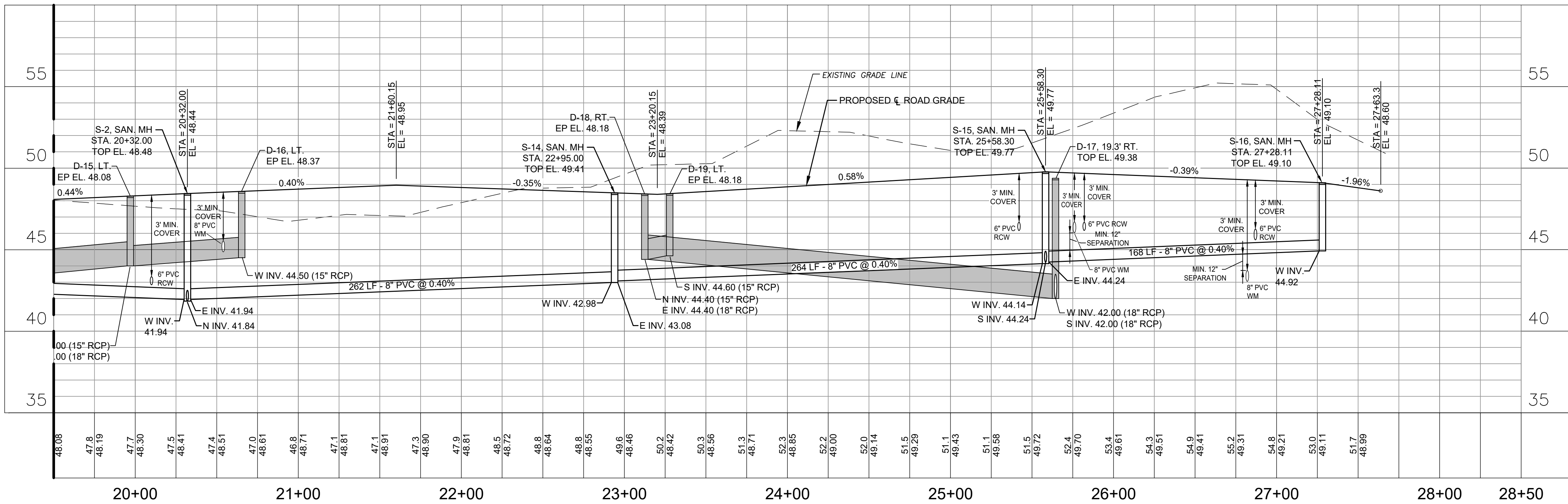
DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	5/11/2022
TITLE	
PROJECT NO.	50131479

C16

SHEET NO.



INKBERRY CIRCLE - PLAN VIEW



INKBERRY CIRCLE - PROFILE VIEW

NOTES:
1. ALL STRIPING TO BE THERMOPLASTIC.
2. ROADWAY STRIPING PER FDOT
STANDARD PLANS 711-003.

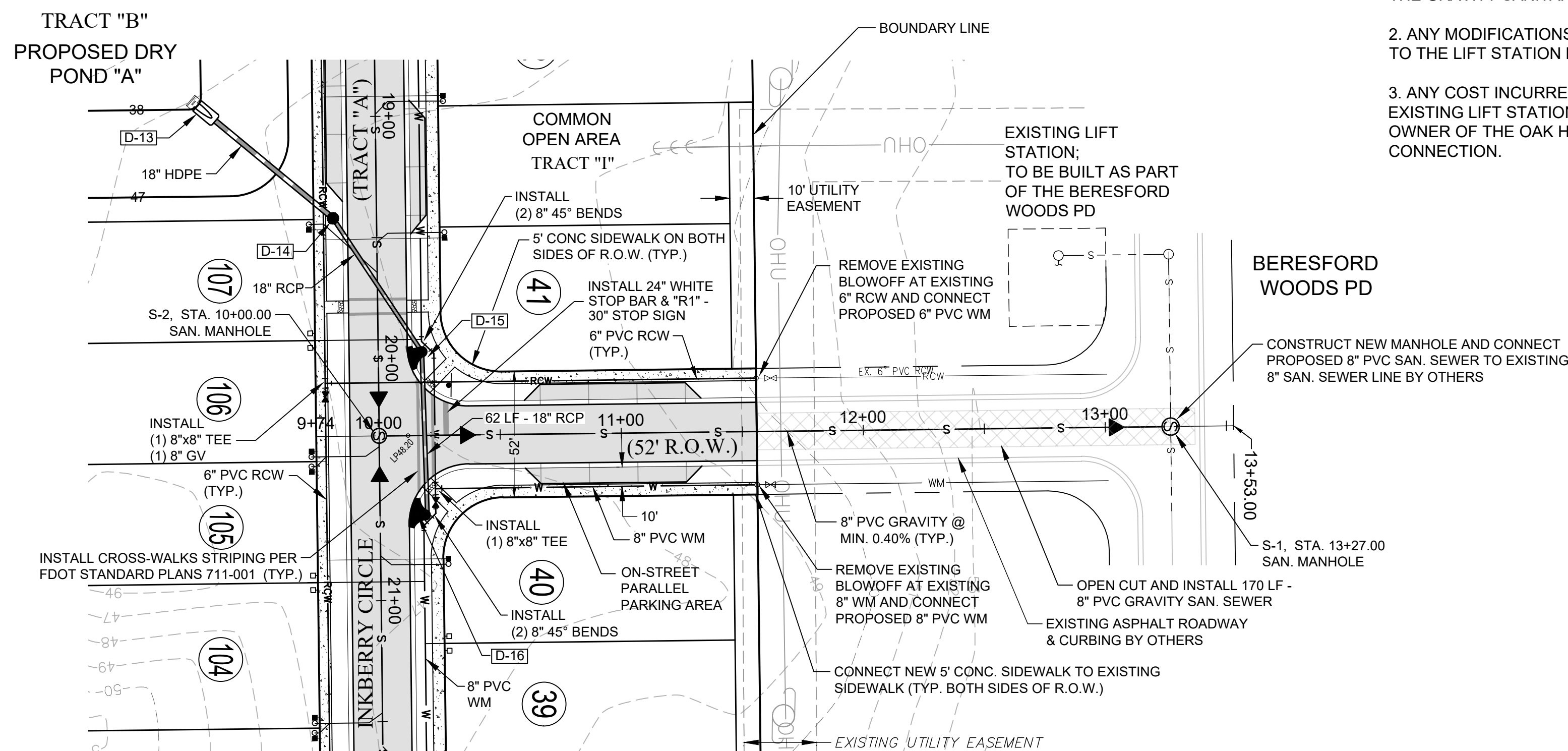
LEGEND: (PROPOSED)

- FM FORCE MAIN
- S GRAVITY SEWER
- WM WATER MAIN
- RCW RECLAIM WATER MAIN
- FIRE HYDRANT & VALVE ASSEMBLY
- SINGLE SEWER LATERAL
- DOUBLE SEWER LATERAL

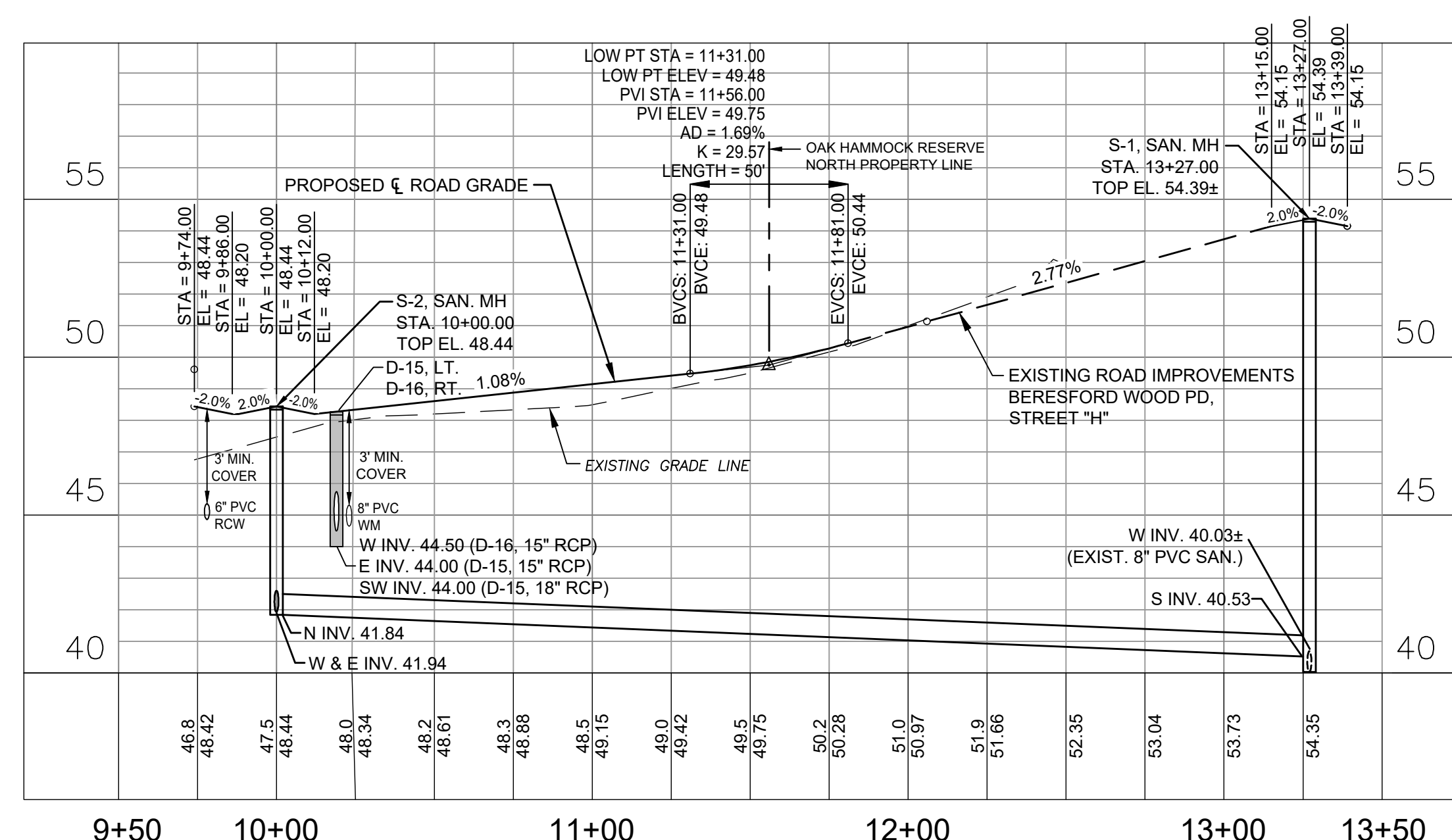
- SINGLE WATER LATERAL
- DOUBLE WATER LATERAL
- SINGLE RECLAIM WATER LATERAL
- DOUBLE RECLAIM WATER LATERAL
- STORM PIPE
- LOT NUMBER

SANITARY SEWER NOTE:

1. CONTRACTOR TO COORDINATE WITH THE CITY OF DELAND PUBLIC WORKS DEPT. FOR ANY MODIFICATIONS REQUIRED OF THE EXISTING LIFT STATION TO RECEIVE THE GRAVITY SANITARY SEWER FROM THE OAK HAMMOCK RESERVE PD.
2. ANY MODIFICATIONS SHALL BE BASED ON THE DESIGN OF THE MODIFICATIONS TO THE LIFT STATION BY THE HAMMOCK OAKS RESERVE ENGINEER OF RECORD.
3. ANY COST INCURRED FOR THE MODIFICATION OR UPGRADE OF THE CITY'S EXISTING LIFT STATION AT BERESFORD WOODS SHALL BE PROVIDED BY THE OWNER OF THE OAK HAMMOCK RESERVE PD AT THE TIME OF THE REQUIRED CONNECTION.



STREET "D" - PLAN VIEW



STREET "D" - PROFILE VIEW

- NOTES:**
1. ALL STRIPING TO BE THERMOPLASTIC.
2. ROADWAY STRIPING PER FDOT
STANDARD PLANS 711-003.

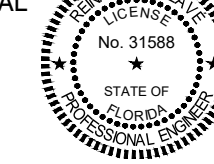
LEGEND: (PROPOSED)

- LEGEND: (NOT USED)
- FM — FORCE MAIN
 - S — GRAVITY SEWER
 - WM — WATER MAIN
 - RCW — RECLAIM WATER MAIN
 -  FIRE HYDRANT & VALVE ASSEMBLY
 -  SINGLE SEWER LATERAL
 -  DOUBLE SEWER LATERAL

- | | |
|---|------------------------------|
|  | SINGLE WATER LATERAL |
|  | DOUBLE WATER LATERAL |
|  | SINGLE RECLAIM WATER LATERAL |
|  | DOUBLE RECLAIM WATER LATERAL |
|  | STORM PIPE |
|  | LOT NUMBER |



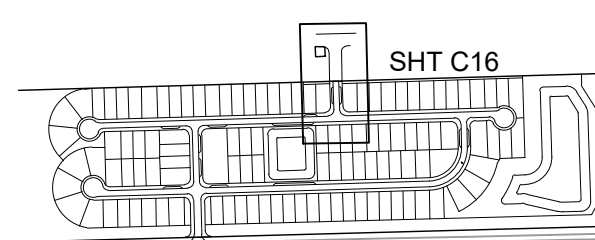
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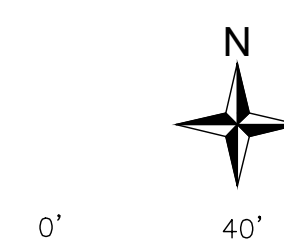
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Reason: This item has been digi...
signed and sealed by Reinardo...
PE on the date adjacent to the s...
Printed copies of this document...
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signature must be verified on a...
electronic copies.

Reinardo Malave
FL PE # 31588
May 10, 2022

KEY PLAN



SCALE NORTH



NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	5/11/2022

TITLE

PLAN & PROFILE STREET "D"

PROJECT NO.	50131479
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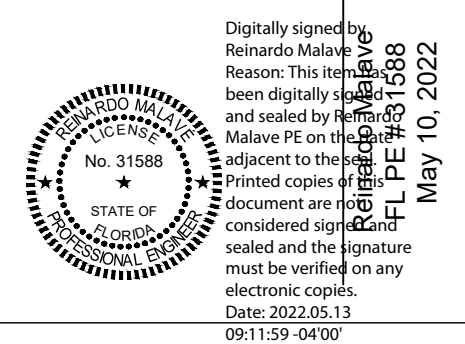
C17

SHEET NO.

OAK HAMMOCK RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

SEAL



KEY PLAN

SCALE NORTH

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REVISIONS

DRAWN BY TZ

APPROVED BY RM

CHECKED BY DC/GL

DATE 5/11/2022

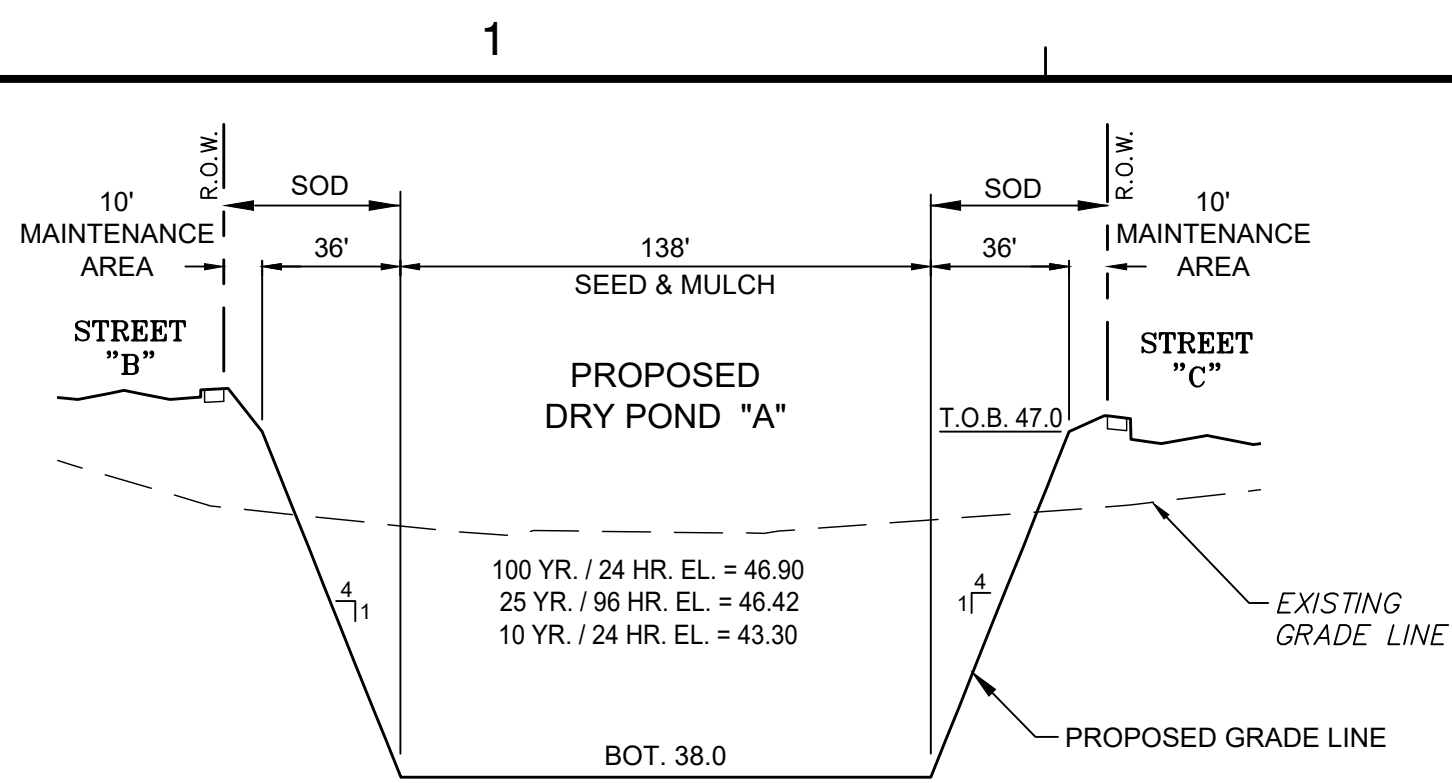
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CROSS SECTIONS

PROJECT NO. 50131479

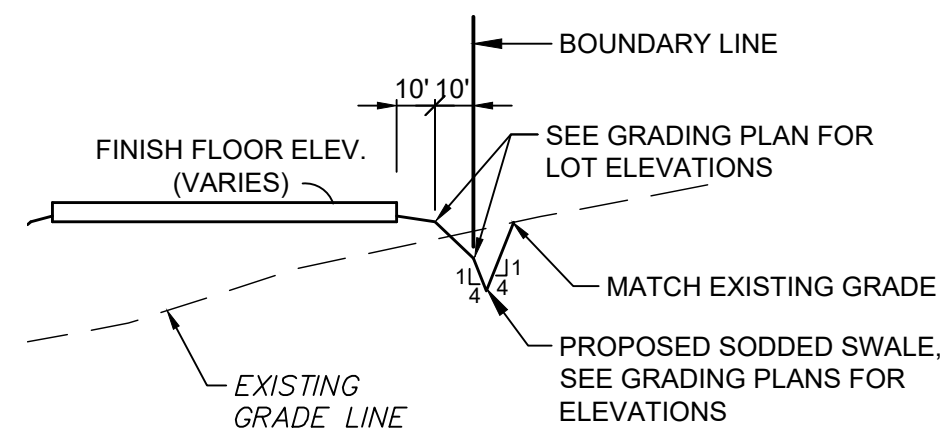
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SHEET NO.



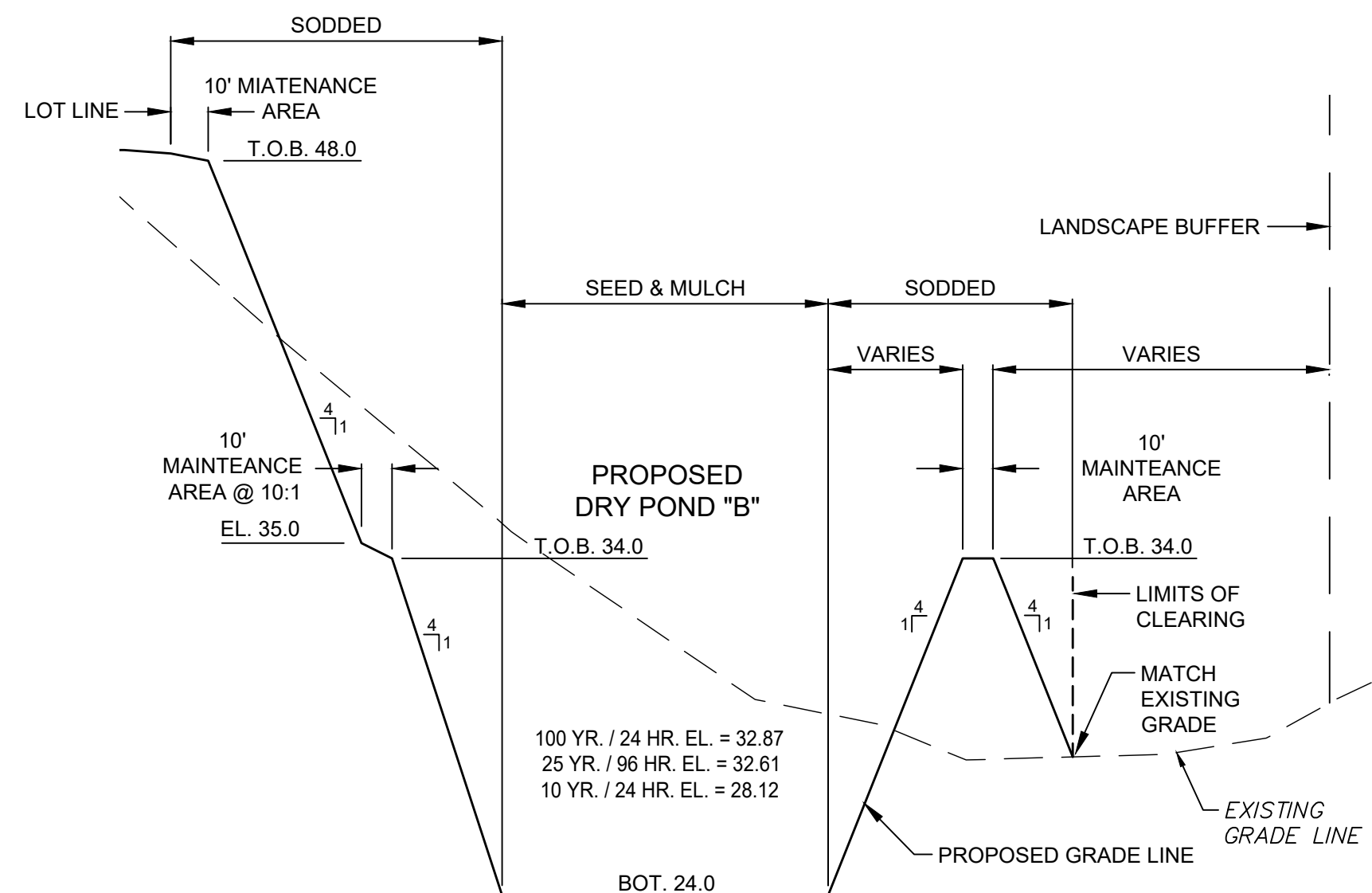
PROPOSED DRY POND "A"
CROSS-SECTION

SCALE: 1" = 50' HORI., 1" = 5' VERT.



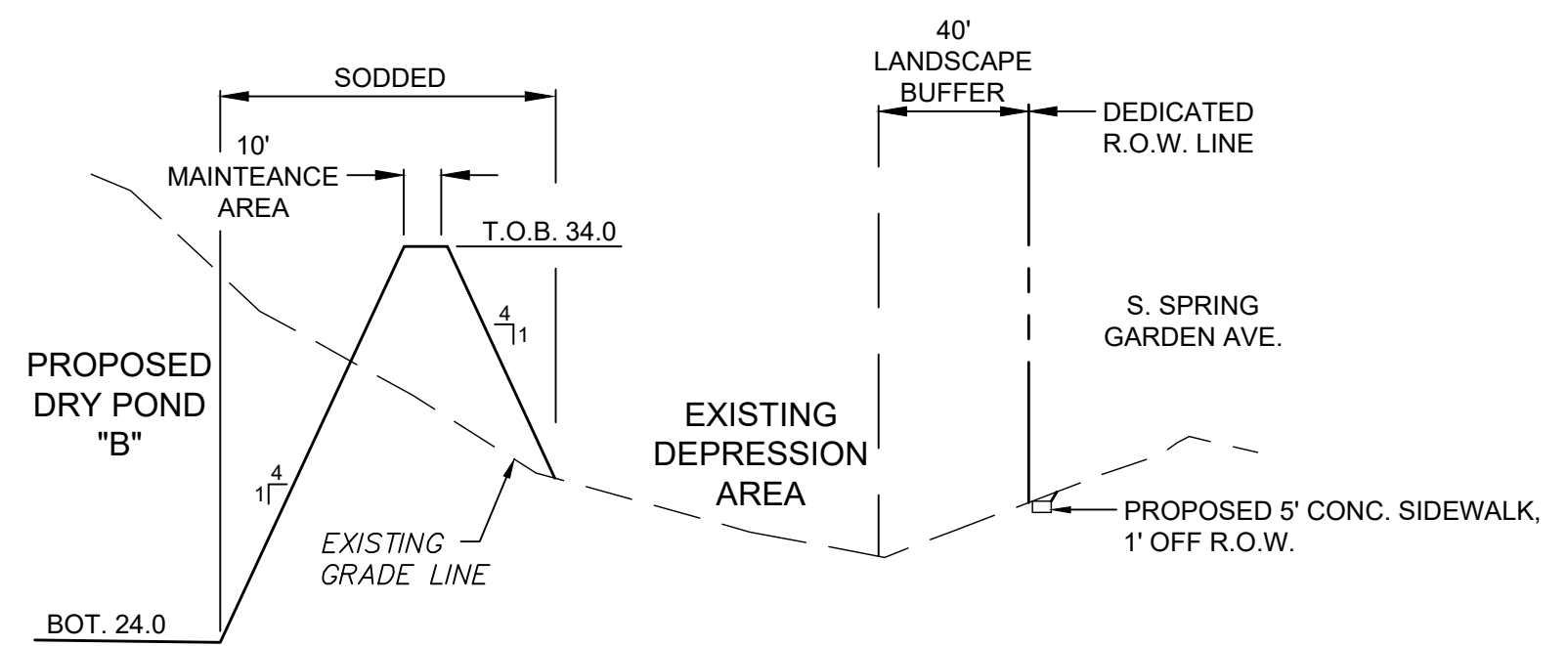
**NORTHERN LOT TYPICAL
CROSS-SECTION**

SCALE: 1" = 50' HORI., 1" = 5' VERT.



PROPOSED DRY POND "B"
CROSS-SECTION

SCALE: 1" = 50' HORI., 1" = 5' VERT.



EXISTING DEPRESSION AREA
CROSS-SECTION

SCALE: 1" = 50' HORI., 1" = 5' VERT.

GENERAL NOTES:

2. STORM DRAINAGE POND RECOVERY ANALYSIS WAS PERFORMED BY UNIVERSAL ENGINEERING, REPORT DATED JAN. 31, 2022, NO. 138969RA, WHICH DEWBERRY RELIED UPON IN THE FINAL ANALYSIS FOR THE STORMWATER SYSTEM. ANY CHANGES TO THIS RECOVERY REPORT WILL CHANGE THE PROVIDED DRAINAGE CALCULATIONS.

REVISIONS

DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	5/11/2022

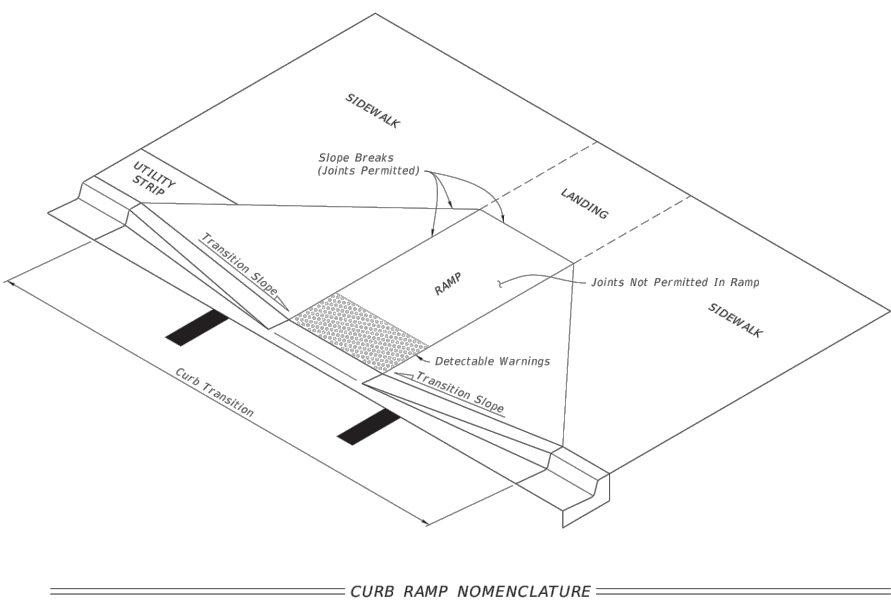
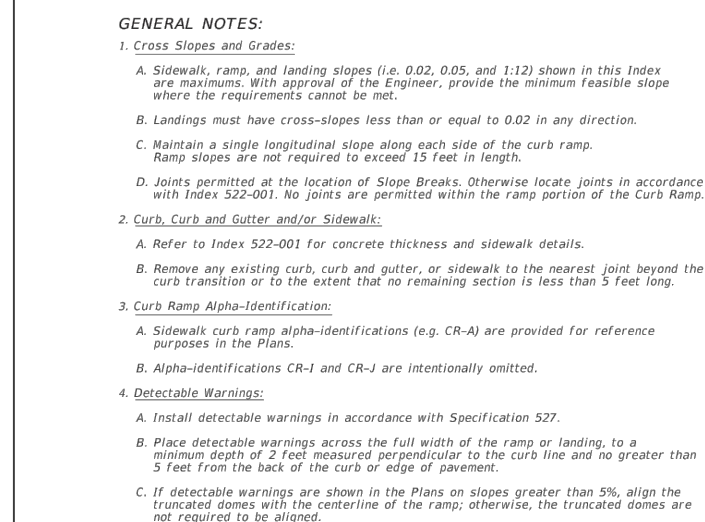
TITLE

DRAINAGE DETAILS

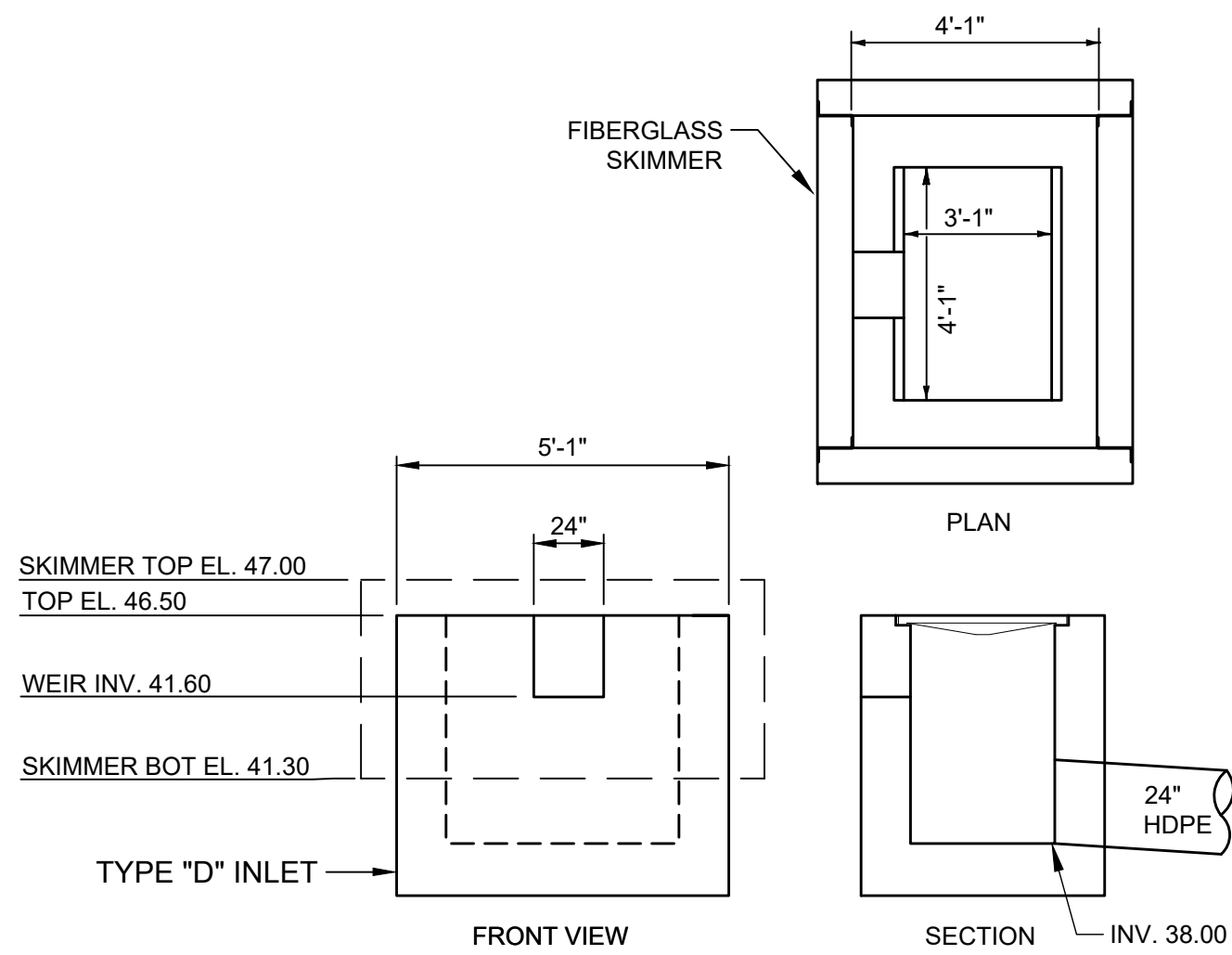
PROJECT NO. 50131479

C20

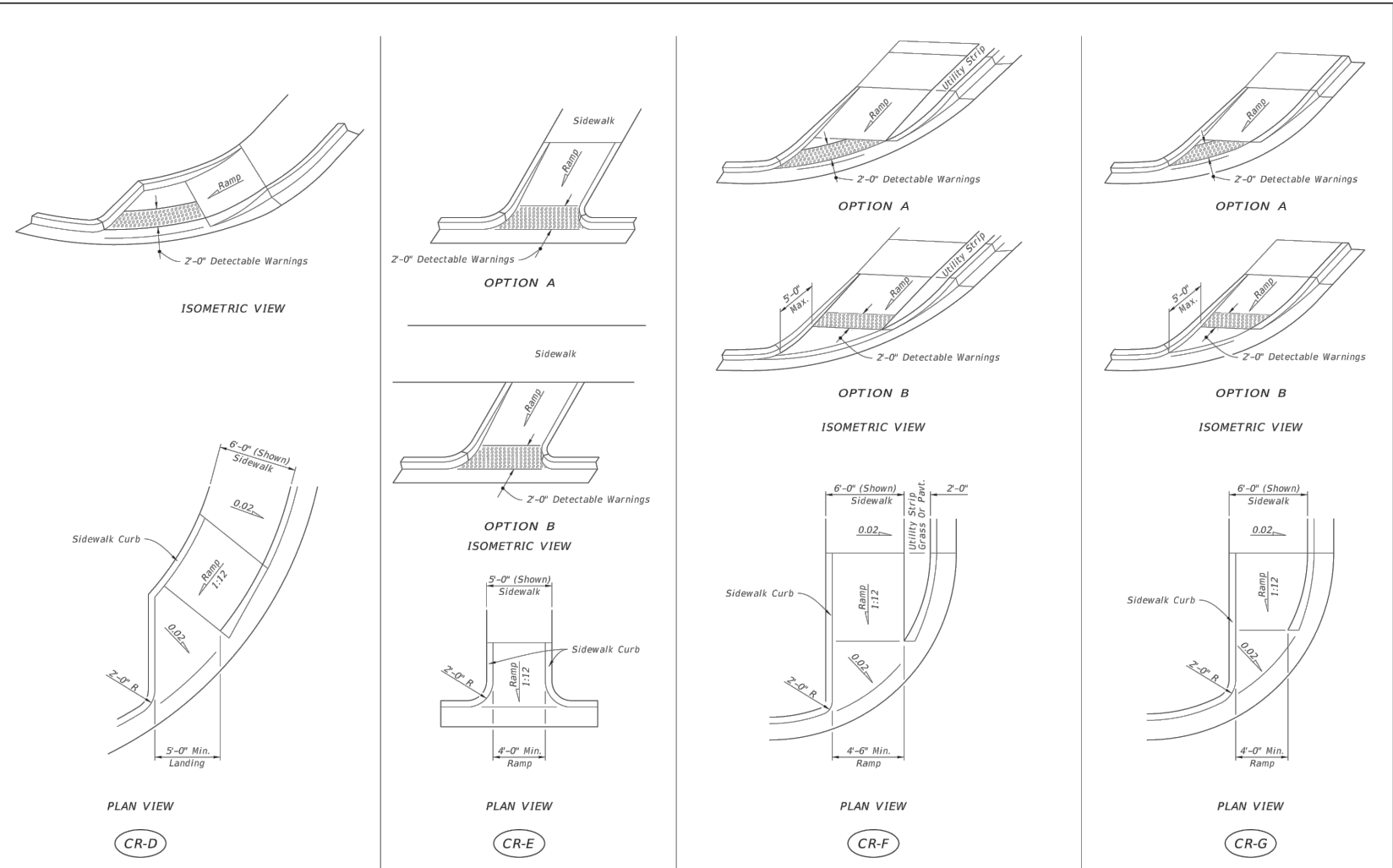
SHEET NO.



LAST REVISION 11/01/20	DESCRIPTION: FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 1 of 7
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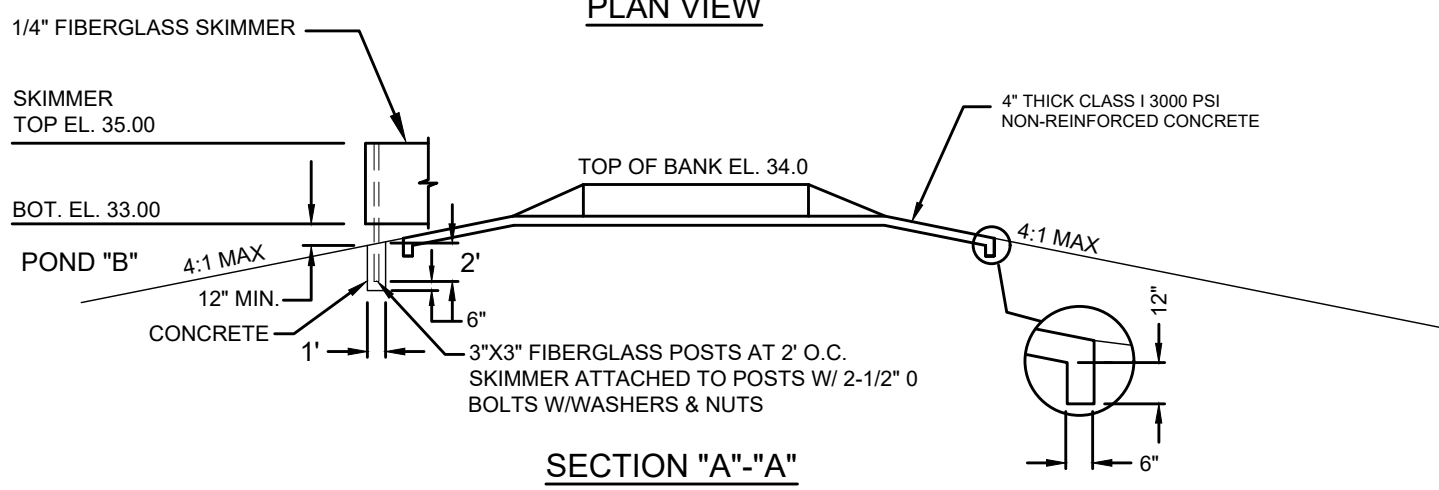
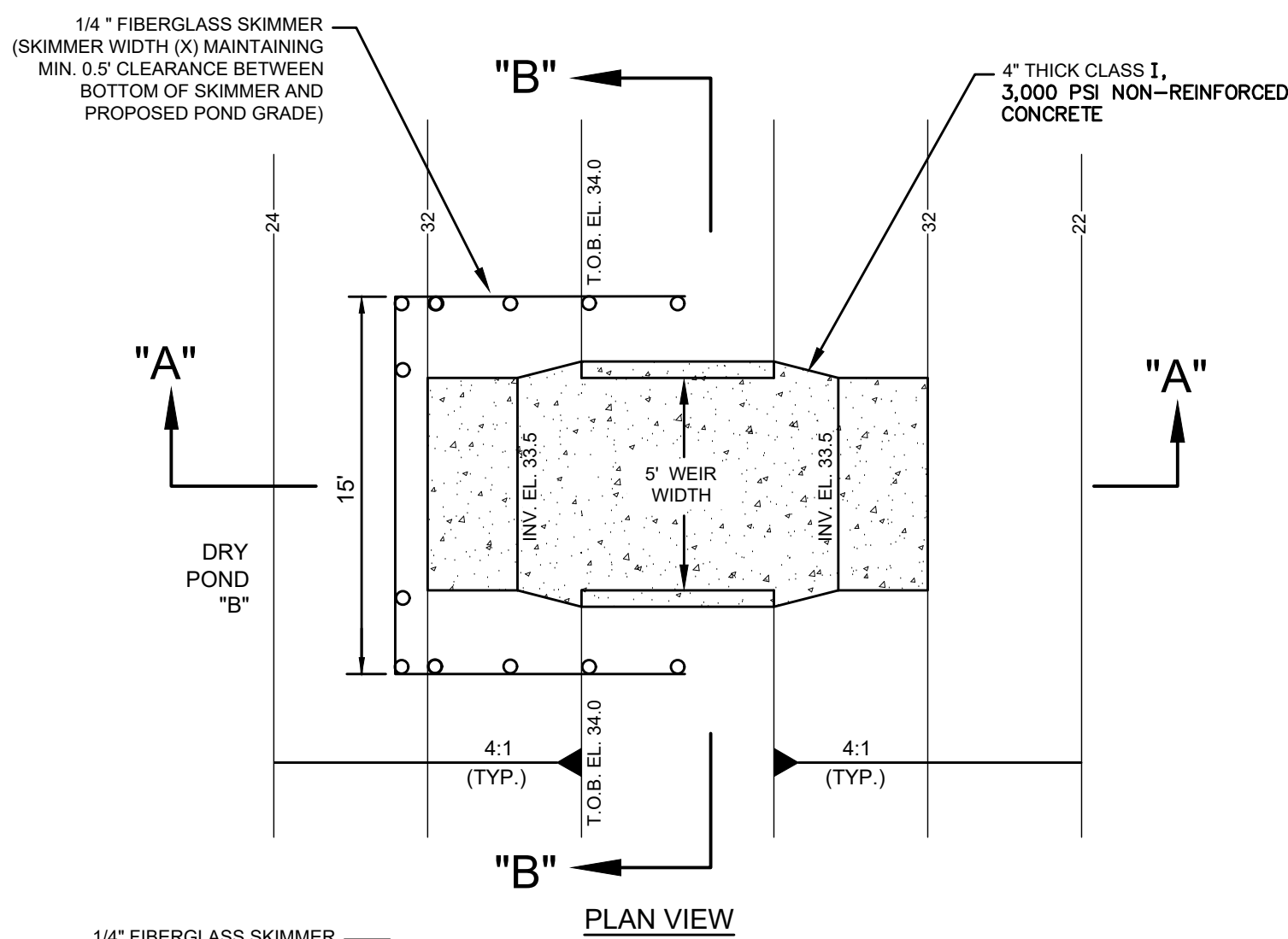


DRAINAGE CONTROL STRUCTURE DCS-1
MODIFIED FDOT TYPE "D" INLET
NOT TO SCALE

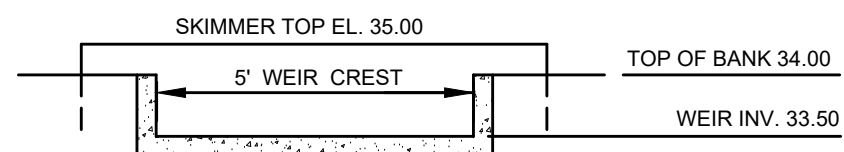


SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION 01/20	DESCRIPTION:	FY 2021-22 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS INDEX 522-002	SHEET 4 of 7
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SECTION "A"-"A"



SECTION "B"-"B"

NOTE: SIDE SLOPES TO BE 4" THICK
CLASS I 3,000 PSI NON-REINFORCED
CONCRETE FROM WEIR CREST TO 2.0
ON TO TOP OF BANK EACH SIDE.

DRAINAGE CONTROL STRUCTURE DCS-2
CONCRETE OVERFLOW WEIR
NOT TO SCALE

1

2

3

4

5



Dewberry Engineers Inc.
110 WEST INDIANA AVENUE
SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468
ENGINEERING BUSINESS -8794

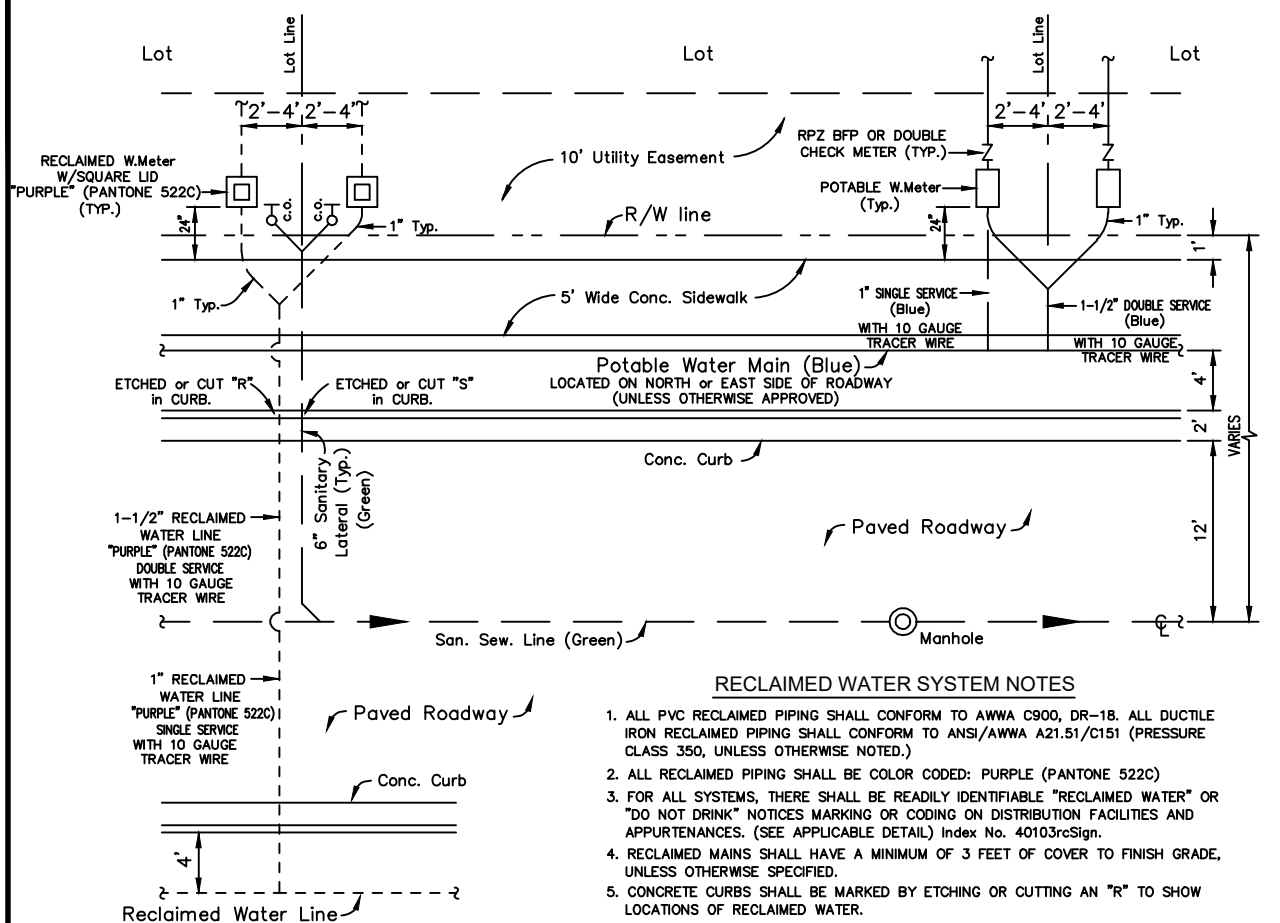
OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314			
Other pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossing (Full Joint Centered)
Storm Sewer Stormwater Force Main, Reclaimed Water (2)	WATER MAIN 3 ft. minimum	12 inches is the minimum except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 3' ft. minimum
Vacuum Sanitary Sewer	WATER MAIN 10 ft. preferred 3 ft. minimum	12 inches preferred 6 inches minimum	Alternate 3' ft. minimum
Gravity Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	WATER MAIN 10 ft. preferred 6 ft. minimum (3)	12 inches is the minimum except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 6' ft. minimum
On-Site Sewage Treatment & Disposal System(4)	10 ft. minimum	---	---

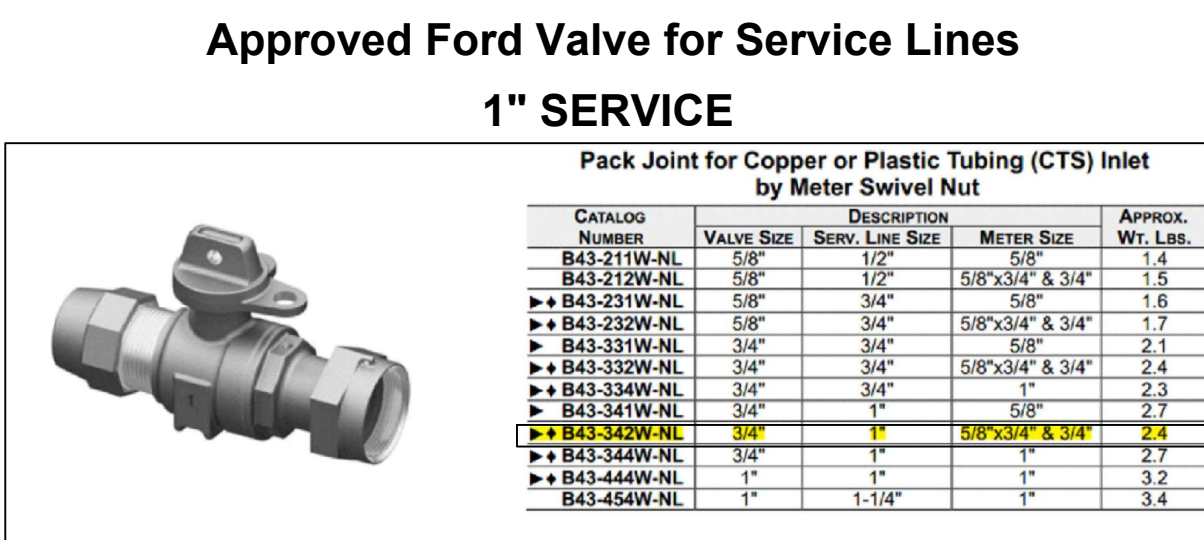
(1) Water Main Should Cross Above other pipe. When Water Main Must Be Below Other Pipe, the Minimum Separation is 12" inches.
(2) Reclaimed Water Regulated Under Part III of chapter 62-510, F.A.C.
(3) 5 ft. for Gravity Sanitary sewer where the Bottom of the Water Main is laid at least 6 inches above the top of gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-160, F.A.C.

DATE: 11/05/2021 WATER PIPE SEPERATION REQUIREMENTS W420
City of DeLand - Standard Details



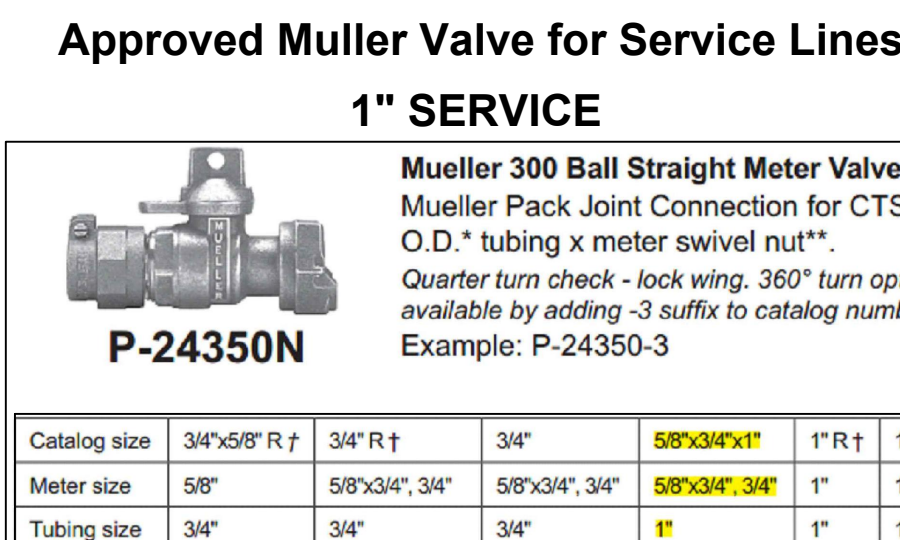
RECLAIMED WATER SYSTEM NOTES
1. ALL PVC RECLAIMED PIPING SHALL CONFORM TO AWWA C900, DR-18. ALL DUCTILE IRON RECLAIMED PIPING SHALL CONFORM TO AWWA C900, DR-18. ALL DUCTILE IRON RECLAIMED PIPING SHALL CONFORM TO AWWA C900, DR-18. ALL DUCTILE IRON RECLAIMED PIPING SHALL CONFORM TO AWWA C900, DR-18.
2. ALL RECLAIMED PIPING SHALL BE COLOR CODED: PURPLE (PANTONE 522C)
3. FOR ALL SYSTEMS, THERE SHALL BE READILY IDENTIFIABLE "RECLAIMED WATER" OR "DO NOT DRINK" NOTICES MARKING OR COATING ON DISTRIBUTION FACILITIES AND APPURTENANCES. (SEE APPLICABLE DETAIL) WHEN NO. 40733-599.
4. RECLAIMED MAINS SHALL HAVE A MINIMUM OF 3 FEET OF COVER TO FINISH GRADE, UNLESS OTHERWISE SPECIFIED.
5. CONCRETE CURBS SHALL BE MARKED BY ETCHING OR CUTTING AN "X" TO SHOW LOCATIONS OF RECLAIMED WATER.
6. CONTRACTOR TO COORDINATE WITH CITY OF DELAND UTILITIES FOR CONSTRUCTION OF THE RECLAIMED MAIN SYSTEM. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARDS AND SPECIFICATIONS AND WILL BE SUBJECT TO THEIR INSPECTION & ACCEPTANCE.
7. ALL RECLAIMED WATER VALVE BOXES SHALL HAVE RECTANGULAR SHAPED COVERS, AND SHALL BE PAINTED PURPLE (PANTONE 522C).
8. ALL TRACER WIRE SHALL BE UV-STABILIZED TO GAUGE. DIRECTIONAL BORES REQUIRED TO ONLY TWO TO GAUGE WIRE THAT ARE FILLED WITH DIRECTIONAL DRILL. OPEN CUT MAY USE ONLY ONE TO GAUGE WIRE.

DATE: 11/05/2021 RESIDENTIAL UTILITY LAYOUT W422
City of DeLand - Standard Details



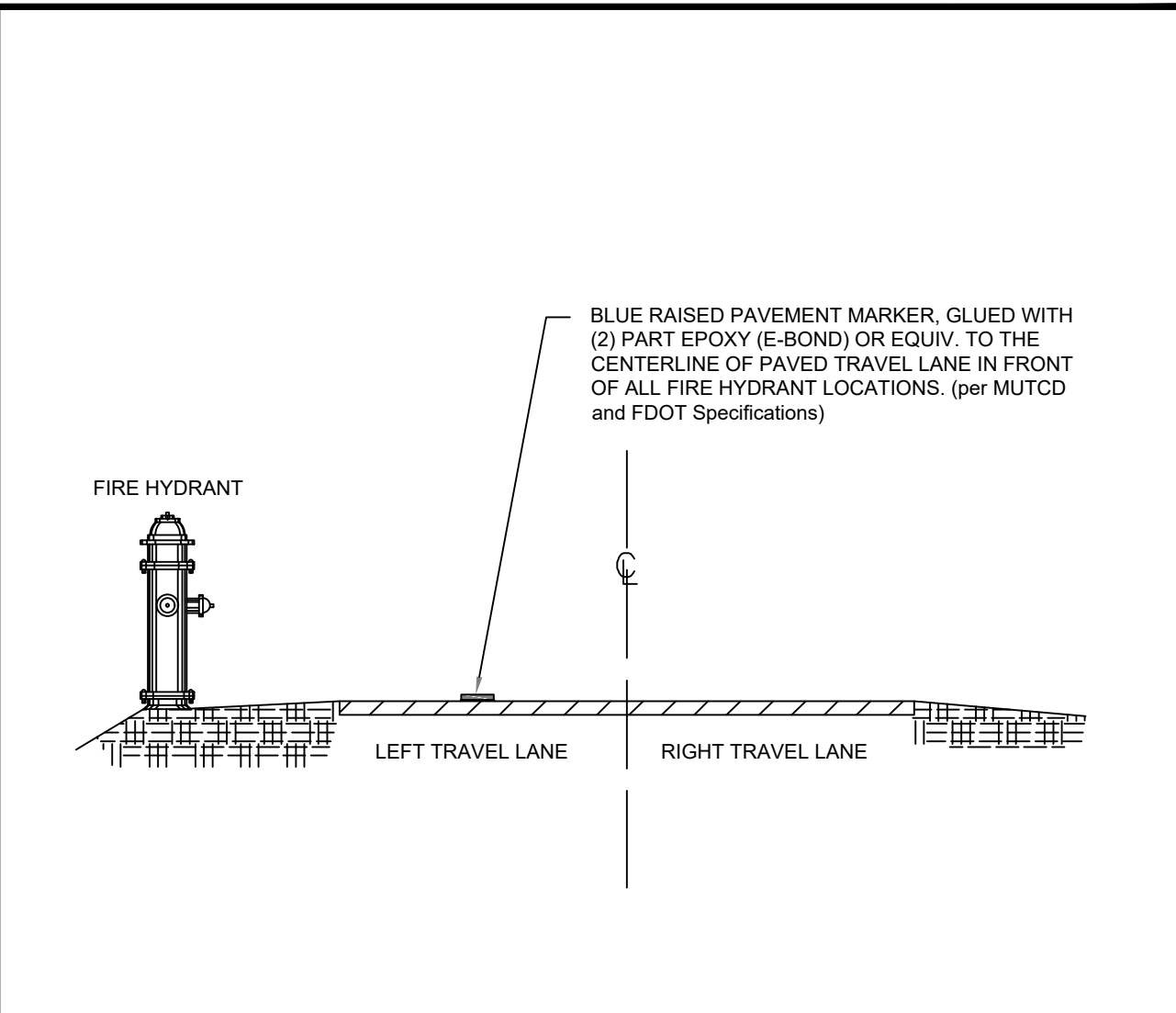
Pack Joint for Copper or Plastic Tubing (CTS) Inlet by Meter Swivel Nut					
CATALOG NUMBER	VALVE SIZE	CTS LINE SIZE	METER SIZE	APPROX. WT. LBS.	
B41-211W-NL	5/8"	1/2"	5/8"	1.4	
B41-212W-NL	5/8"	3/4"	5/8"x3/4"	1.5	
B41-232W-NL	5/8"	3/4"	5/8"x3/4" & 3/4"	1.7	
B41-331W-NL	3/4"	3/4"	5/8"	2.1	
B41-332W-NL	3/4"	3/4"	5/8"x3/4" & 3/4"	2.4	
B41-333W-NL	3/4"	3/4"	5/8"	2.3	
B41-341W-NL	3/4"	1"	5/8"	2.7	
B41-342W-NL	3/4"	1"	5/8"x3/4" & 3/4"	2.4	
B41-343W-NL	3/4"	1"	5/8"	2.7	
B41-444W-NL	1"	1"	1"	3.2	
B41-445W-NL	1"	1-1/4"	1"	3.4	

DATE: 11/05/2021 VALVE FOR WATER AND RECLAIM SERVICE LINE W424
City of DeLand - Standard Details

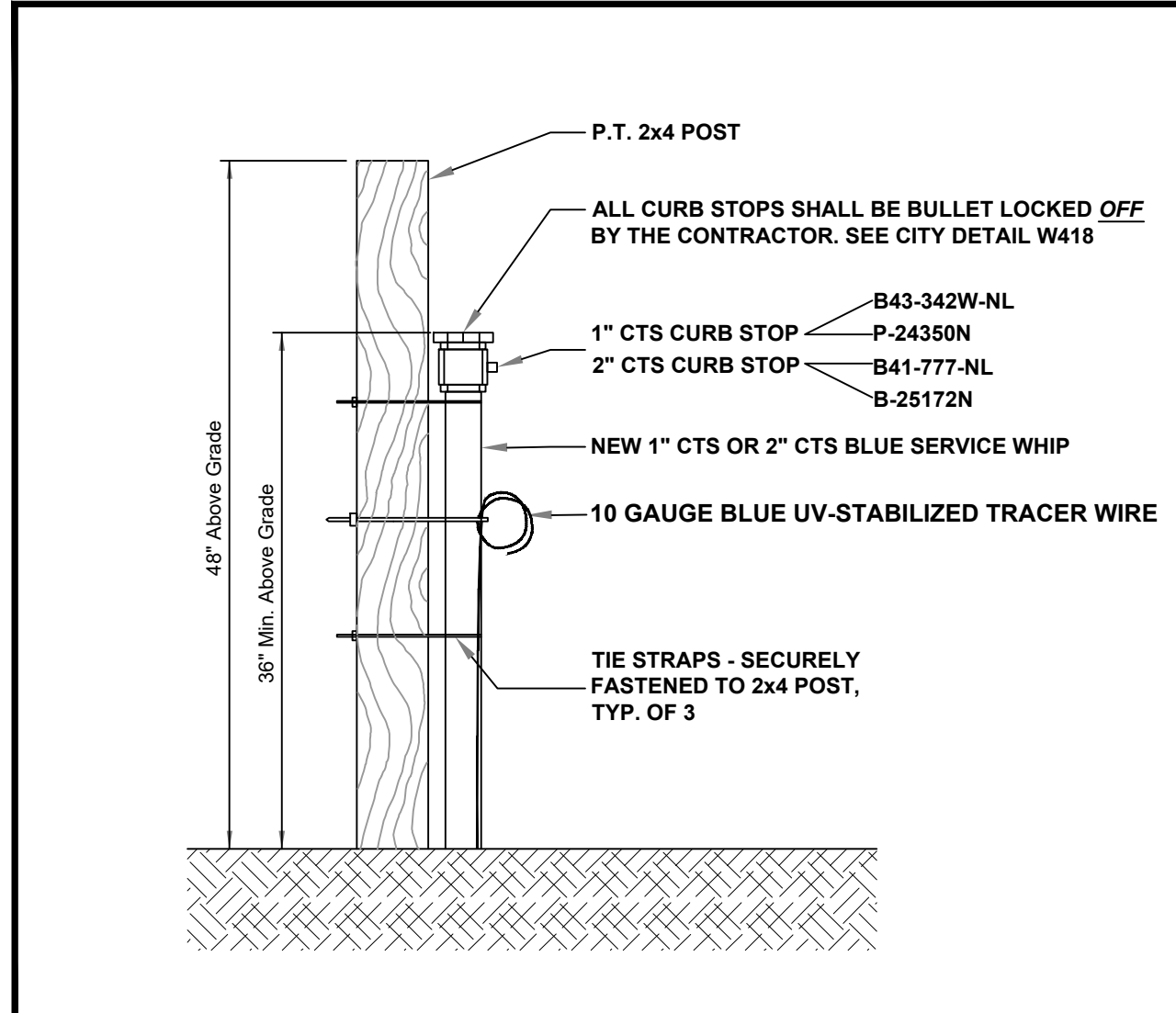


Pack Joint for Copper or Plastic Tubing (CTS) by Female Iron Pipe Thread					
CATALOG NUMBER	VALVE SIZE	CTS LINE SIZE	FIP END	APPROX. WT. LBS.	
B41-333-NL	3/4"	3/4"	3/4"	2.0	
B41-334-NL	3/4"	3/4"	1"	2.1	
B41-343-NL	3/4"	1"	3/4"	2.2	
B41-344-NL	3/4"	1"	1"	2.4	
B41-344 & 875-NL	3/4"	1"	1"	3.1	
B41-444-NL	1"	1"	1"	2.8	
B41-444-NL	1"	1-1/4"	1"	3.2	
B41-455-NL	1"	1-1/4"	1-1/4"	3.7	
B41-555-NL	1-1/4"	1-1/4"	1-1/4"	5.6	
B41-666-NL	1-1/2"	1-1/2"	1-1/2"	7.0	
B41-677-NL	1-1/2"	2"	2"	9.6	
B41-777-NL	2"	2"	2"	11.0	

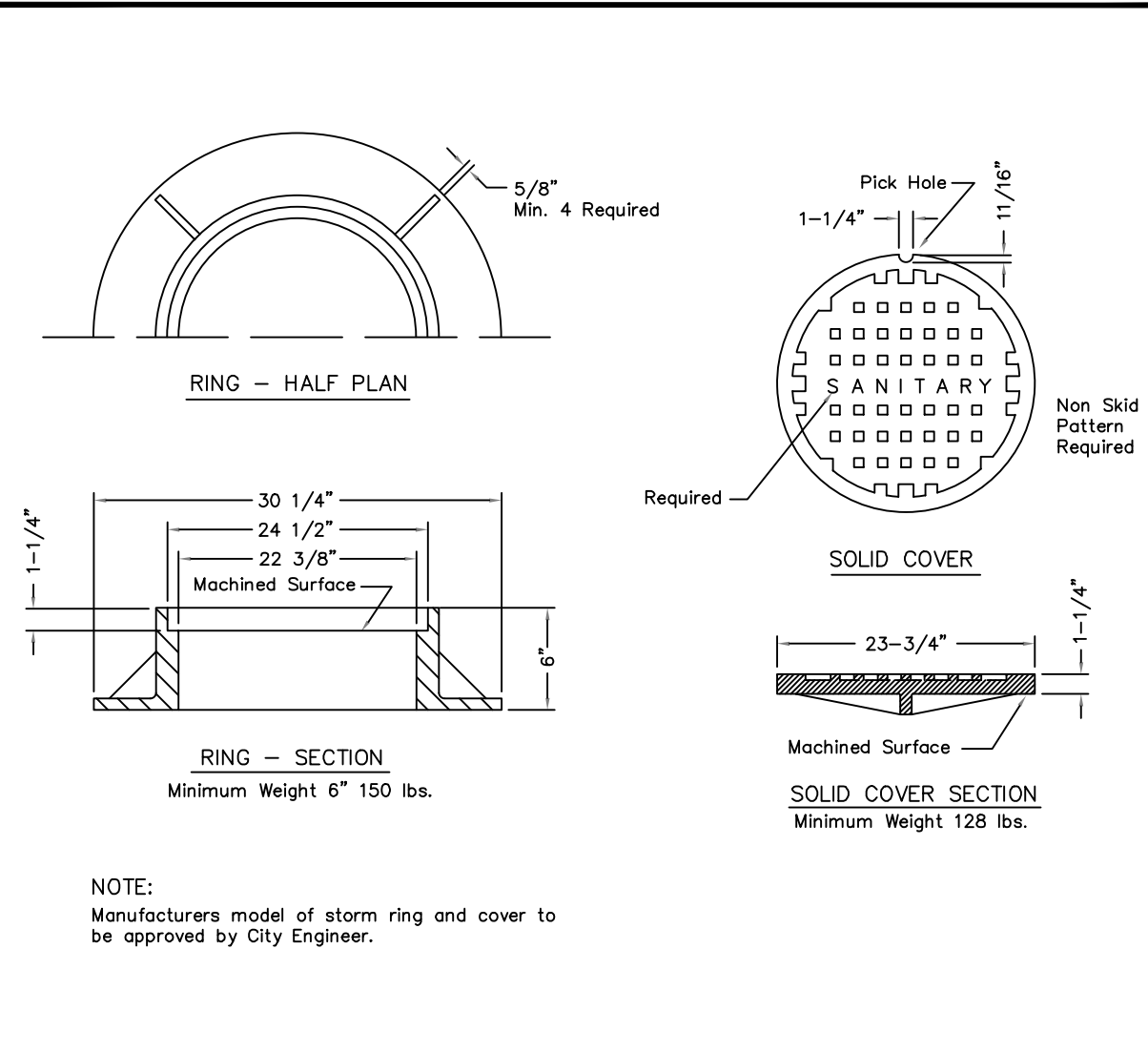
DATE: 11/05/2021 VALVE FOR WATER AND RECLAIM SERVICE LINE W425
City of DeLand - Standard Details



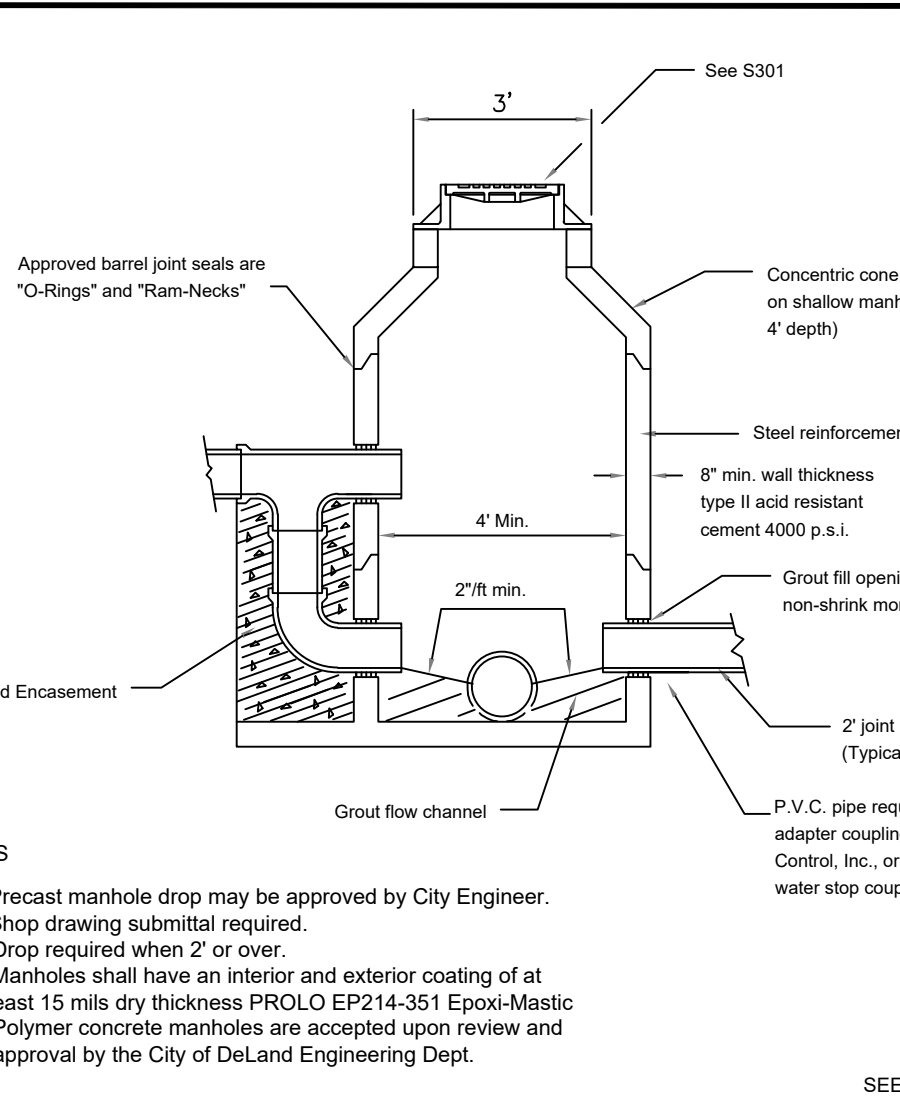
DATE: 11/05/2021 REFLECTIVE PAVEMENT MARKER FOR FIRE HYDRANT LOCATION W423
City of DeLand - Standard Details



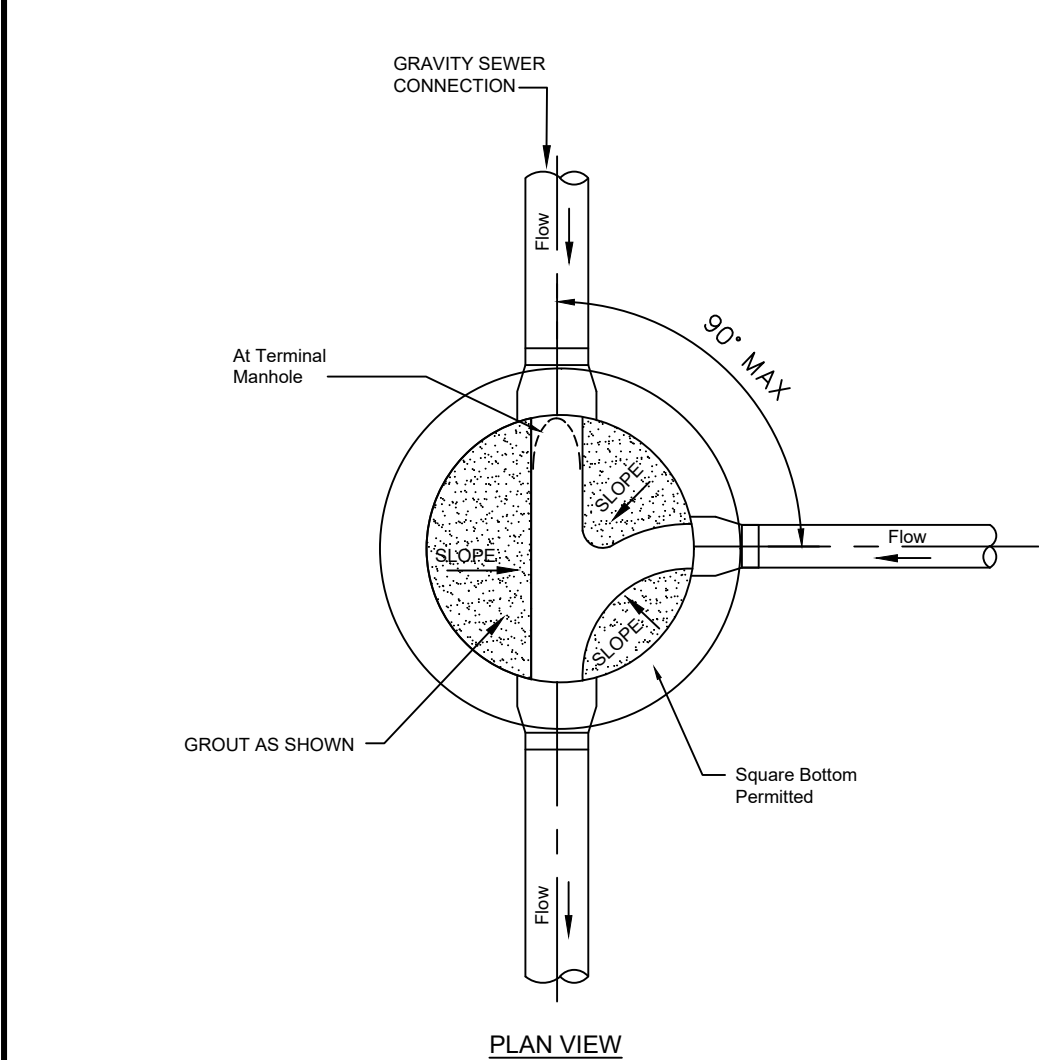
DATE: 11/05/2021 NEW POTABLE SERVICE WHIP W426
City of DeLand - Standard Details



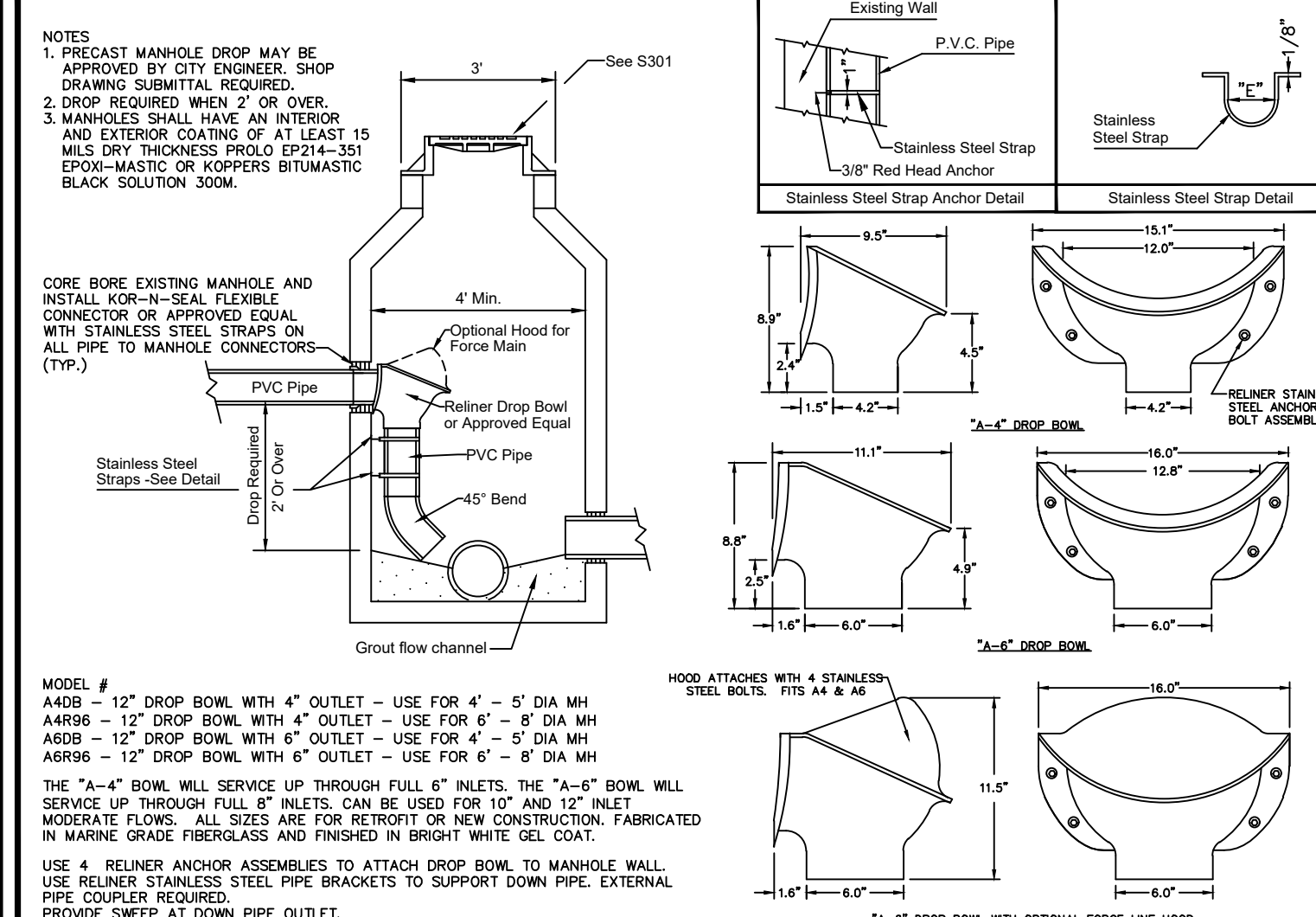
DATE: 11/05/2021 SANITARY MANHOLE COVER - USF 170-E S301
City of DeLand - Standard Details



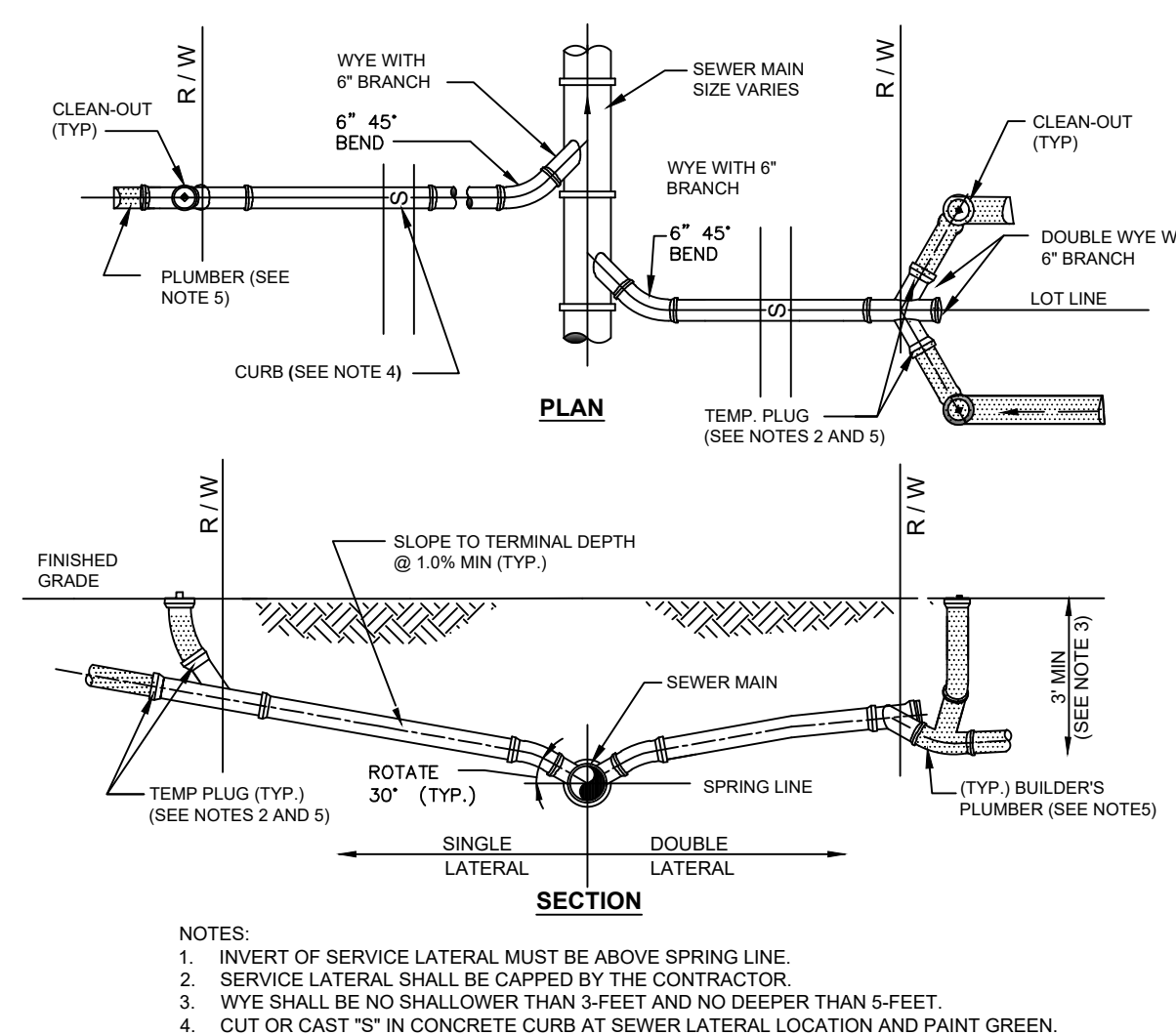
DATE: 11/05/2021 SANITARY MANHOLE S302
City of DeLand - Standard Details



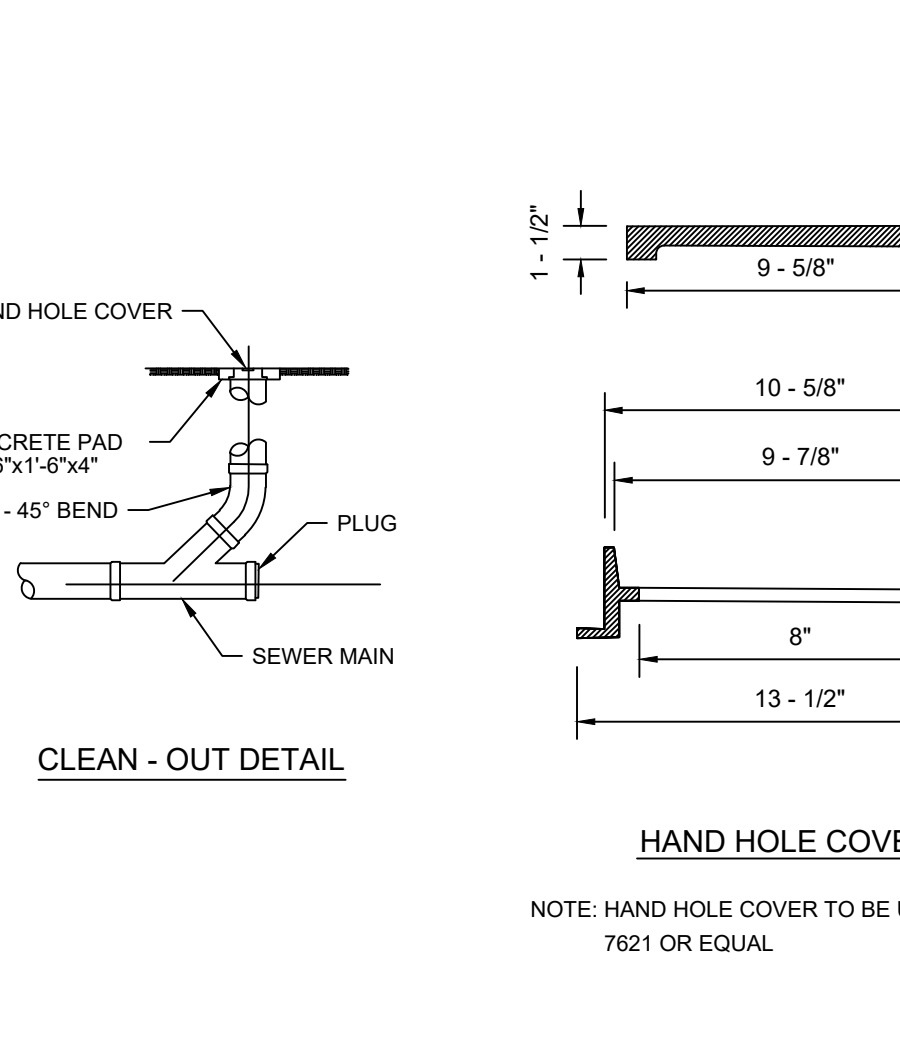
DATE: 11/05/2021 SANITARY MANHOLE S303
City of DeLand - Standard Details



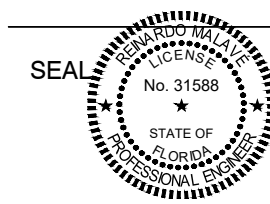
DATE: 11/05/2021 SANITARY SERVICE LATERALS S305
City of DeLand - Standard Details



DATE: 11/05/2021 HAND HOLE COVER S308
City of DeLand - Standard Details



DATE: 11/05/2021 CLEAN - OUT S308
City of DeLand - Standard Details



Digitally signed by Retardo Malave
Reason: This item has been digitally signed and sealed by Retardo Malave 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.
Date: 2022.05.13 09:16:23 -0400

Retardo Malave
FL PE # 31586
May 10, 2022

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION
REVISIONS			
		TZ	
		RM	
		DC/GL	
	5/11/2022		

TITLE

CITY UTILITY
DETAILS

PROJECT NO. 50131479

C22

SHEET NO.

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

Digitally signed by
Reinaldo Malave
Reason: This item has
been digitally signed
and sealed by Reinaldo
Malave PE 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.
Date: 2022.05.13
19:19:52 -04'00'

FILE # 31588
May 12, 2022

SCALE

[illegible]

NO.	DATE	BY	DESCRIPTION
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DRAWN BY TZ

APPROVED BY RM

APPROVED BY _____
DC /CI

CHECKED BY DC/GL

DATE 5/11/2022

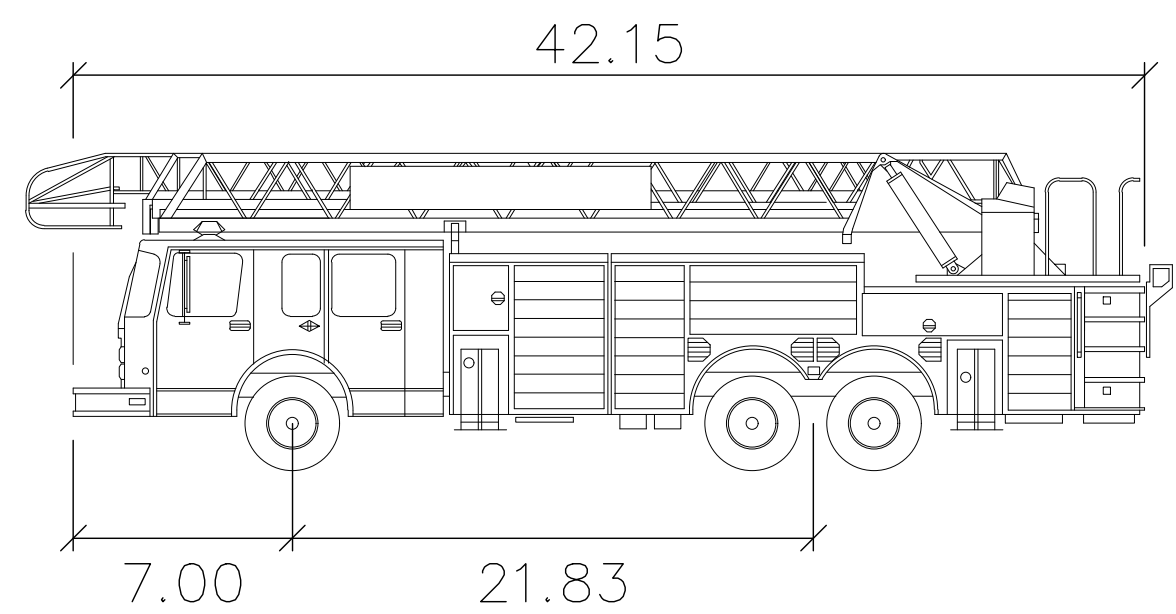
TITLE _____

AUTOTURN PLAN

PROJECT NO.	50131479
-------------	----------

C25

SHEET NO.



DELAND L81 APPARATUS

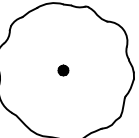
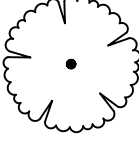
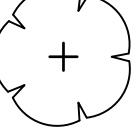
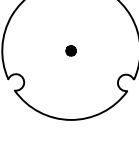
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WIDTH :	8.33
TRACK :	8.50
LOCK TO LOCK TIME :	6.0
STEERING ANGLE :	40.0

AUTOTURN - VEHICLE MODEL - PROFILE

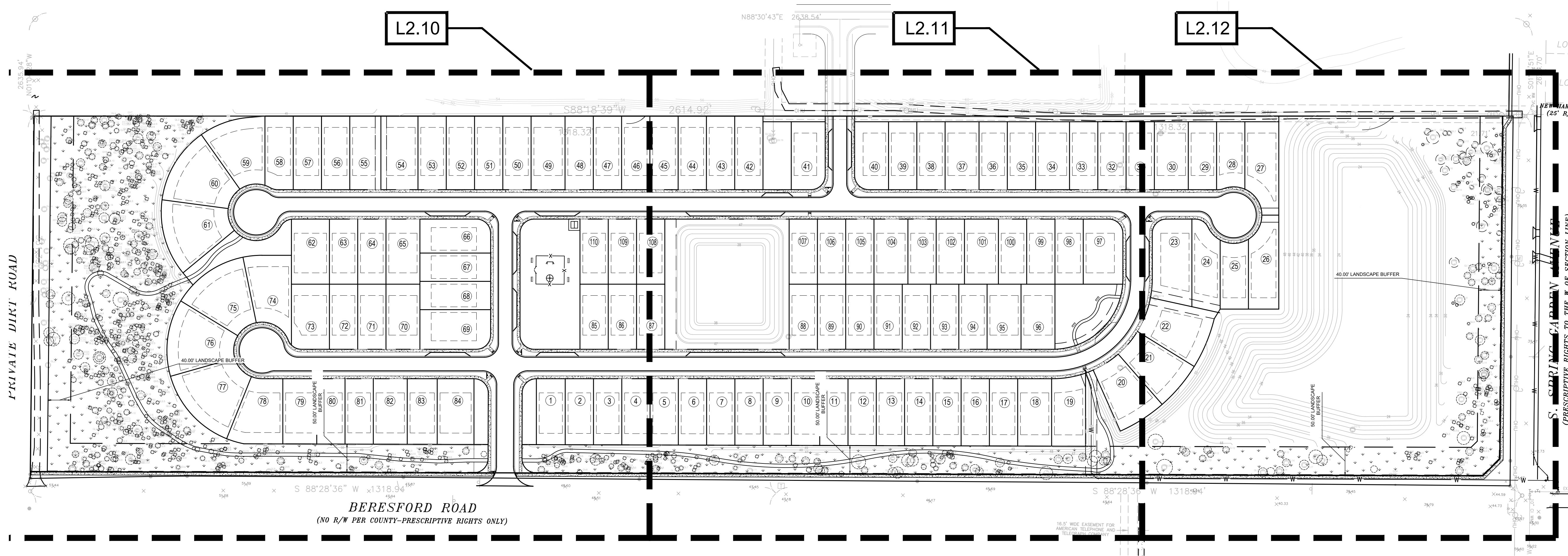
BUFFER REQUIREMENTS		
	REQUIRED	PROVIDED
NORTH - N/A		
EAST - TYPE D - 653 LF	40' REQUIRED	40' MINIMUM
CANOPY TREES - 7.2 PER 100 LF	47	111 EXISTING CANOPY TREES TO REMAIN
UNDERSTORY TREES - 3 PER 100 LF	20	
SHRUBS - 30 PER 100 LF	200	EXISTING UNDERSTORY PLANT MATERIAL TO REMAIN
WEST - TYPE D - 640 LF	40' REQUIRED	40' MINIMUM
CANOPY TREES - 7.2 PER 100 LF	46	200 PLUS EXISTING CANOPY TREES TO REMAIN
UNDERSTORY TREES - 3 PER 100 LF	20	
SHRUBS - 30 PER 100 LF	192	EXISTING UNDERSTORY PLANT MATERIAL TO REMAIN
SOUTH - TYPE D - 2556 LF	50' REQUIRED	50' MINIMUM
CANOPY TREES - 7.2 PER 100 LF	184	59 CANOPY AND 265 EXISTING CANOPY TREES TO REMAIN
UNDERSTORY TREES - 3 PER 100 LF	77	
SHRUBS - 30 PER 100 LF	767	EXISTING UNDERSTORY PLANT MATERIAL TO REMAIN

SOD AND SEEDING NOTES NOTES:
1. SOD RETENTION AREA SIDE SLOPES TO POND BOTTOM WITH BAHIA SOD.
2. SOD ALL DISTURBED AREAS UP TO RESIDENTIAL LOT LINES AND RIGHT OF WAYS WITH BAHIA SOD.
3. SOD ALL AREAS BETWEEN BACK OF CURB AND SIDEWALKS WITH BAHIA SOD.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	DBH	CONT.	SIZE
	MG	26	Magnolia grandiflora / Southern Magnolia	4" Min.	Field Grown 44" Min. Rootball	14' Ht. & 54" Spr.
	PE	180	Pinus elliottii / Slash Pine	4" Min.	Field Grown 44" Min. Rootball	14' Ht. & 54" Spr.
	QV	133	Quercus virginiana / Southern Live Oak	4" Min.	Field Grown 44" Min. Rootball	14' Ht. & 8' Spr.
	TD	521	Taxodium distichum / Bald Cypress	4" Min.	Field Grown 44" Min. Rootball	14' Ht. & 54" Spr.

DBH SHALL BE MEASURED AT 4.5' ABOVE GROUND LEVEL.



OVERALL PLAN
SCALE: 1"=100'-0"



Dewberry Engineers Inc.
110 WEST INDIANA AVENUE
SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468
ENGINEERING BUSINESS -8794

OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

SEAL

Michael J. Lirchuk
FL RLA # 6666075
May 10, 2022

KEY PLAN

SCALE

NORTH

0' 100' 200'

NO. DATE BY DESCRIPTION

REVISIONS

DRAWN BY

APPROVED BY

CHECKED BY

DATE

TITLE

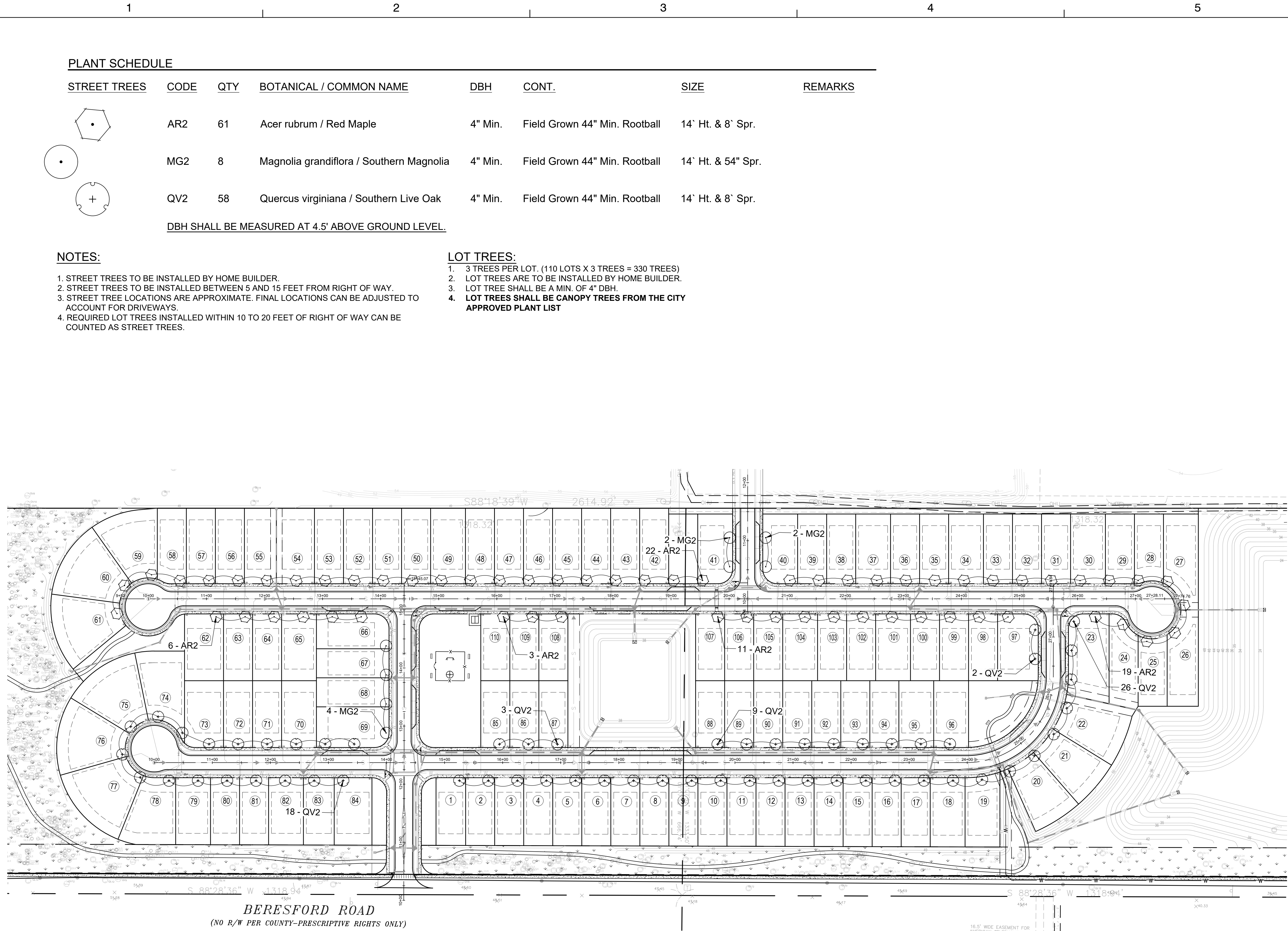
OVERALL
PLAN

PROJECT NO. 50143466

L2.00

SHEET NO.

D:\OAKR_50143466\CD\Landscaping\OAKR_Landscaping.dwg Plotted on 01/10/2022
Dewberry Copyright © 2019



PLANT SCHEDULE

STREET TREES	CODE	QTY	BOTANICAL / COMMON NAME	DBH	CONT.	SIZE	REMARKS
	AR2	61	Acer rubrum / Red Maple	4" Min.	Field Grown 44" Min. Rootball	14' Ht. & 8' Spr.	
	MG2	8	Magnolia grandiflora / Southern Magnolia	4" Min.	Field Grown 44" Min. Rootball	14' Ht. & 54" Spr.	
	QV2	58	Quercus virginiana / Southern Live Oak	4" Min.	Field Grown 44" Min. Rootball	14' Ht. & 8' Spr.	

DBH SHALL BE MEASURED AT 4.5' ABOVE GROUND LEVEL.

NOTES:

- STREET TREES TO BE INSTALLED BY HOME BUILDER.
- STREET TREES TO BE INSTALLED BETWEEN 5 AND 15 FEET FROM RIGHT OF WAY.
- STREET TREE LOCATIONS ARE APPROXIMATE. FINAL LOCATIONS CAN BE ADJUSTED TO ACCOUNT FOR DRIVEWAYS.
- REQUIRED LOT TREES INSTALLED WITHIN 10 TO 20 FEET OF RIGHT OF WAY CAN BE COUNTED AS STREET TREES.

LOT TREES:

- 3 TREES PER LOT. (110 LOTS X 3 TREES = 330 TREES)
- LOT TREES ARE TO BE INSTALLED BY HOME BUILDER.
- LOT TREE SHALL BE A MIN. OF 4" DBH.
- LOT TREES SHALL BE CANOPY TREES FROM THE CITY APPROVED PLANT LIST



Dewberry Engineers Inc.
110 WEST INDIANA AVENUE
SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468
ENGINEERING BUSINESS -8794

OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

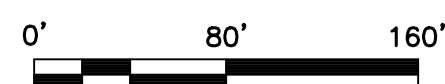
SEAL

Michael J. Lirchuk
FL RLA # 6666075
May 10, 2022

KEY PLAN

SCALE

NORTH



NO.	DATE	BY	DESCRIPTION
-----	------	----	-------------

REVISIONS

DRAWN BY	---
APPROVED BY	MU
CHECKED BY	MU
DATE	02/16/2022

TITLE

STREET TREE
PLAN

PROJECT NO. 50143466

L2.01

SHEET NO.

STREET TREE PLAN

SCALE: 1"=80'-0"

BERESFORD ROAD
(NO R/W PER COUNTY-PRESCRIPTIVE RIGHTS ONLY)

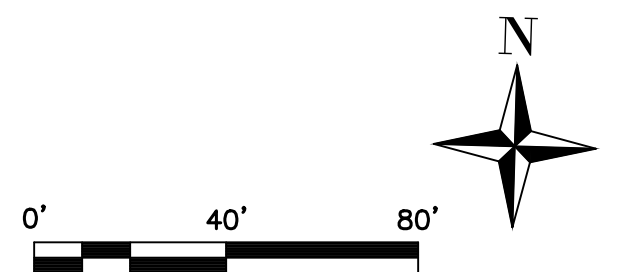
16.5' WIDE EASEMENT FOR
AMERICAN TELEPHONE AND
TELEGRAPH COMPANY

D:\041K_50143466\041K_Landscaping\Oak - Street Tree.dwg Plotted on 5/10/2022
Dewberry Copyright © 2019

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

Michael J. Urchuk
FL RLA # 6666675
May 10, 2022

SCALE NORTH

[illegible]

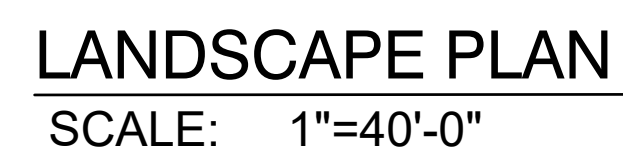
DRAWN BY	---
APPROVED BY	MU
CHECKED BY	MU
DATE	02/16/2022

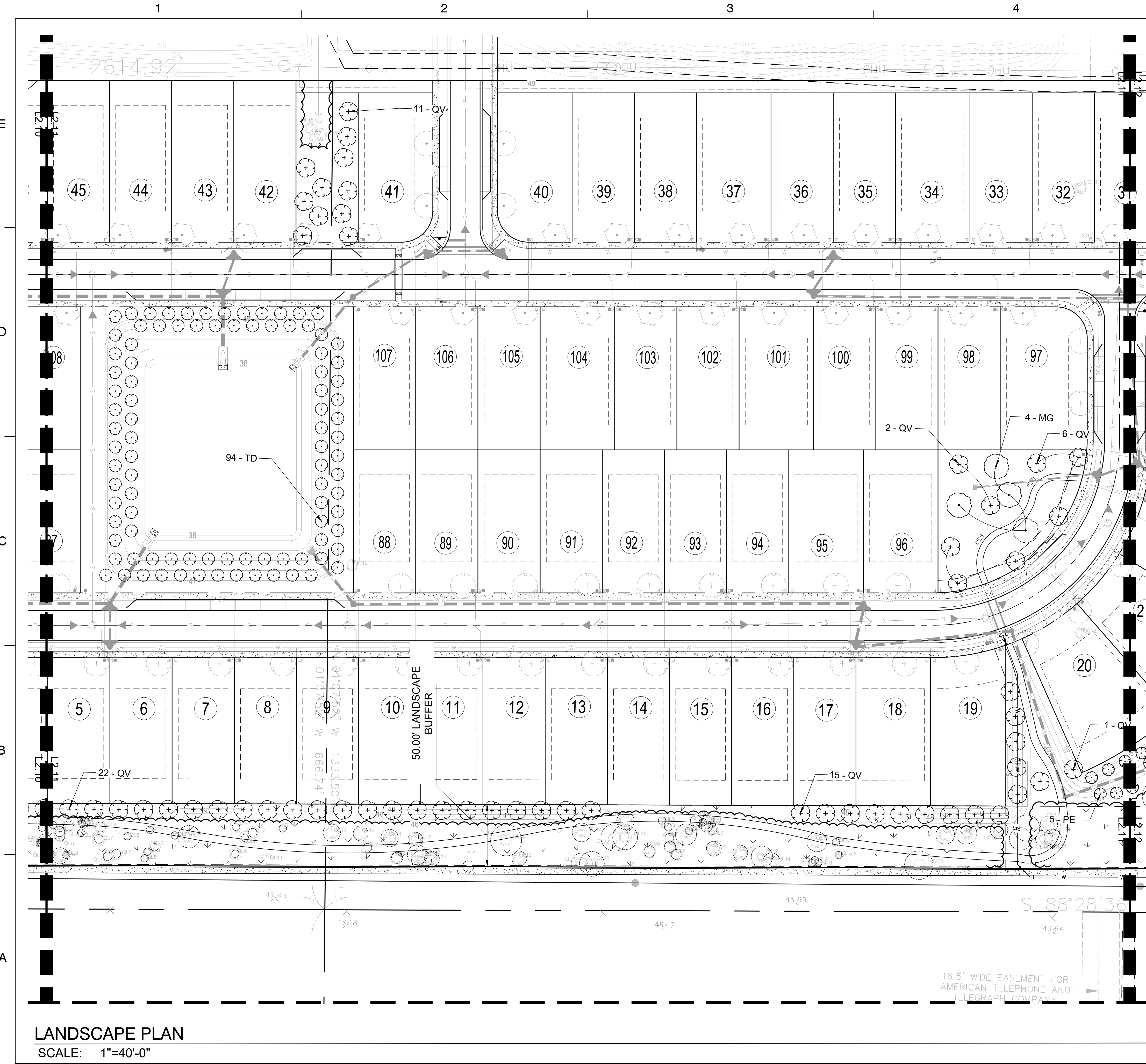
LANDSCAPE PLAN

PROJECT NO. 50143466

L2.10

SHEET NO.





LANDSCAPE PLAN
SCALE: 1"=40'-0"



Dewberry Engineers Inc.
110 WEST INDIANA AVENUE
SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468
ENGINEERING BUSINESS -8794

OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BEESFORD RD.
DELAND, FLORIDA 32738

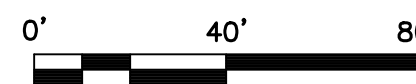
SEAL

Michael J. Litchuk
FL RLA # 666675
May 10, 2022

KEY PLAN

SCALE

NORTH



NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY: MU
APPROVED BY: MU
CHECKED BY: MU
DATE: 02/16/2022

TITLE

LANDSCAPE
PLAN

PROJECT NO. 50143466

L2.11

SHEET NO.

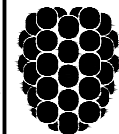
D:\OAKR_50143466\OAKR_Landscape.dwg Plotted on 03/10/2022
Dewberry Copyright © 2019



Drawing name: S:\Oak Hammock Reserve\Platting\Surplot-Oakhammock.dwg Sheet 1 May 12, 2022 3:46pm by jplmsted

LEGEND AND ABBREVIATIONS:

CCR	CERTIFIED CORNER RECORD	PI	POINT OF INTERSECTION
CB	CHORD BEARING	POB	POINT OF BEGINNING
CH	CHORD DISTANCE	POC	POINT OF COMMENCEMENT
CL	CENTER LINE	PRC	POINT OF REVERSE CURVATURE
CM	CONCRETE MONUMENT	PRM	PERMANENT REFERENCE MONUMENT
D.E.	DRAINAGE EASEMENT	PSM	PROFESSIONAL SURVEYOR MAPPER
ESMT	EASEMENT	PT	POINT OF TANGENCY
U.E.	UTILITY EASEMENT	PNT	POINT OF NON-TANGENCY
FND	FOUND	R	RADIUS
ID	IDENTIFICATION	(R)	RADIAL
IP	IRON PIPE	R/W	RIGHT OF WAY
L	ARC LENGTH	SEC	SECTION-TOWNSHIP-RANGE
LB	LICENSED BUSINESS	(TYP)	TYPICAL
M.B.	MAP BOOK	U.E.	UTILITY EASEMENT
N/D	NAIL & DISK	Δ	CENTRAL ANGLE
NO.	NUMBER	—	BREAK LINE
(NR)	NON-RADIAL	■	SET 4"x4" CM (PRM LB 8110)
ORB	OFFICIAL RECORDS BOOK	□	FOUND 4"x4" CM (PRM LB 68)
PC	POINT OF CURVATURE	⊙	SET N/D (PCP LB8011)
PCP	POINT OF COMPOUND CURVATURE	⊙	FOUND N/D (PCP LB 68)
PCP	PERMANENT CONTROL POINT	⊙	SET 5/8" IRON ROD & CAP (LB8011)
PG(S).	PAGE/PAGES	⊙	FOUND RAIL ROAD SPIKE



Dewberry

110 WEST INDIANA AVENUE SUITE 102
DELAND, FLORIDA 32720
PHONE: 386.785.0468 FAX: 386.785.0715
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

OAK HAMMOCK RESERVE
SITUATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

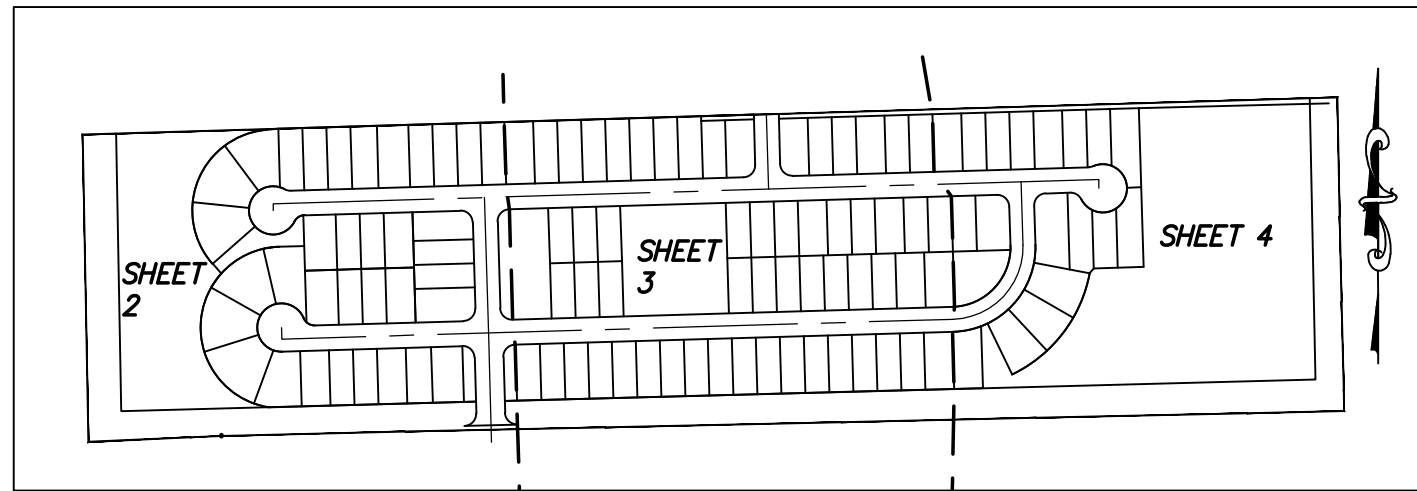
THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA,

LESS AND EXCEPT THE MAINTAINED RIGHT OF WAY OF BERESFORD ROAD AND SOUTH SPRING GARDEN AVENUE.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE BEGIN AT A NAIL AND DISK WITH NO IDENTIFICATION MARKING THE EAST 1/4 CORNER OF SAID SECTION 19; THENCE S88°18'39"W, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 21.71 FEET TO A POINT ON THE COUNTY MAINTAINED RIGHT OF WAY OF SPRING GARDEN AVENUE AND THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID MAINTAINED LINE THE FOLLOWING FOUR (4) COURSES: (1) S01°02'41"E, 248.35 FEET; (2) S01°18'25"E, 176.89 FEET; (3) S01°22'58"E, 183.74 FEET; (4) S01°09'29"E, 44.29 FEET TO A POINT ON THE NORTHERLY MAINTAINED COUNTY RIGHT OF WAY OF BERESFORD ROAD; THENCE WESTERLY ALONG SAID MAINTAINED LINE THE FOLLOWING EIGHT (8) COURSES: (1) S88°47'41"W, 202.81 FEET; (2) S88°47'12"W, A DISTANCE OF 439.21 FEET; (3) S88°41'47"W, 406.08 FEET; (4) S88°43'46"W, 491.57 FEET; (5) S88°48'02"W, 417.05 FEET; (6) S88°36'30"W, 382.42 FEET; (7) S87°42'37"W, 64.40 FEET; (8) S87°22'44"W, 212.96 FEET TO THE WEST LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE N01°04'28"W, ALONG SAID WEST LINE A DISTANCE OF 640.18 FEET TO THE CENTER OF SECTION; THENCE N88°18'39"E, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19 A DISTANCE 2614.92 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 38.638 ACRES MORE OR LESS



KEY MAP
SCALE 1" = 400'

SHEET INDEX

SHEET 1: COVER SHEET/LEGEND
SHEETS 2 - 4: DETAIL SHEETS

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MAP BOOK:

PAGE:

**OAK HAMMOCK RESERVE
DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, THAT THE ENTITY NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LAND DESCRIBED IN THIS PLAT ("PROPERTY") HEREBY DEDICATES AND CONVEYS SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES AND CONVEYS: THE FEE SIMPLE TITLE TO TRACT "A" (RIGHT OF WAY), UTILITY EASEMENT AND DRAINAGE EASEMENT, TRACT "N" (RIGHT OF WAY DEDICATION) TO THE PERPETUAL USE OF THE PUBLIC AND VOLUSIA COUNTY. THE FEE SIMPLE TITLE TO TRACTS B & C (STORMWATER RETENTION AREA), TRACT "D" (COMMUNITY AMENITY AREA), TRACTS "E" & "F" (TREE PROTECTION AREA), TRACTS "G", "H", "I", "J", "K", "L" & "M" (COMMON OPEN AREA), TO OAK HAMMOCK RESERVE HOME OWNERS ASSOCIATION;

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO

BE AFFIXED HERETO ON _____, A.D. 2022.

OAK HAMMOCK HOLDINGS LLC,
36 CHARMING WAY, LAKEWOOD, NJ 08701

BY: _____
SIGNATURE

MARK GOLDSCHMIDT

TITLE: MANAGER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: _____
SIGNATURE PRINTED NAME

WITNESS: _____
SIGNATURE PRINTED NAME

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS _____ DAY OF _____, 2022, BY _____ AS AUTHORIZED PERSON OF OAK HAMMOCK HOLDINGS LLC, A FLORIDA LIMITED LIABILITY PARTNERSHIP ON BEHALF OF THE COMPANY, IN ITS CAPACITY AS GENERAL PARTNER OF _____

SAID PERSON () IS PERSONALLY KNOWN TO ME OR () HAS PRODUCED AS IDENTIFICATION: _____

[NOTARY STAMP]

NOTARY PUBLIC, STATE OF FLORIDA

**CERTIFICATE OF APPROVAL OF THE DESIGN AND
INSTALLATION OF STREETS, UTILITIES AND OTHER
REQUIRED IMPROVEMENTS**

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS AND STANDARDS AND ALL APPLICABLE REGULATIONS IN THE OAK HAMMOCK RESERVE SUBDIVISION, OR THAT A GUARANTEE OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN A MANNER ACCORDING TO SECTION 33-147 OF THE CITY CODE HAS BEEN RECEIVED.

CITY ENGINEER _____ DATE _____

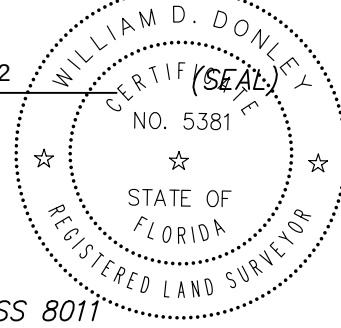
QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IS A FLORIDA REGISTERED SURVEYOR AND MAPPER, THAT THE FOREGOING PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND THAT PERMANENT CONTROL POINTS HAVE BEEN OR WILL BE PLACED AS REQUIRED BY ALL STATE AND LOCAL REGULATIONS; AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES. THE LAND DESCRIBED HEREON LIES IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA.

William D. Donley
(SIGNATURE)
WILLIAM D. DONLEY,
PSM NO. 5381

05/13/2022
DATE:

DEWBERRY ENGINEERS, INC.
110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
CERTIFICATE OF AUTHORIZATION NO. (LB) LICENSED BUSINESS 8011



CERTIFICATE OF APPROVAL

REVIEWED FOR CONFORMITY TO FLORIDA STATUTE 177, PART 1, PLATTING (SEAL)

CITY SURVEYOR: JEFF W. BARNES _____ DATE _____
PSM NO. 5576

CERTIFICATE OF APPROVAL BY THE CITY COMMISSION

THE DELAND CITY COMMISSION DOES HEREBY APPROVE THE FINAL PLAT OF:

OAK HAMMOCK RESERVE

(SEAL)

MAYOR, DELAND _____ DATE _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____, 2022

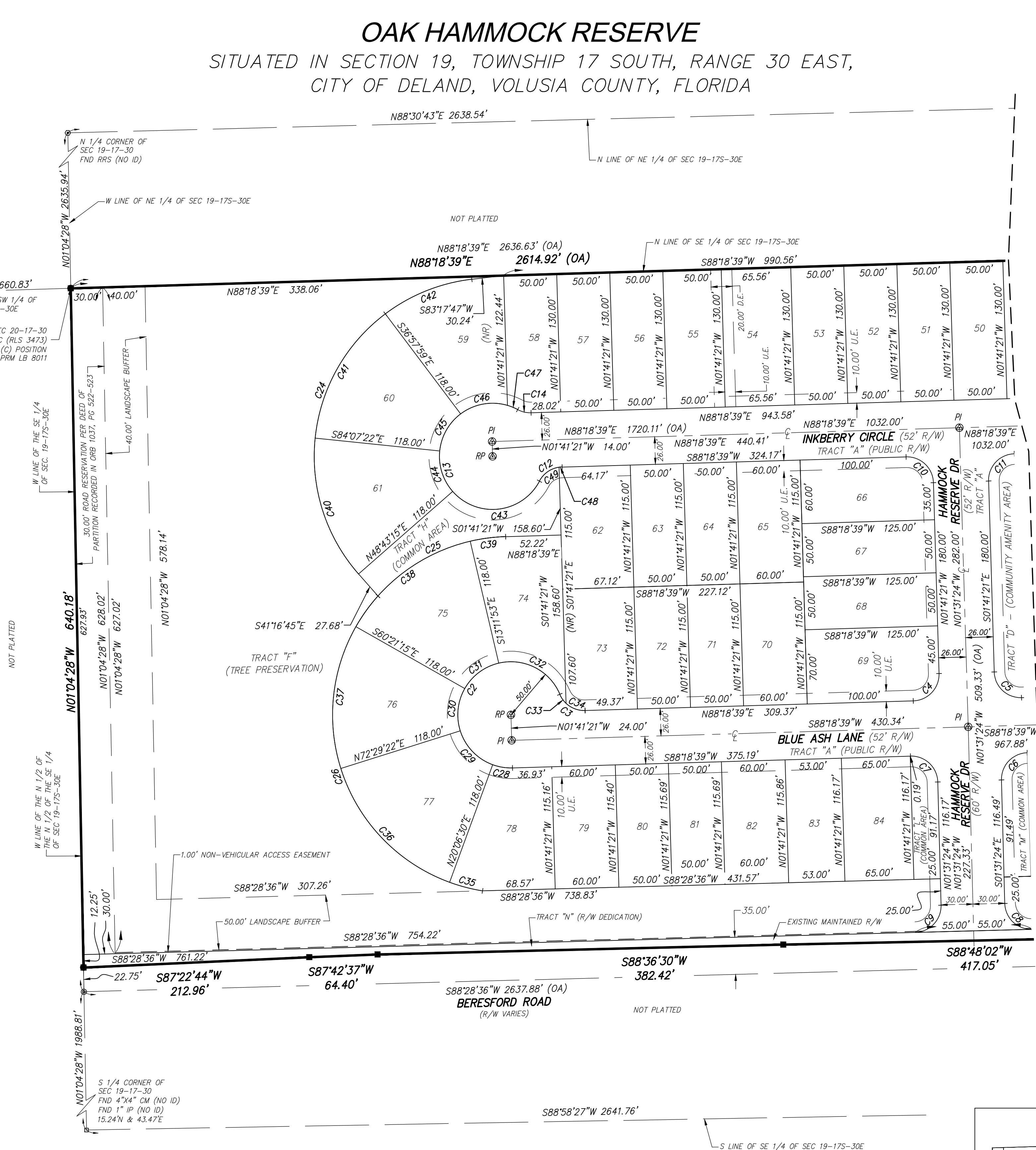
AT _____, FILE NO. _____

BY: _____
CLERK OF THE CIRCUIT COURT IN AND
FOR VOLUSIA COUNTY, FLORIDA

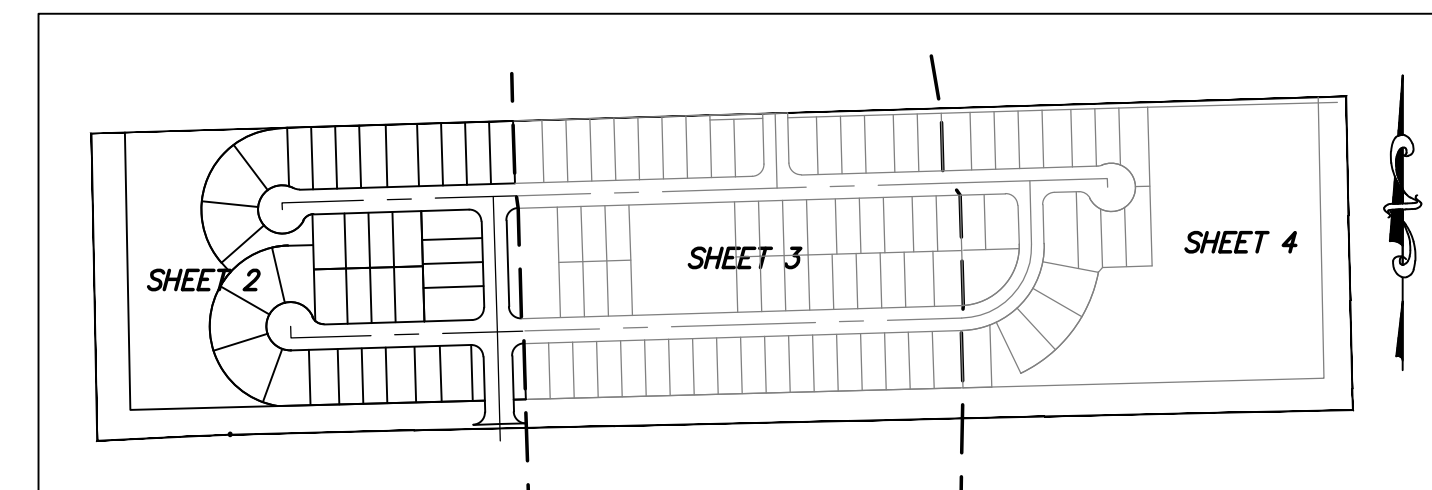
SHEET 1 OF 4

PAGE:

Drawing name: S:\Oak Hammock Reserve\Plotting\Surplat_OakHammock.dwg Sheet (2) May 12, 2022 3:14pm by: jolmsted

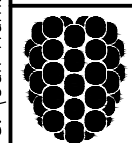


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C2	217.21'	50.00	248°35'59"	82.46'	S32°45'38"W
C3	30.06'	25.00	68°53'59"	28.28'	S57°14'22"E
C4	39.27'	25.00	90°00'00"	35.36'	N43°28'39"E
C5	39.27'	25.00	90°00'00"	35.36'	S46°41'21"E
C6	39.20'	25.00	89°50'02"	35.30'	S43°23'38"W
C7	39.34'	25.00	89°09'58"	35.41'	N46°36'22"W
C8	39.27'	25.00	90°00'00"	35.36'	S46°41'21"E
C9	39.27'	25.00	90°00'00"	35.36'	N43°28'36"E
C10	39.27'	25.00	90°00'00"	35.36'	N46°41'21"W
C11	39.27'	25.00	90°00'00"	35.36'	S43°28'39"W
C12	26.37'	25.00	60°26'24"	25.17'	S58°05'26"W
C13	135.94'	50.00	270°21'59"	70.48'	S16°56'46"E
C14	23.06'	25.00	29°55'35"	12.91'	S76°43'34"E
C24	365.27'	168.00	124°34'32"	297.46'	S21°00'31"W
C25	136.40'	168.00	64°01'03"	132.68'	S85°03'08"W
C26	359.56'	168.00	123°23'34"	294.76'	S19°31'11"E
C28	19.02'	50.00	21°47'51"	18.91'	S80°47'26"E
C29	45.71'	50.00	52°22'52"	44.14'	S43°24'04"E
C30	41.15'	50.00	47°09'23"	40.00'	S06°04'03"W
C31	41.15'	50.00	47°09'23"	40.00'	S53°13'26"W
C32	10.17'	50.00	80°24'30"	64.55'	N62°59'37"W
C33	70.32'	25.00	23°39'30"	10.25'	S34°37'07"E
C34	19.74'	25.00	45°14'29"	19.23'	S69°04'07"E
C35	32.08'	168.00	10°56'27"	32.03'	S75°21'44"E
C36	153.59'	168.00	52°22'52"	148.30'	S43°24'04"E
C37	138.27'	168.00	47°09'23"	134.40'	S06°04'03"W
C38	138.27'	168.00	47°09'23"	134.40'	S53°13'26"W
C39	33.75'	168.00	11°30'31"	33.69'	S82°33'23"W
C40	138.27'	168.00	47°09'23"	134.40'	S174°02'04"E
C41	138.27'	168.00	47°09'23"	134.40'	S292°19'19"W
C42	88.74'	168.00	30°15'47"	87.71'	S89°09'54"W
C43	96.74'	50.00	110°51'01"	82.34'	N83°17'45"E
C44	41.15'	50.00	47°09'23"	40.00'	S174°02'04"E
C45	41.15'	50.00	47°09'23"	40.00'	S292°19'19"W
C46	46.48'	50.00	53°15'45"	44.82'	S79°39'53"W
C47	10.42'	50.00	11°56'28"	10.40'	N67°44'00"W
C48	2.93'	25.00	06°43'24"	2.93'	S84°56'56"W
C49	23.44'	25.00	53°43'00"	22.59'	S45°43'44"W



KEY MAP
SCALE 1" = 400'

SHEET 2 OF 4



Dewberry

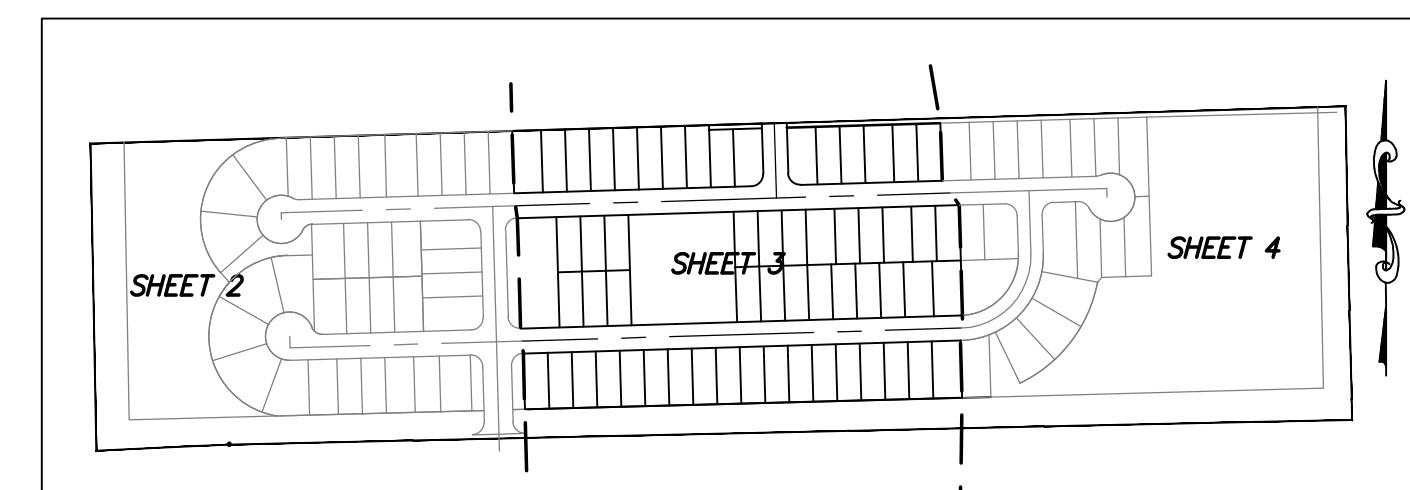
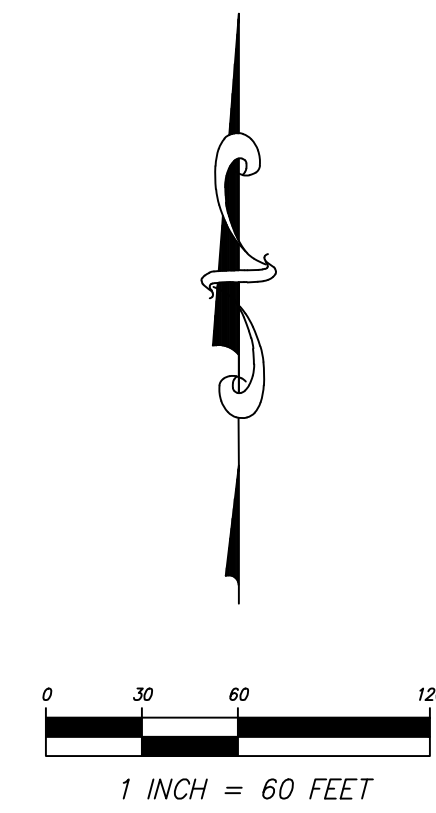
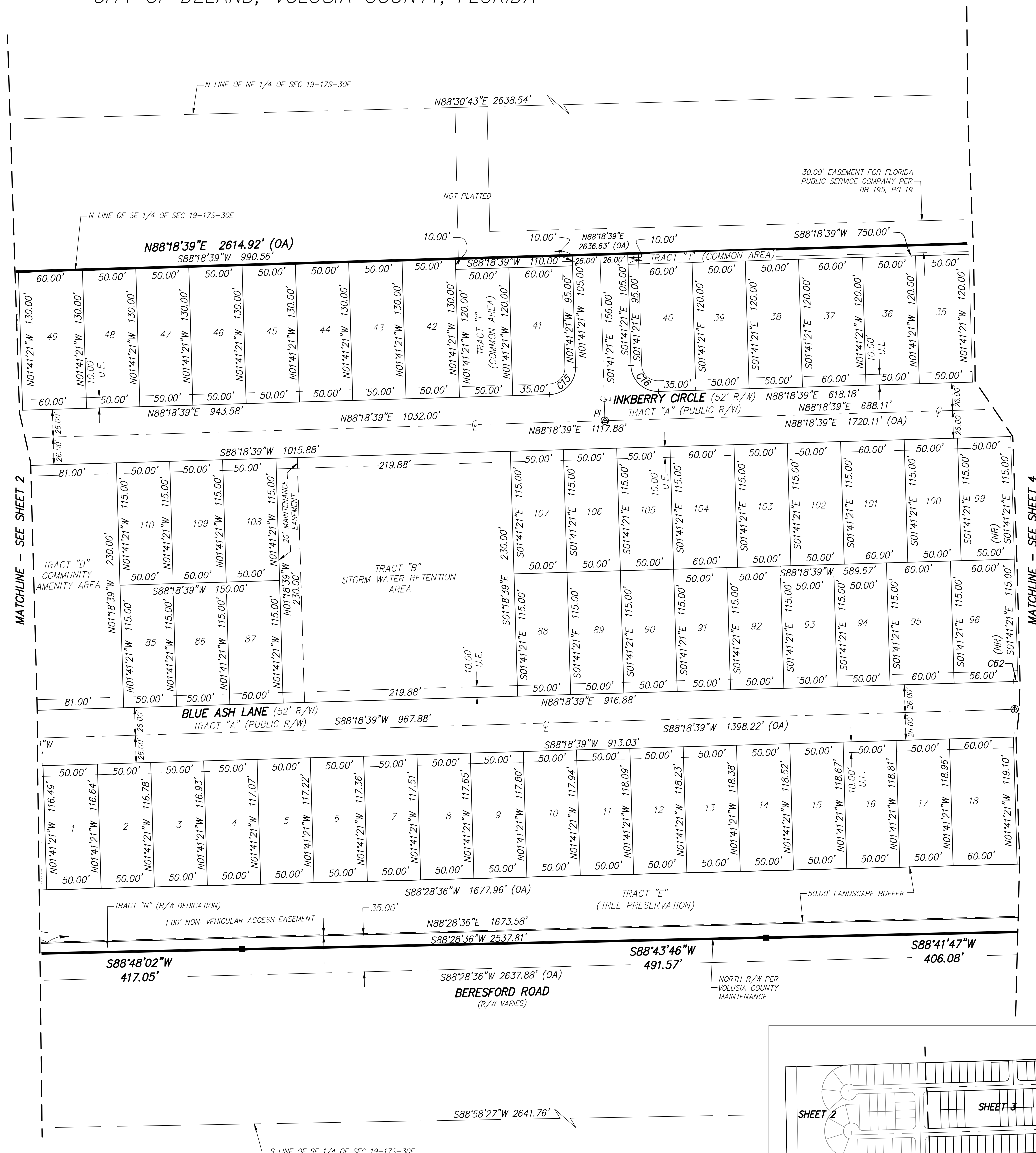
110 WEST INDIANA AVENUE SUITE 102
DELAND, FLORIDA 32720
PHONE: 386.785.0468 FAX: 386.785.0715
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

CERTIFICATE OF AUTHORIZATION No. LB 8011

SITUATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

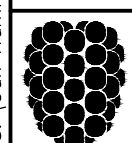
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CURVE TABLE					
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C15	39.27'	25.00	90°00'00"	35.36'	N43°18'39"E
C16	39.27'	25.00	90°00'00"	35.36'	S46°41'21"E
C62	4.00'	124.00	01°50'51"	4.00'	N87°23'13"E



SCALE 1" = 400'

SHEET 3 OF 4



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110 WEST INDIANA AVENUE SUITE 102
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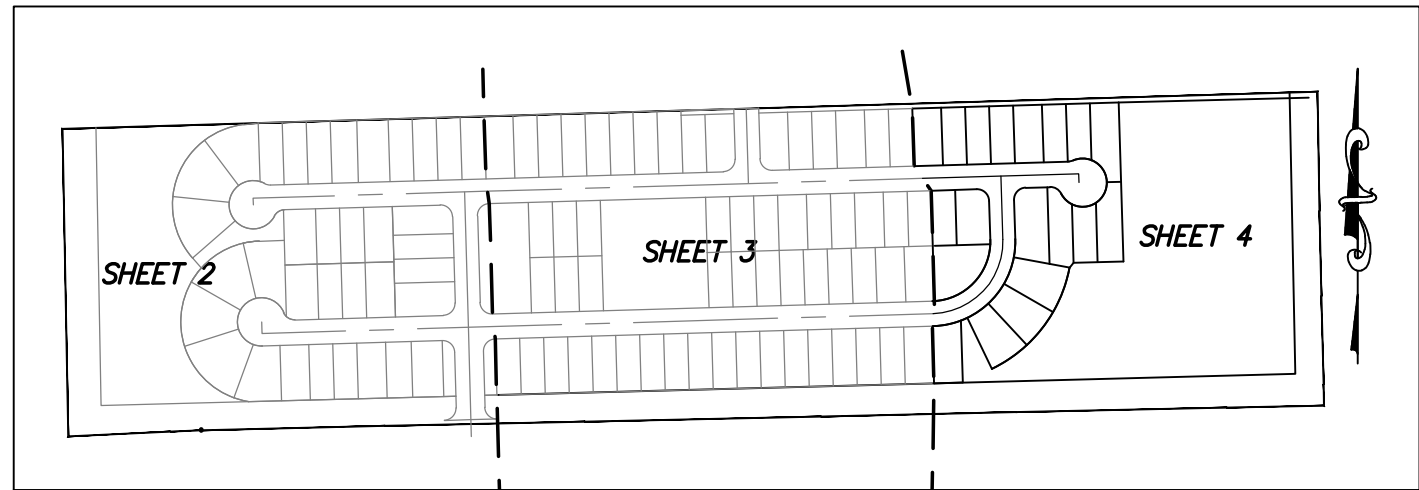
OAK HAMMOCK RESERVE

SITUATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

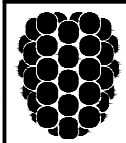
MAP BOOK:

PAGE:

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	235.62'	150.00	90°00'00"	212.13° N43°18'39"E
C17	9.18'	25.00	21°02'22"	9.13° N77°47'27"E
C18	231.94'	50.00	265°47'00"	73.26° N20°09'46"E
C19	28.25'	25.00	64°44'38"	26.77° N59°19'03"W
C20	39.27'	25.00	90°00'00"	35.36° S43°18'39"W
C21	276.46'	176.00	90°00'00"	248.90° N43°18'39"E
C22	194.78'	124.00	90°00'00"	175.36° N43°18'39"E
C23	39.27'	25.00	90°00'00"	35.36° N46°41'21"W
C27	275.38'	294.00	53°40'03"	265.42° N37°29'28"E
C50	38.82'	50.00	44°28'57"	37.85° S89°30'45"W
C51	50.98'	50.00	58°24'54"	48.80° N27°31'05"E
C52	52.38'	50.00	60°01'30"	50.02° N86°44'17"E
C53	31.68'	50.00	36°18'14"	31.15° S45°05'51"E
C54	32.91'	176.00	10°42'50"	32.86° N03°40'03"E
C55	64.40'	176.00	20°57'56"	64.04° N19°30'26"E
C56	52.73'	176.00	17°10'03"	52.54° N38°34'25"E
C57	52.73'	176.00	17°10'03"	52.54° N55°44'28"E
C58	14.53'	176.00	04°43'50"	14.53° N66°41'24"E
C59	59.15'	176.00	19°15'19"	58.87° N78°40'59"E
C60	9.01'	124.00	04°09'44"	9.01° N00°23'31"E
C61	181.77'	124.00	83°59'25"	165.93° N44°28'05"E
C67	88.09'	294.00	17°10'03"	87.76° N55°44'28"E
C68	88.09'	294.00	17°10'03"	87.76° N38°34'25"E
C69	99.20'	294.00	19°19'58"	98.73° N20°19'25"E
C70	58.08'	50.00	66°33'25"	54.87° N34°58'04"W



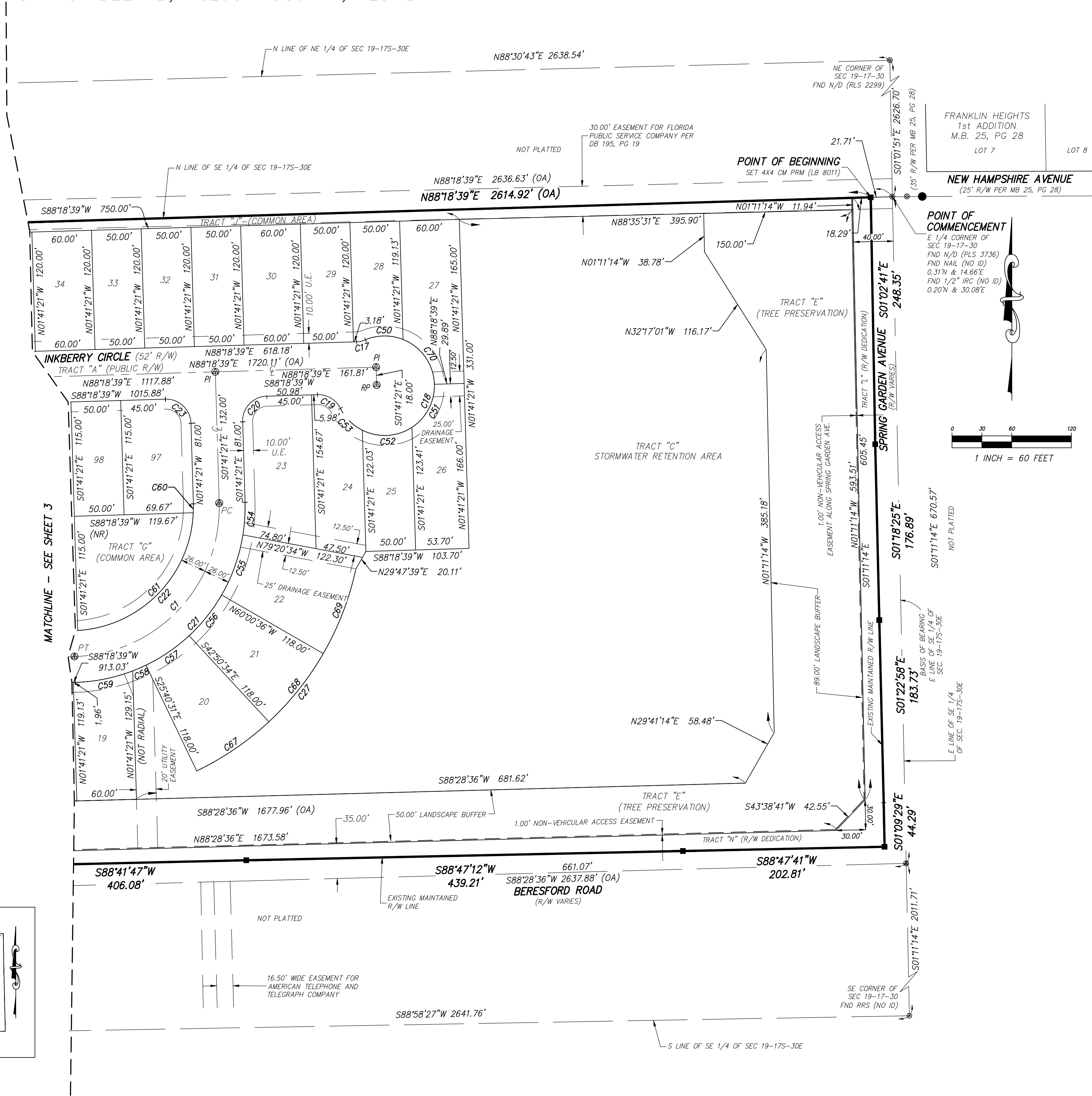
KEY MAP
SCALE 1" = 400'



Dewberry

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CERTIFICATE OF AUTHORIZATION NO. LB 8011





Dewberry Engineers Inc.
110 WEST FLORIAN AVENUE
SUITE 200
ISLAND, FLORIDA 32750
PHONE: 386.761.6666
ENGINEERING BUSINESS 4794

OAK HAMMOCK RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BEESFORD RD.
DELAND, FLORIDA 32738

SEAL

Revised to Match
Sheet C04
Jan 16, 2022

KEY PLAN

SCALE



NO.	DATE	BY	DESCRIPTION

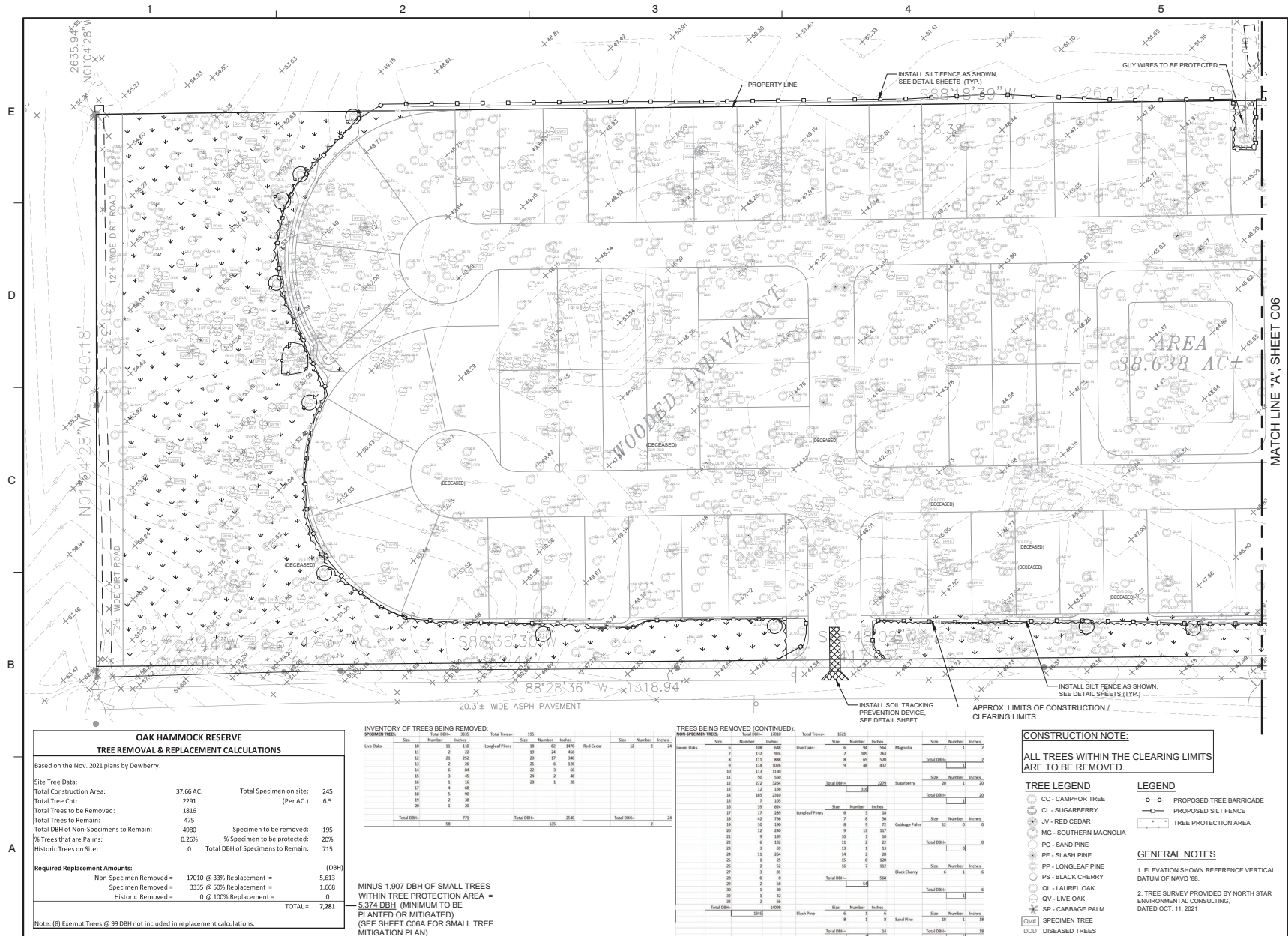
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APPROVED BY	RM
CHECKED BY	DC/GL
DATE	6/16/2022
TITLE	

EROSION CONTROL & TREE REMOVAL PLAN

PROJECT NO. 50143466

C05

SHEET NO.



OAK HAMMOCK RESERVE TREE REMOVAL & REPLACEMENT CALCULATIONS

Based on the Nov. 2021 plans by Dewberry.

Site Tree Data:
Total Construction Area: 37.66 AC. Total Specimen on site: 245
Total Tree Cnt: 2291 (Per AC.) 6.5
Total Trees to be Removed: 1816
Total Trees to Remain: 475
Total DBH of Non-Specimens to Remain: 4980 Specimen to be removed: 195
% Trees that are Palms: 0.26% % Specimen to be protected: 20%
Historic Trees on Site: 0 Total DBH of Specimens to Remain: 715

Required Replacement Amounts: (DBH)
Non-Specimen Removed = 17010 @ 33% Replacement = 5,613
Specimen Removed = 3335 @ 50% Replacement = 1,668
Historic Removed = 0 @ 100% Replacement = 0
TOTAL = 7,281

Note: (8) Exempt Trees @ 99 DBH not included in replacement calculations.

INVENTORY OF TREES BEING REMOVED:

Use Date	Size	Number	Total DBH	DBH	Longleaf Pines	Size	Number	Inches	Red Cedar	Size	Number	Inches	Total DBH	DBH
11	11	2	22	22	18	40	1475	1475	52	2	24	24	24	24
12	12	21	252	252	20	17	340	340						
13	13	2	26	26	21	6	126	126						
14	14	5	70	70	22	3	66	66						
15	15	3	45	45	24	2	48	48						
16	16	1	16	16	26	1	26	26						
17	17	4	68	68										
18	18	1	18	18										
19	19	2	36	36										
20	20	1	20	20										
Total DBH		58	775	775	Total DBH		135	2648	Total DBH		2	24	24	24

MINUS 1,907 DBH OF SMALL TREES
WITHIN TREE PROTECTION AREA =
5,374 DBH (MINIMUM TO BE
PLANTED OR MITIGATED).
(SEE SHEET C06A FOR SMALL TREE
MITIGATION PLAN)

TREES BEING REMOVED (CONTINUED):

Use Date	Size	Number	Total DBH	DBH	Longleaf Pines	Size	Number	Inches	Red Cedar	Size	Number	Inches	Total DBH	DBH
11	11	2	22	22	18	40	1475	1475	52	2	24	24	24	24
12	12	21	252	252	20	17	340	340						
13	13	2	26	26	21	6	126	126						
14	14	5	70	70	22	3	66	66						
15	15	3	45	45	24	2	48	48						
16	16	1	16	16	26	1	26	26						
17	17	4	68	68										
18	18	1	18	18										
19	19	2	36	36										
20	20	1	20	20										
Total DBH		58	775	775	Total DBH		135	2648	Total DBH		2	24	24	24

CONSTRUCTION NOTE:

ALL TREES WITHIN THE CLEARING LIMITS
ARE TO BE REMOVED.

TREE LEGEND

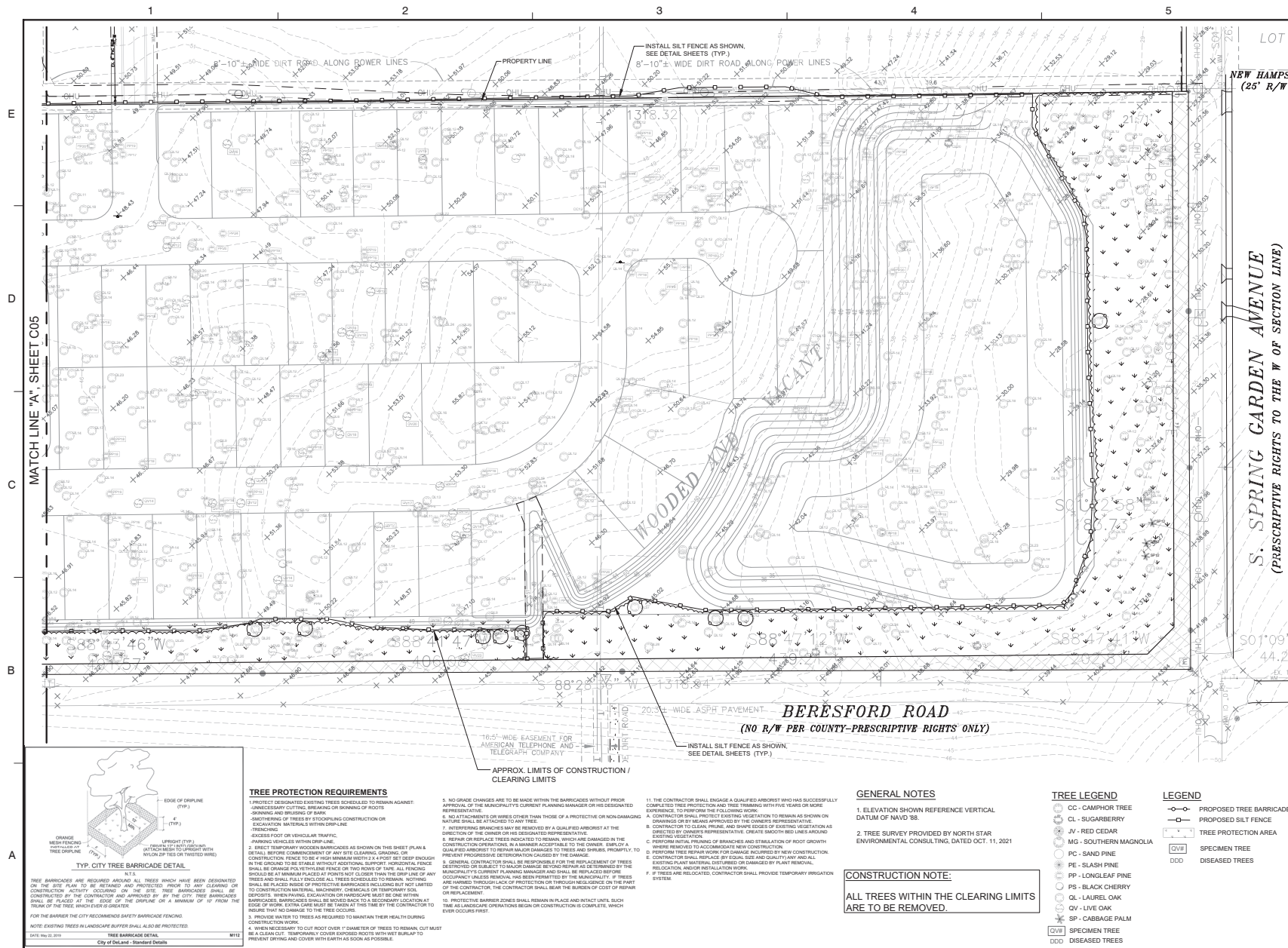
- CC - CAMPHOR TREE
- CL - SUGARBERRY
- JV - RED CEDAR
- MG - SOUTHERN MAGNOLIA
- PC - SAND PINE
- PE - SLASH PINE
- PP - LONGLEAF PINE
- PS - BLACK CHERRY
- QL - LAUREL OAK
- QV - LIVE OAK
- SP - CABBAGE PALM
- QV - SPECIMEN TREE
- DOO - DISEASED TREES

LEGEND

- PROPOSED TREE BARRICADE
- PROPOSED SILT FENCE
- TREE PROTECTION AREA

GENERAL NOTES

- ELEVATION SHOWN REFERENCE VERTICAL DATUM OF NAVD 88.
- TREE SURVEY PROVIDED BY NORTH STAR ENVIRONMENTAL CONSULTING, DATED OCT. 11, 2021



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110 WEST INDIANA AVENUE
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ISLAND, FLORIDA 32759
PHONE: 386.766.6666
ENGINEERING BUSINESS 4794

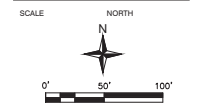
OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

SEAL

Reviewed by: [Signature]
Date: Jan 15, 2022

KEY PLAN



NO.	DATE	BY	DESCRIPTION
1			REVISIONS
2			
3			
4			
5			
6			
7			
8			
9			
10			

DRAWN BY: TZ

APPROVED BY: RM

CHECKED BY: DC/CL

DATE: 6/16/2022

TITLE

EROSION CONTROL & TREE REMOVAL PLAN

PROJECT NO.: 50143466

C06

SHEET NO.

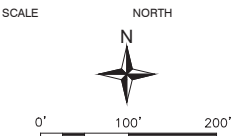
OAK HAMMOCK
RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

SEAL

Reinardo Maves
FL PE # 31588
Jun 17, 2022

KEY PLAN



NO.	DATE	BY	DESCRIPTION

REVISIONS	
DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	6/17/2022

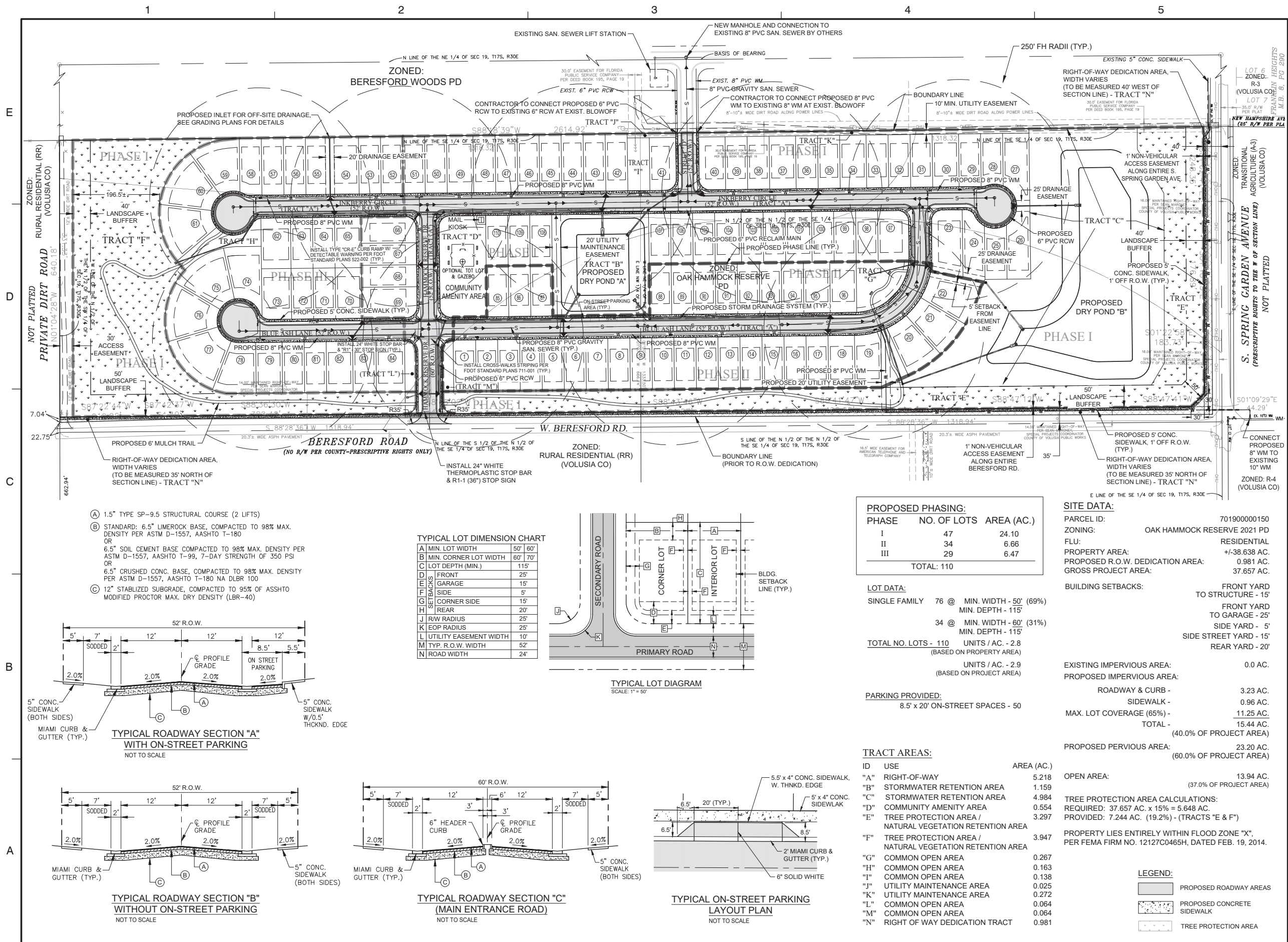
TITLE

OVERALL
DEVELOPMENT
PLAN

PROJECT NO. 50143466

C07

SHEET NO.





Dewberry Engineers Inc.
110 WEST INDIANA AVENUE
SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468
ENGINEERING BUSINESS - 8794

OAK HAMMOCK RESERVE

SPRING GARDEN AVE. S. (CR 4127)
& W. BERESFORD RD.
DELAND, FLORIDA 32738

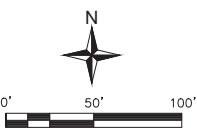
SEAL

Reinardo Mabe
FL PE # 31588
Jun 17, 2022

KEY PLAN

SCALE

NORTH



NO.	DATE	BY	DESCRIPTION

REVISIONS

DRAWN BY	TZ
APPROVED BY	RM
CHECKED BY	DC/GL
DATE	6/17/2022

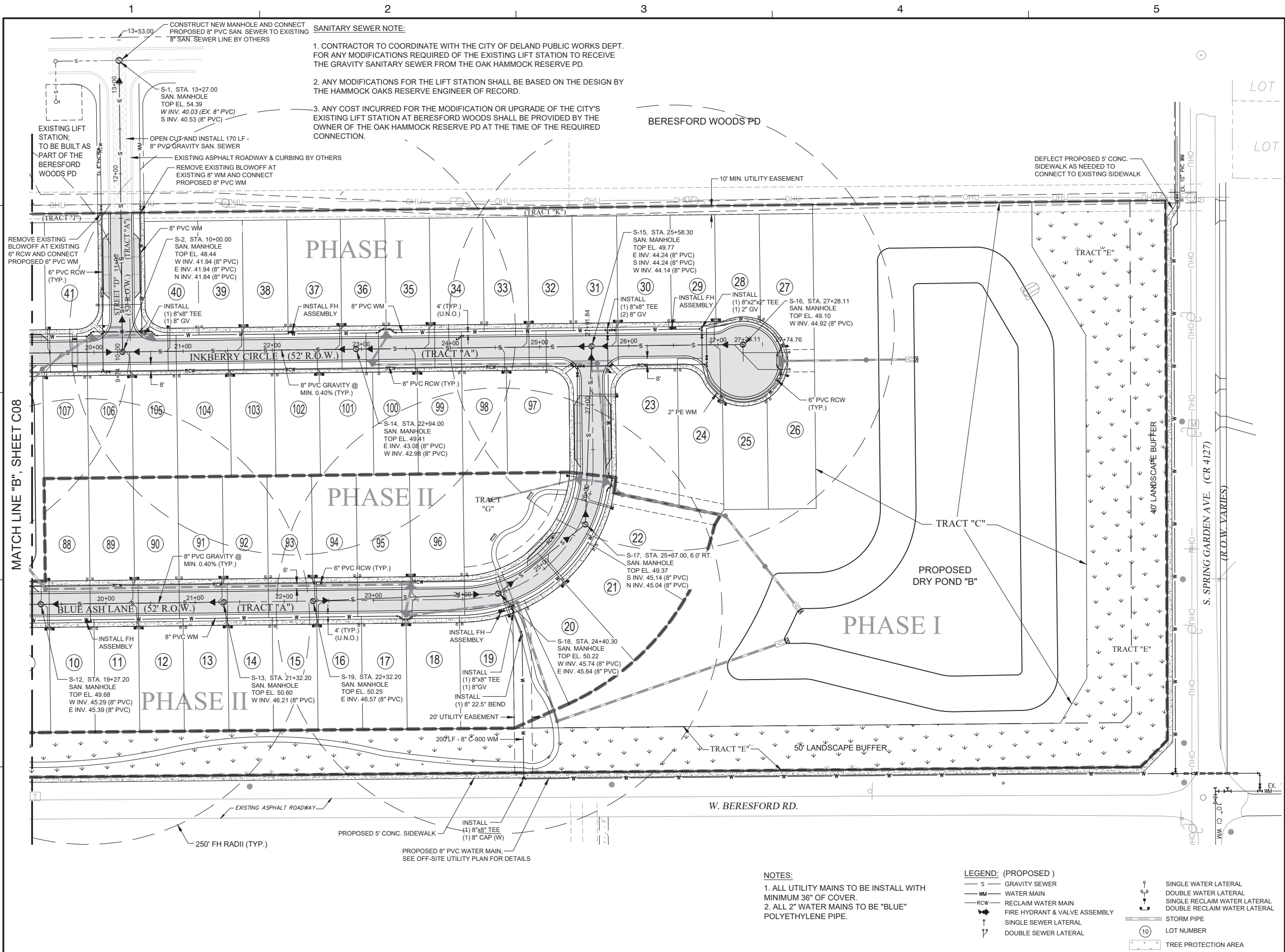
TITLE

UTILITY PLAN

PROJECT NO. 50143466

C09

SHEET NO.



SANITARY SEWER NOTE:

1. CONTRACTOR TO COORDINATE WITH THE CITY OF DELAND PUBLIC WORKS DEPT. FOR ANY MODIFICATIONS REQUIRED OF THE EXISTING LIFT STATION TO RECEIVE THE GRAVITY SANITARY SEWER FROM THE OAK HAMMOCK RESERVE PD.
2. ANY MODIFICATIONS FOR THE LIFT STATION SHALL BE BASED ON THE DESIGN BY THE HAMMOCK OAKS RESERVE ENGINEER OF RECORD.
3. ANY COST INCURRED FOR THE MODIFICATION OR UPGRADE OF THE CITY'S EXISTING LIFT STATION AT BERESFORD WOODS SHALL BE PROVIDED BY THE OWNER OF THE OAK HAMMOCK RESERVE PD AT THE TIME OF THE REQUIRED CONNECTION.

NOTES:

1. ALL UTILITY MAINS TO BE INSTALL WITH MINIMUM 36" OF COVER.
2. ALL 2" WATER MAINS TO BE "BLUE" POLYETHYLENE PIPE.

LEGEND: (PROPOSED)

- S GRAVITY SEWER
- WM WATER MAIN
- RCW RECLAIM WATER MAIN
- FIRE HYDRANT & VALVE ASSEMBLY
- SINGLE SEWER LATERAL
- DOUBLE SEWER LATERAL
- SINGLE WATER LATERAL
- DOUBLE WATER LATERAL
- SINGLE RECLAIM WATER LATERAL
- DOUBLE RECLAIM WATER LATERAL
- STORM PIPE
- LOT NUMBER
- TREE PROTECTION AREA



Volusia County
Traffic Engineering

Traffic Impact Analysis (TIA) Approval*

TIA Title: Oak Hammock Reserve (City of DeLand)

Applicant Name/Traffic Eng Firm: Oak Hammock Holdings, LLC/LTG, Inc.

Date of Approval: July 1, 2022

Conditions: The TIA (including the Proportionate Fair Share (PFS) amount if applicable) is approved by the county provided the developer agrees to complete mitigation/pay PFS.

- If all or a portion of the PFS is to be paid to Volusia County in exchange for impact fees, an executed PFS agreement with the city and county is required *within one year of the date of TIA approval*. If the PFS agreement is executed past one year, recalculation of the PFS amount will be required.
- All Parent Tract TIAs require Master PFS Agreements in lieu of a separate PFS Agreement for each lot.

Mitigation or PFS (if required): \$54,561.00 (See attached calculation)

Disclaimer:

**Volusia County reviewed the TIA to ensure it conformed to/complied with the River to Sea TPO TIA Guidelines and Florida Statutes. It should be noted that Volusia County approval of the TIA and any associated mitigation agreement, of which the county is a party, should not be misconstrued as county support for the project, rezoning, or land use amendment. Rather, TIA approval should be considered confirmation that the county has determined all necessary criteria have been satisfied with regard to evaluation/identification of project-related traffic impacts and, to the extent the county is a party of a mitigation agreement, that project-related mitigation meets the necessary criteria/standards. Where roadway segment and/or intersection deficiencies have been identified, the city is ultimately the responsible agency that approves concurrency and ensures mitigation of project impacts will be adequately addressed through associated mitigation agreements (proportionate-fair share agreement, construction improvement(s), etc.).*

The conceptual plans used as exhibits in TIA methodologies and TIAs are considered supplemental information. Conceptual plans' driveway locations, design, access improvements, etc. are also considered conceptual and are not approved with the TIA's approval or TIA methodology's approval. Coordination of the TIA and site plan review does not constitute final driveway approval. Any access control will occur independent of the TIA review and will be determined only through the actual plans review process.

Approval Signature:

Melissa Winsett

Print

Transportation Planner III

Title

Via E-Mail: (mwinsett@volusia.org)

Ref: 5444.05

June 29, 2022

Melissa Winsett
Transportation Planner/Planner III
Volusia County Traffic Engineering
123 W. Indiana Avenue, Room 400
DeLand, FL 32720

Re: Oak Hammock Reserve – Response to Comments: PS Cost Calculations
DeLand, Florida

Dear Mrs. Winsett:

LTG, Inc. has prepared a Traffic Impact Analysis (TIA) for the proposed Oak Hammock Reserve on behalf of Oak Hammock Holdings, LLC. In response to comments received from Volusia County Staff, Proportionate Share (PS) costs have been calculated for the proposed 110 single family residential dwelling units development analyzed in the TIA. This letter outlines those cost calculations and estimated impact fees.

PROPORTIONATE SHARE DETERMINATION & BASIS OF COST ESTIMATES

Based on the Florida Statutes, the proportionate share contribution is to be calculated based on the number of project trips anticipated along the deficient segment and the change in capacity resulting from the improvement required to remain within the adopted LOS. The percentage of the total estimated cost associated with the improvement to be fulfilled by the applicant/developer is determined by the following equation:

$$\frac{\text{Demand}_{\text{Project}}}{\text{Capacity}_{\text{Improved}} - \text{Capacity}_{\text{Existing}}} * 100\%$$

Where:

- Demand_{Project} = Two-way Peak-Hour Traffic Volumes generated by the Project
- Capacity_{Existing} = Two-way Peak-Hour Capacity of the Existing Road Segment
- Capacity_{Improved} = Two-way Peak-Hour Capacity of the Improved Road Segment

Using this calculation, FDOT's cost-per-mile and the Volusia County June 2022 PS Spreadsheet costs, the estimated County PS of segment improvement costs as well as intersection improvements (necessitated by the proposed development at build-out) are listed in Table 1.

At the request of the County, the proposed widening of the three (3) US 17/92 segments is not consistent with adopted local plans; therefore, proportionate share along the parallel facility of West Volusia Beltway/MLK Jr. Boulevard has been applied.

TECHNICAL MEMORANDUM

Melissa Winsett
June 29, 2022
Page 2

Table 1
Proportionate Share Cost Estimate
Oak Hammock Reserve

Roadway	Segment		FDOT Cost per Mile Model ¹	Estimated Length (mi)	Improvement	Base Improvement Cost	Additional Cost ²	Total Estimated Cost ³	Project Volume	Unimproved Lane Group Capacity	Improved Lane Capacity	PS (%)	Proportionate Share Cost
	From:	To:							(a)	(b)	(c)	(d)=a/(c-b)	
Orange Camp Rd	US 17/92	Princeton Rd	Volusia County	0.55	Widen from 2 to 4 lanes (urban)	\$8,874,418.00		\$4,880,929.90	2	1,270	3,410	0.09%	\$4,561.62
US 17/92	SR 472	SR 15A/Taylor Road	Volusia County	0.72	Widen from 6 to 8 Lanes (urban)	The proposed widening is not consistent with adopted local plans; therefore, proportionate share along the parallel facility of W. Volusia Beltway/MLK Jr. Boulevard has been applied.							
	Beresford Ave	Euclid Ave	Volusia County	0.49	Widen from 2 to 4 lanes (urban)								
	SR 44/ New York Ave	Plymouth Ave	Volusia County	1.01	Widen from 2 to 4 lanes (urban)								
W. Volusia Bltwy/Dr. MLK Bltwy	SR 472	Cassadaga Rd.	Volusia County	0.40	Widen from 2 to 4 lanes (rural)	\$6,197,772.00		\$2,479,108.80	33	1,540	3,410	1.76%	\$43,748.98
	Beresford Ave	Euclid Ave	Volusia County	0.75	Widen from 2 to 4 lanes (rural)	\$6,197,772.00		\$4,648,329.00	0	1,540	3,410	0.00%	\$0.00
	SR 44/ New York Ave	Minnesota Ave	Volusia County	0.76	Widen from 2 to 4 lanes (rural)	\$6,197,772.00		\$4,710,306.72	0	1,540	3,410	0.00%	\$0.00
Segment PS Subtotal:													\$48,310.60

Off-Site Intersections	FDOT Cost per Mile Model ¹	Estimated Lane Length (mi)	Improvement	Base Improvement Cost	Additional Cost ²	Total Estimated Improvement Cost ³	Project Volume	Unimproved Lane Group Capacity	Improved Lane Group Capacity	PS (%)	Proportionate Share Cost
							(a)	(b)	(c)	(d)=(a)/(c-b)	
SR 15A at Beresford Avenue	-	-	Optimize Splits	\$5,000.00		\$6,250.00				100.00%	\$6,250.00
Offsite Intersection PS Subtotal:											\$6,250.00

PS GRAND TOTAL:											\$54,561.00
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¹ Cost obtained from FDOT Long Range Estimates (LRE) for improvement identified; Unless stated otherwise.
² Additional costs pertain to site specific modifications associated with the improvement (examples include traffic signal updates, right-of-way, bridge modifications, etc.).
³ Includes Design & CEI Cost (25%).
⁴ Turn lanes are measured in feet and unit cost is based on 300 feet.

TRANSPORTATION IMPACT FEES

The proposed development plan has been assessed for transportation impact fees based on the adopted impact fees for Volusia County. These impact fees have been calculated based on the number of dwelling units of the proposed land use. The City of DeLand does not have transportation impact fees.

According to Volusia County's Code of Ordinances and the Growth and Resource Management Department, the thoroughfare road impact fees shall be adjusted annually beginning on March 4, 2021, based on the percentage of the previous annual *FDOT Producer Price Index for Highway and Street Construction* or successor construction cost index by no less than 3% and no more than 8%. Table 2 identifies the Volusia County impact fee rates for the expected build-out year of 2024.

Table 2
Volusia County Impact Fee Calculation from Code of Ordinances
Oak Hammock Reserve

Land Use Type	2022 Volusia County Fee \$/DU	Size	Units	Build-Out Year	2022 Estimated Impact Fee for Volusia County ¹	2024 Estimated Impact Fee for Volusia County	
						(Min. 3%) ²	(Max. 8%) ²
Single Family Residential	\$5,432.45	110	DU	2024	\$597,569.50	\$633,961.48	\$697,005.06

¹Volusia County Impact Fees rate as of March 3rd, 2022.

²Per Volusia County Code of Ordinance, impact fees will increase 3% to 8% annually starting March 4th, 2021.

The total of both Agency estimated impact fees as well as Proportionate Share costs is shown in Table 3 below. Table 3 also indicates the difference between the estimated Impact Fees and PS costs.

Table 3
Total Agency Proportionate Share & Impact Fee Costs
Oak Hammock Reserve

	Volusia County	
	Min.	Max.
2024 Estimated Agency Total Impact Fees	\$633,961.48	\$697,005.06
Total Agency PS Costs	\$54,561.00	
Difference in Agency Impact Fees vs Agency PS	\$543,008.50	\$642,444.06

CONCLUSION

The PS responsibility for the proposed development has been determined as follows:

- The estimated PS is \$54,561.00 for Volusia County.
- The estimated impact fee amounts is expected to exceed the project's PS; therefore, the project will be responsible for the impact fee amount.

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: Crystal Mercedes, PTP

Signature: _____

Date: June 29, 2022

CITY OF DELAND
Request for Commission Action
July 18, 2022

SUBJECT: Resolution Setting the Proposed Millage Rate for Fiscal Year 2022-2023.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution

APPROVED BY: Michael Pleus, City Manager, July 14, 2022

SUMMARY/HIGHLIGHT:

The certification of property tax values by the Volusia County Property Appraiser on July 1st provides a taxable value of \$2,651,310,095, of which \$99,271,772 is considered taxable new construction and annexation values. This represents an approximate 15.60% increase from the final taxable value from the prior year. The rolled-back rate is the rate that produces the same amount of revenue as received in the current fiscal year. The estimated rolled-back rate for the tax year 2022 is 6.1520 mills.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

None, however, the budget provides the resources to implement the strategic plan.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The millage rate proposed for operating purposes is 6.6841. This is a decrease of 0.1 mills in the operating millage rate from FY 21-22. The proposed operating millage of 6.6841 is 8.65% above the rolled-back millage rate of 6.1520. The total ad valorem tax revenue is \$16,273,530 for FY 22-23, with the General Fund receiving \$15,786,597 and the Capital Fund receiving \$486,933.

RECOMMENDATION:

Staff recommends that the City Commission establish the proposed millage rate at 6.6841 mills for operating purposes and instruct the Property Appraiser to advertise the rate in the "TRIM" Notice to DeLand's taxpayers and establish the dates and times for the first public hearing on Wednesday, September 7th at 7:00 p.m. and the final public hearing on Monday, September 19th at 7:00 p.m.

BACKGROUND/DISCUSSION:

The Truth in Millage Act (TRIM) requires the City to advise the Property Appraiser, by August 1st, of the proposed millage rate, as well as the date, time and place of the budget hearings. The Property Appraiser is then required to mail a "Notice of Proposed Property Taxes" (TRIM Notice) to each property owner. The first budget hearing will need to be scheduled for the first City Commission meeting in September (September 7th), at which time a public hearing will be held on the tentative millage and budget. The tentative millage rate cannot exceed the proposed millage rate presented in the "TRIM Notice" without notification of the increase to

each taxpayer by first class mail at the City's expense. The City Commission may, however, reduce the tentative millage rate during the public hearing held in September.

A comparison of the millage rates for the prior year and the proposed budget is as follows:

	FY 22-23	FY 21-22	Change	% Change
Operating	6.6841	6.7841	-0.1000	-1.47%
Debt Service	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.00%</u>
Total	6.6841	6.7841	-0.1000	-1.47%

The City does not have a debt service millage rate due to the payoff of the general obligation debt during FY 2018-2019.

The time frame for adopting the millage rates required for "TRIM" compliance:

Proposed millage rate:	Adopted in July for use on TRIM Notice in August
Tentative millage rate:	Adopted at first public hearing in September
Final millage rate:	Adopted at second public hearing in September

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING
A PROPOSED MILLAGE RATE FOR FISCAL YEAR 2022-2023; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of DeLand is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Volusia County; and

WHEREAS, the City Commission of the City of DeLand does intend to adopt a proposed operating millage rate of 6.6841 mills which is 8.65% more than the estimated rolled back rate of 6.1520, and

WHEREAS, each taxpayer within the corporate limits of DeLand will be sent notice by first class mail by the Property Appraiser of the public hearing setting the tentative millage rate and proposed budget; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 7:00 p.m. at the City Hall Commission Chambers on September 7, 2022, and the final public hearing has been scheduled for 7:00 p.m. at the City Hall Commission Chambers on September 19, 2022; and

WHEREAS, it is necessary for the City to approve and adopt its proposed millage rate for the fiscal year 2022-2023;

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

Section 1. The City Commission of the City of DeLand hereby adopts a 6.6841 proposed operating millage rate.

Section 2. The proposed operating millage rate hereby adopted is 0.5321 mills more than the estimated rolled back rate.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 18th day of July, 2022.

Robert F. Apgar
Mayor – Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney