



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
OCTOBER 3, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Father Comforted, St. Barnabas Episcopal Church DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Super Star Students of the Month.
2. Certificates of Recognition to CATALYST Student Summer Intern Program.
3. Proclamation, Fire Prevention Week.
4. Employee Years of Service Awards.
5. Resolution No. 2022-80, Honoring the Retirement of Pam Godfrey.

CONSENT AGENDA

1. Consideration re Change Order No. 2, Sanderson Concrete Construction.
Staff recommends that the City Commission approve Change Order No. 2, allowing Sanderson Concrete to install additional sidewalk and the Type-D curbing at the intersection of West Howry Avenue and South Salisbury Avenue.
2. Consideration re Change Order No. 2, Melching Field Improvements Contract.
Staff recommends that the City Commission approve Change Order # 2, in the amount of \$90,752.81, for the Melching Field – Field Improvements Contract.
3. Consideration re Change Order No. 1, Melching Field Stadium Improvements - Wharton Smith Contract.
Staff recommends that the City Commission approve Change Order # 1, in the amount of \$192,933.28 for the Melching Field Stadium Improvements Contract.
4. Consideration re Collective Bargaining Agreement (CBA) with the IAFF Local 4347 Fire Union for FY 2022-2023 and FY 2023-2024.
Collective Bargaining Agreement with IAFF Local 4347 Fire Union for FY 2022-2024.

5. Consideration re Cooperative Purchase Agreement for Emergency Debris Removal Services.

It is recommended that the City Commission approve the cooperative purchase agreement for debris removal, reduction and disposal services with DRC Emergency Services which will allow the City to obtain services for disaster related debris removal under the terms and conditions of the City of DeBary Debris Removal Contract 406-22.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2022-23, Changing the Zoning on Approximately 2.09 Acres of Property, Located at 425 South Woodland Boulevard.

First Reading of Ordinance Amending 425 South PD for LAM Development, on Approximately 2.09 Acres of Property, Located at 425 S. Woodland Blvd. to allow for an accessory storage building.

2. Second Reading of Ordinance No. 2022-24, Annexing 4.66 Acres of Property Located at 475 South Blue Lake Avenue (The Oaks Phase III).

Second Reading of Ordinance annexing Phase III of The Oaks Community mobile home park.

3. Second Reading of Ordinance No. 2022-25, Annexing 6.73 Acres of Property Located on the East Side of South Blue Lake Avenue, South of Saffron Trail. (The Oaks Phase V).

Second Reading of Ordinance annexing Phase V of The Oaks Community mobile home park.

4. Second Reading of Ordinance No. 2022-26, Changing the Land Use from Volusia County Urban Low Intensity to City of DeLand Low Density Residential for 4.66 Acres of Property Located at 475 South Blue Lake Avenue (The Oaks Phase III).

Second Reading of Ordinance to amend the land use from Volusia County Urban Low Intensity to City of DeLand Low Density Residential for Phase III of The Oaks Community.

5. Second Reading of Ordinance No. 2022-27, Changing the Land Use from Volusia County Urban Low Intensity to City of DeLand Urban Low Intensity for 6.73 Acres of Property Located on the East Side of South Blue Lake Avenue, South of Saffron Trail. (The Oaks Phase V).

Second Reading of Ordinance to amend the future land use from Volusia County Urban Low Intensity to City of DeLand Urban Low Intensity for Phase V of The Oaks Community.

6. Second Reading of Ordinance No. 2022-28, Changing the Zoning from Volusia County RR (Rural Residential), City of DeLand R-M (Residential-Mobile Home) and City of DeLand The Oaks PD to The Oaks Community Expanded PD 2022 for 51.86 Acres of Property Located Generally at the Southeast Corner of Voorhis Avenue and South Blue Lake Avenue.

The subject property is a total of 51.86 acres. The development consists of five phases, 3 of which are already developed and will be combined into one Planned Development agreement.

7. Second Reading of Ordinance No. 2022-29, Changing the Zoning of Approximately 28.64 Acres of Property, Located at the Southeast Corner of Martin Luther King Boulevard and Cassadaga Road, from County R-4C & R-4 to CTC DeLand PD to Develop a Multi-Family Residential Project.

Adoption of Ordinance to rezone 28.64 acres from County R-4C & R-4 to CTC DeLand PD to develop a multi-family residential project, located at the Southeast Corner of Martin Luther King Boulevard and Cassadaga Road. This application is for the development of a 233-unit multi-family residential project.

8. Second Reading of Ordinance No. 2022-30, Changing the Zoning from Volusia County R-4C, R-4, A-1C, A-1, I-1C & I-1 to DeLand Tech Park PD, Located in the Northwest Quadrant of SR 472 and Interstate 4, for Approximately 143.2 Acres of Property.

The applicant, Mark Watts, from Cobb Cole, is requesting to rezone the subject property to better align with the vision of the South West Activity Center (SWAC) land use, and to develop the property into the DeLand Tech Park PD.

NEW BUSINESS

1. First Reading of Ordinance Amending Land Development Regulations to Address Density Bonus for Affordable Housing.

The applicant, Carolyn Haslam for Volusia Initiative for Church and Community, Inc., has submitted a proposed ordinance to amend the Land Development Regulations to create a density bonus program for affordable housing. The ordinance calls for a 50% increase in density for the city's multi-family zoning districts.

2. Resolution Approving Final Plat, Beresford Woods Phase 1 Subdivision.

Resolution Approving Final Plat, Beresford Woods Phase 1 Subdivision.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: September 20, 2022

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

For the October 3, 2022 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Spencer Salinetto

Citrus Grove Elementary: Chase Grebosz

DeLand High School: no submission

DeLand Middle School: Hannah Wycuff

DeLand Preparatory Academy: no submission

Freedom Elementary: Aryan Rahman

George Marks Elementary: no submission

Southwestern Middle School: Caiden Adams

St. Barnabas: Ryan Murray

St. Peter's Catholic School: Giselle Santos

Starke Elementary: Jaylen Harris

Stetson Baptist: De'Niya Padgett

TOP Academy: no submission

Woodward Avenue: Quiestanna Long

CITY MANAGER'S OFFICE
MEMORANDUM



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: September 27, 2022

SUBJECT: CATALYST Student Summer Intern Recognition

For the October 3, 2022 agenda, the City of DeLand recognizes:

Dakahrie Robinson

Chunijah White

Iamhia-Passion Bingham

Brad Lee, Jr.

Samaria Wyche

Damian Dillard

My'Kerria Jackson

Abby Reid Williams

Carlos Arnaiz



The CITY OF DELAND

Volusia County, Florida

Proclamation

Whereas, since 1922, the National Fire Protection Association has sponsored the public observance of Fire Prevention Week making it the longest-running public health observance in the United States of America; and

Whereas, the DeLand Fire Department, in partnership with the National Fire Protection Association, is steadfastly committed to ensuring the safety and security of all those residing in and visiting DeLand, Florida; and

Whereas, Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire which began on October 8, 1871 and caused devastating damage. This horrific conflagration killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land; and

Whereas, the 2022 Fire Prevention Week theme; "Fire Won't Wait, Plan Your Escape." effectively serves to remind us that we need to take personal steps to increase our safety from fire; and

Whereas, statistics indicate the vast majority of citizens are at risk of structure fire in their homes. In 2016, more than 2,700 citizens across our country lost their lives due to residential fires and Fire Departments across the United States responded to 352,000 home fires; and

Whereas, during Fire Prevention Week, children, adults, and educators learn to stay safe in case of a fire and Firefighters provide lifesaving public outreach in an effort to drastically decrease casualties caused by fire.

Now, therefore, I, Robert F. Apgar, Mayor of the City of DeLand, do hereby proclaim, October 9 -15, 2022 as:

"Fire Prevention Week"

in the City of DeLand and urge all citizens to remember "Fire Won't Wait, Plan Your Escape."

***Done and proclaimed** this 3rd day of October 2022.*

Attest:

Robert F. Apgar, Mayor

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Employee Years of Service Awards.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS:

APPROVED BY: Michael Pleus, City Manager, September 28, 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 an award.

40 Years of Service

Craig Leonard, Parks and Recreation

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



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2022 - 80

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO PAMELA GODFREY UPON HER RETIREMENT AFTER 38 YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pamela Godfrey began her employment with the City of DeLand in 1984 as a part-time Office Assistant in the Parks and Recreation Department where she learned how to copy from stencil to a mimeograph machine, then to a new contraption called a computer; she served well and faithfully as the “dinosaur” of Parks and Recreation until her retirement; and

WHEREAS, Pam also performed many other duties assigned by former Director Tom Sperling such as booking assignments for the Central Florida Basketball Officials Association, and ticket taking duties during the annual American Legion Firecracker Baseball Tournament. In addition, Pam has been the Head Chef for all of the Parks and Recreation Luncheons and also for all the hurricane staff feedings; and

WHEREAS, Pam worked tirelessly and diligently to accomplish much to enhance parks and recreation for the citizens of DeLand; she was responsible for signing patrons up for a sport, renting pavilions and buildings, and teaching the young Rick Hall the ropes of Parks and Recreation; and

WHEREAS, her performance of her duties and responsibilities, has been characterized by professionalism and dedication to work in partnership with Parks and Recreation staff and the citizens of DeLand to improve the quality of life for all; and

WHEREAS, Pam was for many years instrumental in assisting with the annual budget preparation and her expertise in this area will certainly be missed; and

WHEREAS, Pam had the responsibility to train many employees that were hired for the Parks and Recreation Department; and

WHEREAS, Pam also served on many committees throughout her time including the Benevolent and Retirement Committees.

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

Section 1. That the City Commission of the City of DeLand does hereby honor Pamela Godfrey for her 38 years of service to the City and for the faithful, diligent and responsible manner in which she performed her duties.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City’s thanks and appreciation to Pamela Godfrey.

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

PASSED AND DULY ADOPTED this 3rd day of October 2022.

Robert F. Apgar
Mayor - Commissioner

Attest:

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Consideration re Change Order No. 2, Sanderson Concrete Construction.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: Change Order No. 2

APPROVED BY: Michael Pleus, City Manager, September 28, 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, the contractor found that the ramps located at the intersection of W Howry Ave and S Salisbury Ave would still be out of compliance with the original plan designs. In order to bring this entire intersection up to ADA standards, an additional 80FT total of sidewalk and 60FT total of curbing will need to be installed. The curbing needs 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 and sidewalk was shown to be sufficient when designed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Creating a Connected Community

SUSTAINABILITY:

Mobility

FISCAL IMPACT:

Approval of this Change Order No. 2 will result in an additional expenditure of \$3520.00 for the installation of 80FT of sidewalk and 60FT 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. 2, allowing Sanderson Concrete to install additional sidewalk and the Type-D curbing at the intersection of W Howry Ave and S Salisbury Ave.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 2

Date: September 19, 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: 80' of additional sidewalk at S Salisbury and W Howry

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....	\$215,029.55
Change Order No. 1.....	\$4015.00
This Change Order No. 2.....	\$3520.00
Adjusted Contract Cost.....	\$222,564.55

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
October 3, 2022

SUBJECT: Consideration re Change Order No. 2, Melching Field Improvements Contract.

DEPARTMENT: Public Service

PREPARED BY: Whitney Zittle, Project Cord.

ATTACHMENTS: Change Order No.2, Stetson CO 7 - Force Majeure , Submittal No.7, Submittal No. 9, Submittal No. 10 - Deductive

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

At their April 4, 2022 the Commission awarded a contract for Melching Field – Field Improvements in the amount of \$1,309,803 via Bid 22-08. On August 15th, 2022, the Commission approved change order No. 1 in the amount of \$44,612.48.

At the onset of construction there were unanticipated construction issues that were encountered that are required to be addressed in order for the overall construction to be delivered successfully and with the quality that is required for this environment. There are multiple components of this change order that will be listed below along with a brief description of the required changes. A detailed description and support are attached as well.

Change Order #2 Submittals

Submittal 7 – Added fuel and delivery costs – This change order includes rootzone sand, 89 stone and 57 stone increased costs as well as import fill additional transportation costs. These escalated items are broken out on the attached submittal from Burke Construction, and it should be noted that they do not include any contractor mark up. (Submittal #7 Cost: \$ 47,153.80)

Submittal 9 – Sod Delivery and Placement – Burke Construction has assumed the responsibility of coordinating delivery and placement of city purchased sod to their contract. A time extension request of fourteen (14) calendar days is included to accommodate the addition to the original scope of work. (Submittal #9 Cost: \$ 52,334.13)

Submittal 10 – DEDUCTIVE- removal of installation of conduit – In an effort to streamline work and payment estimates, the installation of conduit was removed from the original scope of work for Burke Construction, and assumed under a separate contract. The City assumes the cost of materials already purchased under the current contract, which is broken down on the attached submittal. The cost of installation and labor are being removed by way of this deductive change order. (Submittal #10 Cost: (-\$8735.12)

Total Change order Costs: Increase in contract cost of \$90,752.81

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving “Sense of Community”, High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Funding for these change orders is available from the current total budget for the Melching Field Project. However, to complete all elements anticipated for this project, a future budget amendment will be required.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order # 2, in the amount of \$90,752.81, for the Melching Field – Field Improvements Contract.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 2

Date: October 3, 2022

Project: Melching Field- Field Improvements

Contractor: Burke Construction Group, Inc
10145 NW 19th Street
Doral, FL, 33172

Description: Misc. Design changes/ Additions and Deletions

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$1,309,803.00

Change Order No. 1.....\$44,612.48

This Change Order No. 2.....\$90,752.81

Adjusted Contract Cost.....\$1,445,168.29

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.

eSigned via SeamlessDocs.com
Chad A. Gamble
Key: 18f5a98a-0885-4fd6-91d0-3a4c3f347701
Chad A. Gamble
Public Services Director

Date

CONTRACTOR ACCEPTANCE:

Burke Construction Group

eSigned via SeamlessDocs.com
David Martinez
Key: 1231aa92-4a7d-412c-8fd2-d23bfe9d4a3f
David Martinez
Vice President

09-22-2022

Date

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date

CHANGE ORDER

AIA Document G710

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☒
FIELD ☐
SUBCONTRACTOR ☐



PROJECT: **Melching Stadium Field**

CHANGE ORDER NUMBER: **0007**

DATE: **9/7/2022**

CONTRACTOR PROJECT #: **22-000689**

CONTRACTOR: **Burke Construction Group, Inc.**
10145 NW 19th Street
Doral, Florida 33172

The Contract is changed as follows:

Increased Costs to materials and freight due to Economic Conditions (Force Majeure) Spreadsheet attached to CO. No Mark-up from Burke Construction.

1	Rootzone Sand -	\$32,625.00
2	Rock - 89 stone and 57 stone	\$6,062.90
3	Import Fill	\$5,794.20

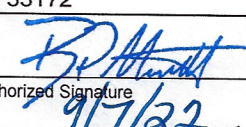
The Parties reserve all legal, contractual rights and defenses, with regard to compensation for delay

Subtotal	\$44,482.10
Contractor Fee - 10%	\$ -
Contractor OH - 2.5%	\$ -
GL Insurance 1%	\$ -
Total	\$44,482.10

Not valid until signed by the Owner and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was.....	\$ -
Net change by previously authorized Change Orders.....	\$ -
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$ -
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$ 44,482.10
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$ 44,482.10
The Contract Time will be (increased) (decreased) (unchanged) by	14 Added Calendar Days
The date of Substantial Completion as of the date of this Change Order therefore is	
Master Permit Issue Date: 00/00/0000 Contract Base Days: 14 Added Time Above:	14 days impact

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

ARCHITECT	Burke Construction Group, Inc.	City of Deland
Address	CONTRACTOR 10145 NW 19th Street Doral FL 33172	OWNER Melching Field Improvements Stetson University - Deland FL
BY	BY 	BY
DATE	DATE 9/7/22	DATE

Melching Stadium Rootzone and Rock Increases due to Force Majeure

Original Quote		Freight is from Witherspoon Mine near Arcadia			
RZ needed	4,500.00	TONS	18.8	\$	84,600.00
Tax on Materials	84,600.00			\$	5,499.00
freight	4,500.00	TONS	17.5	\$	78,750.00
				\$	168,849.00
					Original Value
REVISED					
RZ needed	4,500.00	TONS	18.8	\$	84,600.00
Tax on Materials	84,600.00			\$	5,499.00
freight	4,500.00	TONS	24.75	\$	111,375.00
				\$	201,474.00
					REVISED Value
				\$	32,625.00
					CO Value
Rock Needed- Original Quote					
89S	294.77	tons	30	\$	8,843.10
57S	651.08	tons	30	\$	19,532.40
Tax on Materials	28,375.50			\$	1,844.41
Freight	945.85	tons	16.29	\$	15,407.90
				\$	45,627.80
					Original Value
REVISED as of July 1st, 2022					
89S	294.77	tons	54.65	\$	16,109.18
57S	651.08	tons	54.65	\$	35,581.52
Tax on Materials	51,690.70			\$	-
Freight	0.00	tons	0	\$	-
				\$	51,690.70
					Taxes included in quote
					Freight included in quote
					REVISED VALUE
				\$	6,062.90
					CO Value
Dirt Needed- Phase 1 Original Quote					
Loads of 18 CY	666.00	CY	12.95	\$	8,624.70
				\$	8,624.70
					Original Value
REVISED as of July 11, 2022					
Loads of 18 CY	666.00	CY	21.65	\$	14,418.90
				\$	14,418.90
					REVISED VALUE
				\$	5,794.20
					CO Value

Requested CO for Melching Stadium - ZERO MU

\$ 44,482.10

Phase 2 Changes are not addressed in this CO

Golf Agronomics Supply & Handling, Inc.
2165 17th Street
Sarasota, Florida 34234
Phone 800-626-1359 Fax 941-955-4690

QUOTATION

TO: Burke Sports Group – Brad Moretti
FROM: Bobby Ellis - Golf Agronomics
DATE: March 22, 2022
RE: Stetson Baseball Field – Rootzone mix pricing

Listed below is pricing for the rootzone material for the baseball field renovation at Stetson University locate in Deland, Florida.

90-10 Rootzone Mix*	\$17.30/ton + tax
Freight Mini Wheeler:	\$17.50/ton tax exempt

Quantity Needed: 3,500 tons +/-

Notes:

- Rootzone mix consist of 90% sports field sand blended with 10% of 3/8" Command Compost.
- Material will be sold by the ton utilizing certified DOT scale weight tickets. Conversion is approximately 1.30 tons per cubic yard.
- Material prices do not include sales tax. Freight is tax exempt.
- Material prices are good until May 31, 2022.
- Freight rates are good for 7 days and are based upon current fuel prices and are subject to change per market conditions.
- Any testing cost will be the responsibility of the contractor.

For additional information please contact:

Bobby Ellis, Regional Manager
Golf Agronomics Supply & Handling
407-509-7417
Etsi1960@yahoo.com

Golf Agronomics Supply & Handling, Inc.
2165 17th Street
Sarasota, Florida 34234
Phone 800-626-1359 Fax 941-955-4690

QUOTATION

TO: Burke Sports Group – Brad Moretti
FROM: Bobby Ellis - Golf Agronomics
DATE: July 8, 2022
RE: Stetson Baseball Field – Rootzone mix pricing

Listed below is pricing for the rootzone material for the baseball field renovation at Stetson University located in Deland, Florida.

90-10 Rootzone Mix*	\$18.80/ton + tax
Freight Tractor Trailer:	\$22.85/ton tax exempt
Freight Mini Wheeler:	\$24.75/ton tax exempt

Quantity Needed: 3,500 tons +/-

Notes:

- Rootzone mix consist of 90% sports field sand blended with 10% of 3/8" Command Compost.
- Material will be sold by the ton utilizing certified DOT scale weight tickets. Conversion is approximately 1.30 tons per cubic yard.
- Material prices do not include sales tax. Freight is tax exempt.
- Material prices are good until September 30, 2022.
- Freight rates are good for 7 days and are based upon current fuel prices and are subject to change per market conditions.
- Any testing cost will be the responsibility of the contractor.

For additional information please contact:

Bobby Ellis, Regional Manager
Golf Agronomics Supply & Handling
407-509-7417
Etsi1960@yahoo.com



DEMOLITION HAULING
DUMP TRUCKS
EQUIPMENT RENTAL
FILL CONTRACTORS
LAND CLEARING
TRUCK BROKERAGE

PROPOSAL/CONTRACT

775 South Kirkman Road, Suite 108
Orlando, FL 32811
Ph. (407) 406-0122
Cel. (407) 242-9446
E-mail: rhildreth@alliedtk.com

TO: Burke Sports Group 10145 NW 19th Street Doral, FL 33172 ATT : Brian Lippold Email : blippold@bcginc.net	Phone:866-88-BURKE	DATE: 7/1/2022
	Fax:(305) 468-6654	
	Stetson U. Melching stadium 528 FL-15, DeLand, FL 32720, USA	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Quarry	Material	Description	Rate	
			Amount	Unit
Titan Edgewater	#89 FDOT Limestone	Material & Tax W/ Hauling	\$ 54.65	TN
Titan Edgewater	#57 FDOT Limestone	Material & Tax W/ Hauling	\$ 54.65	TN

NOTE: All rates are based on service upon truck availability and/or loading conditions at the quarry. Upon acceptance of proposal and before placement of order(s), please sign and return to our office via email. Please note that before ordering service for any project, you MUST submit a Notice of Commencement stating all the legal description for that particular project.

Please remember that acceptance of proposal **DOES NOT** represent an order. For placement of orders, you must contact our dispatch department with at least one day notice. Prices are subject to change if rate(s) increases from the quarry (is) and/or if rate(s) change at the dump site(s).

Hauling rates are subject to change depending on current fuel prices.

SPECIAL PROVISIONS: Prices Quoted Are US Tons (Not Metric) /Prices Quoted Do Not Allow Retainage

PAYMENT TO BE MADE AS FOLLOWS: Net 30 Days

All work is done with the understanding that the customer is fully responsible to verify that all labor, materials, quantities, equipment, time and all other work furnished meets the requirements of the job stated above. Upon customer satisfaction, customer and/or authorized persons will acknowledge by signing the delivery tickets for all work/materials furnished. After the signing of the delivery tickets, customer is fully liable for all work stated thereon. There will be no credits issued and no discrepancies after the signing of said tickets. All agreements are contingent upon strikes, accidents, acts of God or delays beyond our control. This proposal is acceptable within 30 days and is void thereafter at the option of the undersigned. In the event, it becomes necessary for **Allied Trucking of Orlando, LLC.** to engage the services of an attorney to collect any sums due under this contract. The customer will pay reasonable attorney's fees and all costs in making such collection.

AUTHORIZED SIGNATURE: _____

CUSTOMER ACCEPTANCE OF PROPOSAL: _____

DATE OF ACCEPTANCE ____ / ____ / ____ AUTHORIZED SIGNATURE _____

Michele Wry

From: Michele Wry
Sent: Monday, July 18, 2022 12:05 PM
To: Michele Wry
Subject: FW: Melching Field Stetson Univerity Deland FL

From: Heath Fincher <Heath.Fincher@martinmarietta.com>
Sent: Wednesday, March 2, 2022 12:13:42 PM
To: Brad Moretti <brad@bcginc.net>
Subject: RE: Melching Field Stetson Univerity Deland FL

[External Email Warning]: This email originated from outside of BCG. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Brad,

Please use the pricing below, for the upcoming project in DeLand, FL:

- TBD tons of #57 Limestone (Martin Marietta – Cape Canaveral) - \$30.00/ton + \$16.29/ton freight = \$46.29/ton, DELIVERED.
- TBD tons of #89 Limestone (Martin Marietta – Cape Canaveral) - \$30.00/ton + \$16.29/ton freight = \$46.29/ton, DELIVERED.

Material pricing is valid till 5/31/2022. Tax is not included. A price escalator of 6% may take place on 7/1/2022. Delivery rates were provided by C&W Global Trucking and are subject to increase every 6 months

Best regards,

Heath Fincher
Sales Representative II | Florida
Martin Marietta

714 W Smith St. Orlando, FL 32804
t. (407) 723-4852 | m. (863) 845-0398
e. Heath.Fincher@martinmarietta.com
www.martinmarietta.com



Customer Sales & Service
Precious Scott
(706) 854-6358 (O)
(706) 821-9079 (M)
leprecious.scott@martinmarietta.com

From: Brad Moretti <brad@bcginc.net>
Sent: Saturday, February 26, 2022 12:33 PM
To: Heath Fincher <Heath.Fincher@martinmarietta.com>
Subject: Melching Field Stetson Univerity Deland FL

EXTERNAL EMAIL

Heath, good day. 57s and 89s to this Field please... Limestone and Freight

Thanks



Brad Moretti | President

a: 10145 NW 19th Street | Doral, FL, 33172
e: Brad@bcginc.net | w: www.bcginc.net
p: 866-88-BURKE c: 305-487-2297



CONFIDENTIALITY NOTICE: This e-mail message is intended only for the above-mentioned recipient(s). Its content is confidential.

If you have received this e-mail by error, please notify us immediately and delete it without making a copy, nor disclosing its content, nor taking any action based thereon.



DEMOLITION HAULING
DUMP TRUCKS
EQUIPMENT RENTAL
FILL CONTRACTORS
LAND CLEARING
TRUCK BROKERAGE

PROPOSAL/CONTRACT

775 South Kirkman Road, Suite 108

Orlando, FL 32811

Ph. (407) 406-0122

Cel. (407) 242-9446

E-mail: rhildreth@alliedtk.com

TO: Burke Sports Group

10145 NW 19th Street

Doral, FL 33172

ATT : Brian Lippold

Email : blippold@bcginc.net

Phone: 866-88-BURKE

Fax: (305) 468-6654

DATE: 6/2/2022

Stetson U. Melching stadium

528 FL-15,

DeLand, FL 32720, USA

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Quarry	Material	Description	Rate	
			Amount	Unit
Kemcho	Sandy Fill	Material & Tax W/ Hauling	\$ 12.95	CY
Mid Florida	Sandy Fill	Material & Tax W/ Hauling	\$ 21.65	CY
Crush Supply	#57 RCA	Material & Tax W/ Hauling	\$ 45.05	TN
Mid Florida	#57 RCA	Material & Tax W/ Hauling	\$ 51.50	TN
Vulcan Taft	#89	Material & Tax W/ Hauling	\$ 62.50	TN

NOTE: All rates are based on service upon truck availability and/or loading conditions at the quarry. Upon acceptance of proposal and before placement of order(s), please sign and return to our office via email. Please note that before ordering service for any project, you MUST submit a Notice of Commencement stating all the legal description for that particular project.

Please remember that acceptance of proposal **DOES NOT** represent an order. For placement of orders, you must contact our dispatch department with at least one day notice. Prices are subject to change if rate(s) increases from the quarry (is) and/or if rate(s) change at the dump site(s).

Hauling rates are subject to change depending on current fuel prices.

SPECIAL PROVISIONS: Prices Quoted Are US Tons (Not Metric) / Prices Quoted Do Not Allow Retainage

PAYMENT TO BE MADE AS FOLLOWS: Net 30 Days

All work is done with the understanding that the customer is fully responsible to verify that all labor, materials, quantities, equipment, time and all other work furnished meets the requirements of the job stated above. Upon customer satisfaction, customer and/or authorized persons will acknowledge by signing the delivery tickets for all work/materials furnished. After the signing of the delivery tickets, customer is fully liable for all work stated thereon. There will be no credits issued and no discrepancies after the signing of said tickets. All agreements are contingent upon strikes, accidents, acts of God or delays beyond our control. This proposal is acceptable within 30 days and is void thereafter at the option of the undersigned. In the event, it becomes necessary for **Allied Trucking of Orlando, LLC.** to engage the services of an attorney to collect any sums due under this contract. The customer will pay reasonable attorney's fees and all costs in making such collection.

AUTHORIZED SIGNATURE:

CUSTOMER ACCEPTANCE OF PROPOSAL:

DATE OF ACCEPTANCE ____ / ____ / ____

AUTHORIZED SIGNATURE _____



30 June 2022

Dear Mr. Brian Lippold / Brad Moretti

We appreciate your continued loyalty and support. As you are aware, we are facing challenges due material availability and increased fuel prices.

At this time we have changed the vendor for the fill dirt import to your Stetson University project. The reason being, J Mc Kinnon Pit- Kemcho no longer has fill dirt available. We have gone to the next "best" available option from the original proposal.

Thank you for understanding that a source change means that we can continue to haul quality products and services on a timely basis.

Sincerely,

Allied Trucking of Orlando, LLC

775 S Kirkman Rd #108, Orlando, FL 32811
Phone: (407) 757-0122
www.alliedtk.com

CHANGE ORDER

AIA Document

G710

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☒
FIELD ☐
SUBCONTRACTOR ☐



PROJECT: **Melching Stadium Field**

CHANGE ORDER NUMBER: **0007**

DATE: **9/16/2022**

CONTRACTOR PROJECT #: **22-000689**

CONTRACTOR: **Burke Construction Group, Inc.**

10145 NW 19th Street

Doral, Florida 33172

The Contract is changed as follows:

Increased Costs to materials and freight due to Economic Conditions (Force Majeure) Spreadsheet attached to CO. No Mark-up from Burke Construction.

1	Rootzone Sand -	\$35,296.70
2	Rock - 89 stone and 57 stone	\$6,062.90
3	Import Fill	\$5,794.20

The Parties reserve all legal, contractual rights and defenses, with regard to compensation for delay

Subtotal -----	\$	\$47,153.80
Contractor Fee - 10%	\$	-
Contractor OH - 2.5%	\$	-
GL Insurance 1%	\$	-
Total -----		\$47,153.80

Not valid until signed by the Owner and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was..... \$ -
Net change by previously authorized Change Orders..... \$ -
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was..... \$ -
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) **47,153.80**
(unchanged) by this Change Order in the amount of..... \$ -
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be..... \$ **47,153.80**
The Contract Time will be (increased) (decreased) (unchanged) by 14 Added Calendar Days
The date of Substantial Completion as of the date of this Change Order therefore is
Master Permit Issue Date: 00/00/0000 Contract Base Days: 14 Added Time Above: **14 days impact**

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

Burke Construction Group, Inc.	City of Deland
ARCHITECT	OWNER
CONTRACTOR	Melching Field Improvements
10145 NW 19th Street	Address
Address	Stetson University - Deland FL
Doral FL 33172	
BY	BY
Architect	Authorized Signature
DATE	DATE

Melching Stadium Rootzone and Rock Increases due to Force Majeure

Original Quote		Freight is from Witherspoon Mine near Arcadia			
RZ needed	4,868.51	TONS	18.8	\$	91,527.99
Tax on Materials	91,527.99			\$	5,949.32
freight	4,868.51	TONS	17.5	\$	85,198.93
				\$	182,676.23
					Original Value
REVISED					
RZ needed	4,868.51	TONS	18.8	\$	91,527.99
Tax on Materials	91,527.99			\$	5,949.32
freight	4,868.51	TONS	24.75	\$	120,495.62
				\$	217,972.93
					REVISED Value
				\$	35,296.70
					CO Value
Rock Needed- Original Quote					
89s	294.77	tons	30	\$	8,843.10
57s	651.08	tons	30	\$	19,532.40
Tax on Materials	28,375.50			\$	1,844.41
Freight	945.85	tons	16.29	\$	15,407.90
				\$	45,627.80
					Original Value
REVISED as of July 1st, 2022					
89s	294.77	tons	54.65	\$	16,109.18
57s	651.08	tons	54.65	\$	35,581.52
Tax on Materials	51,690.70			\$	-
Freight	0.00	tons	0	\$	-
				\$	51,690.70
					Taxes included in quote
					Freight included in quote
					REVISED VALUE
				\$	6,062.90
					CO Value
Dirt Needed- Phase 1 Original Quote					
Loads of 18 CY	666.00	CY	12.95	\$	8,624.70
				\$	8,624.70
					Original Value
REVISED as of July 11, 2022					
Loads of 18 CY	666.00	CY	21.65	\$	14,418.90
				\$	14,418.90
					REVISED VALUE
				\$	5,794.20
					CO Value

Requested CO for Melching Stadium - ZERO MU

\$ 47,153.80

Phase 2 Changes are not addressed in this CO

Golf Agronomics Supply & Handling, Inc.
2165 17th Street
Sarasota, Florida 34234
Phone 800-626-1359 Fax 941-955-4690

QUOTATION

TO: Burke Sports Group – Brad Moretti
FROM: Bobby Ellis - Golf Agronomics
DATE: March 22, 2022
RE: Stetson Baseball Field – Rootzone mix pricing

Listed below is pricing for the rootzone material for the baseball field renovation at Stetson University located in Deland, Florida.

90-10 Rootzone Mix*	\$17.30/ton + tax
Freight Mini Wheeler:	\$17.50/ton tax exempt

Quantity Needed: 3,500 tons +/-

Notes:

- Rootzone mix consist of 90% sports field sand blended with 10% of 3/8" Command Compost.
- Material will be sold by the ton utilizing certified DOT scale weight tickets. Conversion is approximately 1.30 tons per cubic yard.
- Material prices do not include sales tax. Freight is tax exempt.
- Material prices are good until May 31, 2022.
- Freight rates are good for 7 days and are based upon current fuel prices and are subject to change per market conditions.
- Any testing cost will be the responsibility of the contractor.

For additional information please contact:

Bobby Ellis, Regional Manager
Golf Agronomics Supply & Handling
407-509-7417
Etsi1960@yahoo.com

Golf Agronomics Supply & Handling, Inc.
2165 17th Street
Sarasota, Florida 34234
Phone 800-626-1359 Fax 941-955-4690

QUOTATION

TO: Burke Sports Group – Brad Moretti
FROM: Bobby Ellis - Golf Agronomics
DATE: July 8, 2022
RE: Stetson Baseball Field – Rootzone mix pricing

Listed below is pricing for the rootzone material for the baseball field renovation at Stetson University located in Deland, Florida.

90-10 Rootzone Mix*	\$18.80/ton + tax
Freight Tractor Trailer:	\$22.85/ton tax exempt
Freight Mini Wheeler:	\$24.75/ton tax exempt

Quantity Needed: 3,500 tons +/-

Notes:

- Rootzone mix consist of 90% sports field sand blended with 10% of 3/8" Command Compost.
- Material will be sold by the ton utilizing certified DOT scale weight tickets. Conversion is approximately 1.30 tons per cubic yard.
- Material prices do not include sales tax. Freight is tax exempt.
- Material prices are good until September 30, 2022.
- Freight rates are good for 7 days and are based upon current fuel prices and are subject to change per market conditions.
- Any testing cost will be the responsibility of the contractor.

For additional information please contact:

Bobby Ellis, Regional Manager
Golf Agronomics Supply & Handling
407-509-7417
Etsi1960@yahoo.com



DEMOLITION HAULING
DUMP TRUCKS
EQUIPMENT RENTAL
FILL CONTRACTORS
LAND CLEARING
TRUCK BROKERAGE

PROPOSAL/CONTRACT

775 South Kirkman Road, Suite 108
Orlando, FL 32811
Ph. (407) 406-0122
Cel. (407) 242-9446
E-mail: rhildreth@alliedtk.com

TO: Burke Sports Group 10145 NW 19th Street Doral, FL 33172 ATT : Brian Lippold Email : blippold@bcginc.net	Phone:866-88-BURKE Fax:(305) 468-6654 Stetson U. Melching stadium 528 FL-15, DeLand, FL 32720, USA
--	---

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Quarry	Material	Description	Rate	
			Amount	Unit
Titan Edgewater	#89 FDOT Limestone	Material & Tax W/ Hauling	\$ 54.65	TN
Titan Edgewater	#57 FDOT Limestone	Material & Tax W/ Hauling	\$ 54.65	TN

NOTE: All rates are based on service upon truck availability and/or loading conditions at the quarry. Upon acceptance of proposal and before placement of order(s), please sign and return to our office via email. Please note that before ordering service for any project, you MUST submit a Notice of Commencement stating all the legal description for that particular project.

Please remember that acceptance of proposal **DOES NOT** represent an order. For placement of orders, you must contact our dispatch department with at least one day notice. Prices are subject to change if rate(s) increases from the quarry (is) and/or if rate(s) change at the dump site(s).

Hauling rates are subject to change depending on current fuel prices.

SPECIAL PROVISIONS: Prices Quoted Are US Tons (Not Metric) /Prices Quoted Do Not Allow Retainage

PAYMENT TO BE MADE AS FOLLOWS: Net 30 Days

All work is done with the understanding that the customer is fully responsible to verify that all labor, materials, quantities, equipment, time and all other work furnished meets the requirements of the job stated above. Upon customer satisfaction, customer and/or authorized persons will acknowledge by signing the delivery tickets for all work/materials furnished. After the signing of the delivery tickets, customer is fully liable for all work stated thereon. There will be no credits issued and no discrepancies after the signing of said tickets. All agreements are contingent upon strikes, accidents, acts of God or delays beyond our control. This proposal is acceptable within 30 days and is void thereafter at the option of the undersigned. In the event, it becomes necessary for **Allied Trucking of Orlando, LLC.** to engage the services of an attorney to collect any sums due under this contract. The customer will pay reasonable attorney's fees and all costs in making such collection.

AUTHORIZED SIGNATURE: _____

CUSTOMER ACCEPTANCE OF PROPOSAL: _____

DATE OF ACCEPTANCE ____ / ____ / ____ AUTHORIZED SIGNATURE _____

Michele Wry

From: Michele Wry
Sent: Monday, July 18, 2022 12:05 PM
To: Michele Wry
Subject: FW: Melching Field Stetson University Deland FL

From: Heath Fincher <Heath.Fincher@martinmarietta.com>
Sent: Wednesday, March 2, 2022 12:13:42 PM
To: Brad Moretti <brad@bcginc.net>
Subject: RE: Melching Field Stetson University Deland FL

[External Email Warning]: This email originated from outside of BCG. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Brad,

Please use the pricing below, for the upcoming project in DeLand, FL:

- TBD tons of #57 Limestone (Martin Marietta – Cape Canaveral) - \$30.00/ton + \$16.29/ton freight = \$46.29/ton, DELIVERED.
- TBD tons of #89 Limestone (Martin Marietta – Cape Canaveral) - \$30.00/ton + \$16.29/ton freight = \$46.29/ton, DELIVERED.

Material pricing is valid till 5/31/2022. Tax is not included. A price escalator of 6% may take place on 7/1/2022. Delivery rates were provided by C&W Global Trucking and are subject to increase every 6 months

Best regards,

Heath Fincher
Sales Representative II | Florida
Martin Marietta

714 W Smith St. Orlando, FL 32804
t. (407) 723-4852 | m. (863) 845-0398
e. Heath.Fincher@martinmarietta.com
www.martinmarietta.com



Customer Sales & Service
Precious Scott
(706) 854-6358 (O)
(706) 821-9079 (M)
Leprecious.scott@martinmarietta.com

From: Brad Moretti <brad@bcginc.net>
Sent: Saturday, February 26, 2022 12:33 PM
To: Heath Fincher <Heath.Fincher@martinmarietta.com>
Subject: Melching Field Stetson Univerity Deland FL

EXTERNAL EMAIL

Heath, good day. 57s and 89s to this Field please... Limestone and Freight

Thanks



Brad Moretti | President

a: 10145 NW 19th Street | Doral, FL, 33172
e: Brad@bcginc.net | w: www.bcginc.net
p: 866-88-BURKE c: 305-487-2297



CONFIDENTIALITY NOTICE: This e-mail message is intended only for the above-mentioned recipient(s). Its content is confidential.

If you have received this e-mail by error, please notify us immediately and delete it without making a copy, nor disclosing its content, nor taking any action based thereon.



DEMOLITION HAULING
DUMP TRUCKS
EQUIPMENT RENTAL
FILL CONTRACTORS
LAND CLEARING
TRUCK BROKERAGE

PROPOSAL/CONTRACT

775 South Kirkman Road, Suite 108

Orlando, FL 32811

Ph. (407) 406-0122

Cel. (407) 242-9446

E-mail: rhildreth@alliedtk.com

TO: Burke Sports Group

10145 NW 19th Street

Doral, FL 33172

ATT : Brian Lippold

Email : blippold@bcginc.net

Phone: 866-88-BURKE

Fax: (305) 468-6654

DATE: 6/2/2022

Stetson U. Melching stadium

528 FL-15,

DeLand, FL 32720, USA

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Quarry	Material	Description	Rate	
			Amount	Unit
Kemcho	Sandy Fill	Material & Tax W/ Hauling	\$ 12.95	CY
Mid Florida	Sandy Fill	Material & Tax W/ Hauling	\$ 21.65	CY
Crush Supply	#57 RCA	Material & Tax W/ Hauling	\$ 45.05	TN
Mid Florida	#57 RCA	Material & Tax W/ Hauling	\$ 51.50	TN
Vulcan Taft	#89	Material & Tax W/ Hauling	\$ 62.50	TN

NOTE: All rates are based on service upon truck availability and/or loading conditions at the quarry. Upon acceptance of proposal and before placement of order(s), please sign and return to our office via email. Please note that before ordering service for any project, you MUST submit a Notice of Commencement stating all the legal description for that particular project.

Please remember that acceptance of proposal **DOES NOT** represent an order. For placement of orders, you must contact our dispatch department with at least one day notice. Prices are subject to change if rate(s) increases from the quarry (is) and/or if rate(s) change at the dump site(s).

Hauling rates are subject to change depending on current fuel prices.

SPECIAL PROVISIONS: Prices Quoted Are US Tons (Not Metric) /Prices Quoted Do Not Allow Retainage

PAYMENT TO BE MADE AS FOLLOWS: Net 30 Days

All work is done with the understanding that the customer is fully responsible to verify that all labor, materials, quantities, equipment, time and all other work furnished meets the requirements of the job stated above. Upon customer satisfaction, customer and/or authorized persons will acknowledge by signing the delivery tickets for all work/materials furnished. After the signing of the delivery tickets, customer is fully liable for all work stated thereon. There will be no credits issued and no discrepancies after the signing of said tickets. All agreements are contingent upon strikes, accidents, acts of God or delays beyond our control. This proposal is acceptable within 30 days and is void thereafter at the option of the undersigned. In the event, it becomes necessary for **Allied Trucking of Orlando, LLC.** to engage the services of an attorney to collect any sums due under this contract. The customer will pay reasonable attorney's fees and all costs in making such collection.

AUTHORIZED SIGNATURE:

CUSTOMER ACCEPTANCE OF PROPOSAL:

DATE OF ACCEPTANCE ____ / ____ / ____

AUTHORIZED SIGNATURE _____



30 June 2022

Dear Mr. Brian Lippold / Brad Moretti

We appreciate your continued loyalty and support. As you are aware, we are facing challenges due material availability and increased fuel prices.

At this time we have changed the vendor for the fill dirt import to your Stetson University project. The reason being, J Mc Kinnon Pit- Kemcho no longer has fill dirt available. We have gone to the next "best" available option from the original proposal.

Thank you for understanding that a source change means that we can continue to haul quality products and services on a timely basis.

Sincerely,

Allied Trucking of Orlando, LLC

775 S Kirkman Rd #108, Orlando, FL 32811
Phone: (407) 757-0122
www.alliedtk.com

CHANGE ORDER

AIA Document G710

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☒
FIELD ☐
SUBCONTRACTOR ☐



PROJECT: **Melching Stadium Field** CHANGE ORDER NUMBER: **0009**
DATE: **9/16/2022**
CONTRACTOR PROJECT #: **22-000689**

CONTRACTOR: **Burke Construction Group, Inc.**
10145 NW 19th Street
Doral, Florida 33172

The Contract is changed as follows:

Burke Construction has been asked to add to our contract the Bimini Sod as grown by Bethel Farms as well as adding the Freight / Delivery of Sod to Melching Field by Bethel Farms. The Sod Installation of Bimini Sod will still be done by Quality Grassing and paid for by City of Deland. City of Deland will handle any and all re-grading, compaction etc. of any damages done during and by the Sod Installation process. Any deviations in grade or planarity is by City of Deland. Any issues with Sod conditions or survivability, weeds, insects or diseases are not borne or assumed by Burke Construction. City of Deland has pre-ordered this Sod and has handled all Pre-Plant Fertilizers, Insect Control, Disease / Fungus Issues are between City of Deland and Bethel Farms and Quality Grassing for Installation Issues. Any City provided Pre-Plant Materials are to be done after Field Acceptance "in writing" from Burke Construction. There will be zero retainage held against this Change Order. This CO will be paid in the September Pay Application. No waiting for Council CO Approvals. Burke Construction assumes zero risk of Sod Warranties. None are implied or given. Any Irrigation Head or Swingjoint damages done by the Sod Installation process or the Re-grading process will be repaired at an additional charge and will be determined upon inspection.

1	Bethel Farms Bimini Sod- based upon 94,000 SF. Includes Tax	\$25,027.50
2	Bethel Farms Bimini Sod delivery- based upon 94,000 SF	\$7,350.00
3	Bethel Farms Deposits of Baskets and Sod Rolls- This amount will be refunded after all supplies are returned to Bethel Farms minus any additional freight	\$9,000.00
4	Quality Grassing Sod Installation Services by others.	
5	Burke Construction Supervision of Irrigation and Sodding Procedures- using sub-contractor Ellis Turf Services	\$5,000.00
6	Any adjustments to quantities delivery +/- 94,000 will be credited or charged accordingly -	TBD

The Parties reserve all legal, contractual rights and defenses, with regard to compensation for delay

Subtotal -----	\$46,377.50
Contractor Fee - 10%	\$ 4,637.75
Contractor OH - 2.5%	\$ 1,159.44
GL Insurance 1%	\$ 463.78
Bonding @ 1.5%	\$ 695.66
CREDIT - CONTRACTOR MARKUP AS AGREED	\$ (1,000.00)
Total -----	\$52,334.13

Not valid until signed by the Owner and Contractor

The original (Contract Sum) (Guaranteed Maximum Price) was.....	\$	-
Net change by previously authorized Change Orders.....	\$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$	-
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	52,334.13
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$	52,334.13
The Contract Time will be (increased) (decreased) (unchanged) by		14 Added Calendar Days
The date of Substantial Completion as of the date of this Change Order therefore is		
Master Permit Issue Date: 00/00/0000 Contract Base Days: 14 Added Time Above:		14 days impact

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

	Burke Construction Group, Inc.	City of Deland
ARCHITECT	CONTRACTOR	OWNER
	10145 NW 19th Street	Melching Field Improvements
Address	Address	Address
	Doral FL 33172	Stetson University - Deland FL
BY	BY	BY
Architect	Authorized Signature	Authorized Signature
DATE	DATE	DATE

Michele Wry

From: Michele Wry
Sent: Friday, September 16, 2022 3:42 PM
To: Michele Wry
Subject: FW: City of Deland - Bethel Farms quote 09.16.22

From: Rick Hall <Hallr@deland.org>
Sent: Friday, September 16, 2022 2:59 PM
To: Brad Moretti <brad@bcginc.net>
Subject: FW: City of Deland

[External Email Warning]: This email originated from outside of BCG. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rick Hall
Director of Parks & Recreation
City Of DeLand
Office - 386-626-7285
Cell - 386-216-1772
fax - 386-740-6862
hallr@deland.org

From: Sam Greenwood <sgreenwood@bethelfarms.com>
Sent: Friday, September 16, 2022 2:36 PM
To: Rick Hall <Hallr@deland.org>
Subject: Re: City of Deland

Dear Rick, this is what we will be getting from our Ft Pierce Farm, 94,000 sq ft of Bimini Bermuda in Big Rolls delivered to Deland @ Melching Field, Rick Hall, Director of Parks and Recreation
City of Deland
386-216-1772hallr@deland.org

Price for Bimini is \$.25 sq ft.

94,000 sq ft x .25 = \$ 23,500 @ 6.5 % = \$ 1527.50 = \$25,027.50.

6800 sq ft per load x 14 @\$ 525.00 per load = \$ 7350.00 refundable tube deposit of \$ 22.00 and basket deposit of \$ 25.00

Sam Greenwood
Golf And Sports Turf Specialist



Bethel Farms
8780 NW Bethel Farms Road
Arcadia, FL 34266
t: (863)-990-8306
e: sgreenwood@bethelfarms.com

On Sep 16, 2022, at 8:50 AM, Sam Greenwood <sgreenwood@bethelfarms.com> wrote:

Dear Rick, this is what we will be getting from our Ft Pierce Farm,

80,000 sq ft of Bimini Bermuda in Big Rolls delivered to Deland @ Melching Field

Rick Hall Director of Parks and Recreation

City of Deland

386-216-1772 hallr@deland.org

Price for Bimini is \$.25 sq ft.

80,000 sq ft x .25 = \$ 20,000 @ 6.5 %= \$ 1300.00 = \$ 21,300

6800 sq ft per load x 12@ \$ 525.00 per load = \$ 6300.00 refundable tube deposit of \$ 22.00 and basket deposit of \$ 25.00

Sam Greenwood

Golf And Sports Turf Specialist



Bethel Farms

8780 NW Bethel Farms Road

Arcadia, FL 34266

t: (863)-990-8306

e: sgreenwood@bethelfar

DISCLAIMER: The information contained in this electronic message is legally privileged and confidential and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient you are hereby notified that any dissemination of this e-mail or any of its attachments or components may constitute a violation of Florida Statute 119. If you have received this e-mail in error, immediately destroy the document, and please contact the sender. Please note that Florida has a broad public records law, and that all correspondence with us via email may be subject to disclosure.

Verification: This message sent from Hallr@deland.org

CHANGE ORDER

AIA Document

G710

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☒
FIELD ☐
SUBCONTRACTOR ☐



PROJECT: **Melching Stadium Field**

CHANGE ORDER NUMBER: **00010**

DATE: **9.17.22**

CONTRACTOR PROJECT #: **22-000689**

CONTRACTOR: **Burke Construction Group, Inc.**

10145 NW 19th Street

Doral, Florida 33172

The Contract is changed as follows:

DEDUCTIVE Change Order to reflect the revision to the Contract regarding Conduit. Plans changed and this scope was removed from our contract, awarded to another vendor and the previously purchased conduit was appropriated by the 2nd vendor. The Value of the Conduit Appropriated is shown and charged to City of Deland, the scope of equipment and labor is being deducted.

1	Original Scope	\$19,500.00
2	Conduit Materials to be charged to City of Deland	\$10,764.88
3	Labor and Equipment for Conduit Installation to be deducted	(\$8,735.12)

The Parties reserve all legal, contractual rights and defenses, with regard to compensation for delay

Subtotal	-----		(\$8,735.12)
Contractor Fee - 10%		\$	-
Contractor OH - 2.5%		\$	-
GL Insurance 1%		\$	-
Total	-----		(\$8,735.12)

Not valid until signed by the Owner and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was..... \$ -
Net change by previously authorized Change Orders..... \$ -
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was..... \$ -
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (8,735.12)
(unchanged) by this Change Order in the amount of..... \$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be..... \$ (8,735.12)
The Contract Time will be (increased) (decreased) (unchanged) by
The date of Substantial Completion as of the date of this Change Order therefore is
Master Permit Issue Date: 00/00/0000 Contract Base Days: Added Time Above:

Reservations: This proposal is based solely on the usual cost elements such as labor material and normal markups, and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, lost productivity, extended or unabsorbed overhead, overtime, acceleration and or impact costs, unless specifically stated. The right is expressly reserved to amend and make claim for any and all of these related items prior to final settlement of this contract.

Burke Construction Group, Inc.	City of Deland
ARCHITECT	CONTRACTOR
	10145 NW 19th Street
Address	Address
	Doral FL 33172
	Stetson University - Deland FL
BY	BY
Architect	Authorized Signature
DATE	DATE

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Consideration re Change Order No. 1, Melching Field Stadium Improvements - Wharton Smith Contract.

DEPARTMENT: Public Service

PREPARED BY: Whitney Zittle, Project Cord.

ATTACHMENTS: Change Order 1 --WS, CP-1-Site Electrical Draft Copy, CP-2-Aisle Way Gates-Final, CP-3-Directional Bore for Duke, CP-5-Conc&Masonry-Permit Set-Rev

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

At their June 6, 2022 meeting, the Commission awarded a contract to Wharton-Smith for Melching Field Stadium Improvements, Design--Build- in the amount of \$2,376,680.00.

At the onset of construction there were unanticipated construction issues that were encountered that are required to be addressed in order for the overall construction to be delivered successfully and with the quality that is required for this environment. There are multiple components of this change order that will be listed below along with a brief description of the required changes. The detailed description and support are attached as well.

Change Order #1 Submittals

Submittal 1 – Conduit Installation– This change order proposal is the subject of a separate change order on this agenda. This item was removed from the field turf contract and moved to the Wharton Smith contract to provide efficiency within each separate contract. The costs are included in a breakdown attached to this Commission request. (Submittal #1 Cost: \$ 151,953.95)

Submittal 2 – Additional Aisle-Way Gates – The original design was modified and this proposal allows for two additional sliding gates at the access to VIP seating area. A break down of this proposal is attached to this request for Commission action. (Submittal #2 Cost: \$ 14,240.62)

Submittal 3-Directional Drill for transformer set for new scoreboard and future player development center- This proposal includes the use of Ground Penetrating Radar (GPR) to locate existing utilities and the materials and labor to install a 3” conduit across Hubbard Avenue to support the new score board and future player development center. The itemized costs and breakdown are attached to this request for Commission action. (Submittal 3 Cost: \$3,656.80)

Submittal 5-Modifications to VIP Seating Area and ADA accommodations- This change order proposal includes a credit for removal of curbing at the back stop area in addition to necessary modifications to permit proper ADA access to the VIP areas. This change order allows for the extension of the knee wall of the VIP seating areas for the protection of the stadium support staff. (Submittal 5 cost: \$23,081.91)

Total Change order Costs: Increase in contract cost of \$192,933.28

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving “Sense of Community”, High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Funding for these change orders is available from the current total budget for the Melching Field Project. However, to complete all elements anticipated for this project, a future budget amendment will be required.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order # 1, in the amount of \$192,933.28 for the Melching Field Stadium Improvements Contract.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 1

Date: October 3, 2022

Project: Melching Field Stadium Improvements

Contractor: Wharton-Smith, Inc
750 Monroe Road,
Sanford, FL, 32771

Description: Structural Improvements to VIP Seating area, Conduit Installation,
Additional Aisle-Way Gates and Directional Drill for electrical conduit

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$2,376,680.00

This Change Order No. 1\$192,933.28

Adjusted Contract Cost\$2,569,613.28

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.

Chad A. Gamble
Public Services Director

Date

CONTRACTOR ACCEPTANCE:

DBE Utility Services

President

Date

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date



City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	CP-1-Site Electrical Changes as narated in the attached proposal provided by Calkins						
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	MUSCO Lighting Raceway and Wire	LS	1	\$ -	\$ -	calkins
16	2	Irrigation Power and Control Wiring	LS	1	\$ -	\$ -	calkins
17	3	Existing Scoreboard Power	LS	1	\$ -	\$ -	calkins
18	4	ESPN communication raceway	LS	1	\$ -	\$ -	calkins
19	5	Remove comm to homeplate and pitchers mound	LS	1	\$ -	\$ -	calkins
20	6	Lum Sum total	LS	1	\$ 145,438.31	\$ 145,438.31	calkins
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43							
44	SUB-TOTAL COSTS					\$ 145,438.31	
45	WSI Fee & Bond-5.65%					\$ 6,515.64	
46					\$	151,953.95	8/16/2022
47							

Project Name: Melching Field At Conrad Park
 Project #: 22-0712
 Estimate Name: Melching Field Stadium Infield
 Estimate #: 22-0088

08/16/2022 10:23 AM

1/3

Managing Branch:
 Calkins Electric
 530 S Woodland Blvd.,
 DeLand, Florida 32720
 Tel #: 386-804-2795
 Fax #:

Scope of Work

Proposal

Bid Date:
 Estimated By: Billy Hollenback

Calkins Electric proposes to furnish all labor and material necessary to provide the electrical installation for the Melching Field Stadium Infield located in DeLand, FL in accordance with the 2017 National Electrical Code for work indicated on the Bid Documents, the following Scope of Work, and design narrative dated 02/25/2022 E100

Item #	Description of Work	Included	Excluded	Remarks
1	Furnish Building/Site Electrical Switchgear		X	
2	Install Building/Site Electrical Switchgear		X	
3	Furnish Building/Site Light Fixtures		X	
4	Install Building/Site Light Fixtures		X	
5	Dimming & Lighting Control System		X	
6	Low Voltage Systems - Conduit Stub-up/Sleeves	X		
7	Fire Alarm System Per Plans (Free Wired Cabling Included)		X	
8	Area of Rescue System (2-way Communicator System)		X	
9	Radio Enhancement System (BDA System)		X	
10	Voice/Data Empty Stub-up Rough-in System Only	X		
11	Voice/Data System Per Plans & Specs		X	
12	CATV Empty Stub-up Rough-in System Only	X		
13	CATV System Per Plans & Specs		X	
14	CCTV System Per Plans & Specs		X	
15	Duress System Per Plans & Specs		X	
16	Acess Control System Per Plans & Specs		X	
17	Furnish Emergency Generator System		X	
18	HVAC Empty Stub-up/Raceway Conduit System		X	
19	HVAC Control Wiring Per Plans & Specs		X	
20	Fire Proofing Of Electrical Penetrations		X	
21	All Concrete Work: Pads,Bollards, Encasement, Duct Banks		X	
22	Cutting, Patching, Boring, X-Ray, And/Or Core Drilling		X	
23	Demolition		X	
24	Site Surveying of light pole bases, pull boxes, etc		X	
25	Electrical Garbage & Debris Removal	X		To on-site GC provided location

Project Name: Melching Field At Conrad Park
 Project #: 22-0712
 Estimate Name: Melching Field Stadium Infield
 Estimate #: 22-0088

08/16/2022 10:23 AM

2/3

26	Disposal Of Hazardous Wastes		X	
27	As-Built Drawings - (1) Red Line Set	X		
28	Payment & Performance Bond		X	
29	Engineering Fees		X	
30	CAD File Expense		X	
31	Utility Company Fees		X	
32	Electrical Permit Fees	X		Allowance of \$1,250.00
33	Single Phase 120-208V Temporary		X	
34	(1) 200A UG Temp Service Located Within 50 LF Of Power Company Connection Point		X	
35	(1) 60amp UG Temp Service For General Contractor's Trailer		X	
36	Cost of Electrical Power Consumption		X	
37	Temporary Generator Rental & Fuel Charges		X	
38	Temporary Power For Other Trades Storage Units / Offices		X	
39	Special Task Temporary Lighting For Individual Trades		X	
40	Temporary Security Lighting		X	
41	Temporary Elevator Power Connection		X	
42	Plywood Backboards		X	
43	Painting Of Electrical Materials		X	
44	B.I.M. Coordinations		X	
45	Background Checks		X	

Standard Terms & Conditions

PROJECT: Melching Field Stadium Infield

We will supply and install all materials, labor and equipment as per drawing specifications for the total amount of **\$145,438.31**

General Conditions

- Not responsible for any discrepancies between other trade drawings that require electrical service, items, etc. That were not incorporated into the electrical (E drawings), by the owner, and/or, selected electrical engineer. Additional cost to the owner may apply.
- Calkins Electric guarantees its work to be free from defects for a period of one year from occupancy by the owner, or completion, whichever comes first. This warranty excludes reused products, lamps, items furnished by others, unauthorized service or negligent care and developer warranty obligation.
- All feeder conductors are estimated in Copper.
- Calkins Electric is not responsible for poor soil conditions.
- Calkins Electric Company requires the following to be provided:
 - On-site employee parking and an area for our storage and office trailer(s).
 - On-site dumpster and dumping services.
 - Toilet facilities.
 - Two (2) sets of construction documents and live CAD drawing files.
- The Electrical scope of work will be performed during normal working hours. Our price excludes overtime, multiple shifts, weekend or holiday work. Any delays in the project will require additional pricing. Calkins Electric shall not be held liable for errors or omissions by others from the contract documents.

Project Name: Melching Field At Conrad Park
Project #: 22-0712
Estimate Name: Melching Field Stadium Infield
Estimate #: 22-0088

08/16/2022 10:23 AM

3/3

7. Upon/after contract award from the general contractor to Calkins Electric, if project is delayed for any reason(s) from its original schedule, beyond Calkins Electric's control, Calkins Electric reserves the right to revise the contract amount due to any unexpected material price increases that would have been avoided if project would have been on schedule as acknowledged prior to bid & proposed. The additional cost will be presented in a form of a change order to the owner/general contractor.
8. Transportation of owner's salvaged equipment to an off-site location is excluded.
9. Items which may require additional pricing:
 - a. Scope of work changes.
 - b. Changes to the construction schedule.
 - c. Changes to the Contract Documents.
 - d. Sole source of materials or products.
10. Subcontract Agreement based on AIA Document A101 or other mutually agreed upon document. Other documents may require further negotiations if Calkins Electric Company is required to start work before a subcontract is executed, an "Immediate Start Work Agreement" must be executed between Contractor and Calkins Electric.
11. Calkins Electric's bid proposal is based on the current material pricing from our vendors and subcontractors and is effective for (10) days from .
The Calkins Electric bid proposal price will be adjusted to meet the updated pricing from our vendors and subcontractors of the date of our proposal or contract being executed.
12. This proposal is based on current material costs without margin for fluctuations in the price of copper, steel, aluminum, plastics, fuel, and other construction commodities. The current market for these materials is considered volatile and unexpected price increases could occur. In the event that the price of these commodities significantly increases through no fault of Calkins Electric, the price of any material, components or goods furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover such increases.
13. All applicable taxes are included in our submission.
14. Calkins Electric shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
15. Equipment and materials supplied by Calkins Electric are warranted only to the extent that the same are warranted by the manufacturer.
16. Calkins Electric shall not be liable for indirect loss or damage.
17. Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
18. If a formal contract is required, its conditions must not deviate from this proposal without Calkins Electric's written permission.
19. Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.

Respectfully

Accepted By

Your Company Name

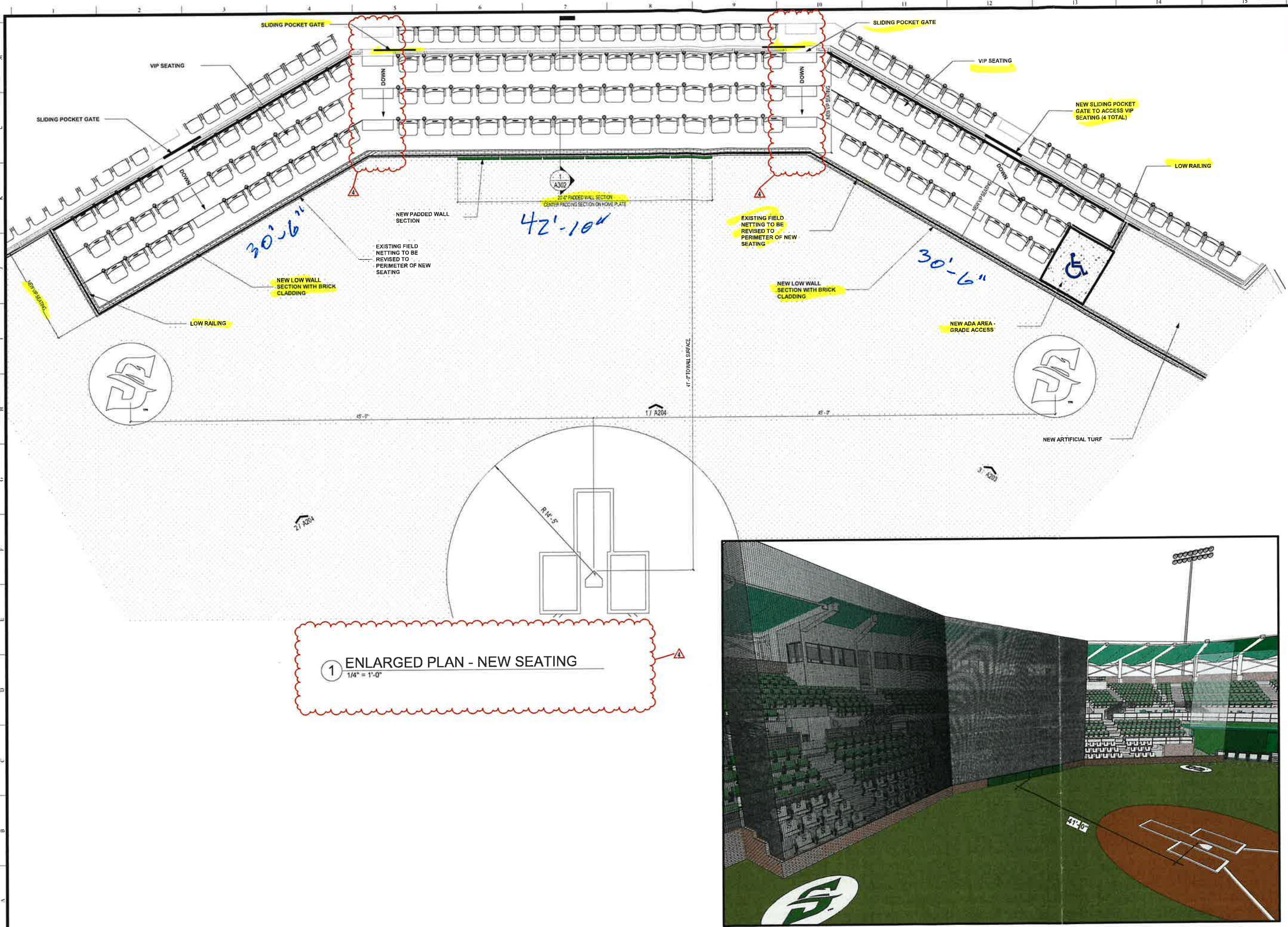
General Contractor



City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 2-as noted on the revised CPH plan A401 issued on 7/19/2022, the scope of work changed as follows. Add 2 each openings and slide gates at the new aisle way access points to the VIP seating.						
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Demolition of wall	LS	1	\$ 3,050.00	\$ 3,050.00	Creative
16	2	Sliding Gate	LS	1	\$ 10,580.00	\$ 10,580.00	Sun Belt
17	3		LS	0	\$ -	\$ -	
18	4		LS		\$ -	\$ -	
19	5		LS		\$ -	\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43							
44	SUB-TOTAL COSTS					\$ 13,630.00	
45	WSI Fee & Bond-5.65%					\$ 610.62	
46					\$	14,240.62	8/16/2022
47							





www.cphcorp.com
**A Full Service
A & E Firm**
500 West Fulton St
Sanford, FL 32771
Ph: 407.322.6841

Plans Prepared By:
CPH, Inc.
State of Florida License:
Architect No. AA2690926
Engineer No. 3215
Landscape No. LC0000298
Surveyor No. 7143



No.	DATE	REVISION	REVISION
1	08-15-2022	REVISED VIP SEATING	

Designed:	Designer
Drawn:	Author
Checked:	Checker
Job No.:	D0935
03/10/2022	© 2022

ENLARGED FLOOR PLANS - NEW SEATING

DESIGN CRITERIA PACKAGE - MELCHING FIELD

FOR CONSTRUCTION

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS. SEE GENERAL NOTES FOR MASTER LEGEND.

Sheet No.
A401

555 S Woodland Blvd.
Deland, Florida 32720



City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 3-Directional Bore a 3" primary conduit across Hubbard Avenue for the Duke Energy Primary Service. This work is pending receipt of design to be provided by Duke Energy.						
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Directional bore for 3" PVC	LS	1	\$ 2,900.00	\$ 2,900.00	Wiring Tech
16	2	Locate Existing Utilities-Ground Penetrating Radar	LS	1	\$ 600.00	\$ 600.00	Wiring Tech
17	3					\$ -	
18	4					\$ -	
19	5					\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43	SUB-TOTAL COSTS					\$ 3,500.00	
44	WSI Fee & Bond-5.65%					\$ 156.80	
45							
46							
47						\$ 3,656.80	9/16/2022

Ray Bowen

From: Brad Tressler <btressler@wiringtech.com>
Sent: Monday, August 29, 2022 11:46 AM
To: Ray Bowen
Subject: RE: 22-097--MELCHING Stadium-Directional Bore

Ray, the bore will be 2900.00 for 1 3 inch and 600.00 for ground penetrating radar.

3500.00 total. I'm having issues with my computer, I will get an actual quote sent asap. Thanks

Sent from my T-Mobile 4G LTE Device

----- Original message -----

From: Ray Bowen <rbowen@whartonsmith.com>
Date: 8/25/22 2:15 PM (GMT-05:00)
To: Brad Tressler <btressler@wiringtech.com>
Subject: 22-097--MELCHING Stadium-Directional Bore

Brad,
Attached is the over view of the crossing for the 3" conduit.
Please take a look and provide a proposal if you can help us out.
Thanks,

Ray Bowen | Senior Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

750 Monroe Road, Sanford, FL 32771
Office: (407) 321-8410 | Cell: (407) 314-1422

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!



City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 5-The following concrete and masonry scope of work was addressed at the Permit set phase. The design for the curb at the batting cage is pending and excluded. The credit for the removal of the brick at the backstop is included, intent to to fully pad this area.						
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Demo, Concrete and Masonry	LS	1	\$ 37,278.00	\$ 37,278.00	Leo's
16	2	Credit to remove brick at Back Stop	LS	1	\$ (15,619.00)	\$ (15,619.00)	Leo's
17	3	Payment and performance Bond	LS	1	\$ 433.18	\$ 433.18	Leo's
18	4		LS			\$ -	
19	5		LS			\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43	SUB-TOTAL COSTS					\$ 22,092.18	
44	WSI Fee & Bond-5.65%					\$ 989.73	
45							
46							
47						\$ 23,081.91	9/16/2022



PROJECT: Melching Permit Set Pricing

Pricing for Div 03 Concrete and 04 Masonry Changes

Date: Thursday, September 15, 2022

Project: **MELCHING FIELD**
555 South Woodland Blvd. DeLand, Florida 32720

From: Leo's Concrete Specialties, Inc.
Jose De La Torre 407-718-4089
jose@leos-concrete.com
521 Thor Avenue NE, Palm Bay, FL 32909

Client: Ray Bowen | Senior Project Manager
Wharton-Smith, Inc.
750 Monroe Road, Sanford, FL 32771
Office: (407) 321-8410 | Cell: (407) 314-1422

The following is the requested pricing for changes and/or added scope based on the new permit set of drawings.

Scope change/Add:

1 FOUNDATIONS

- New End of VIP seating wall foundation 24"x12"x9'10" detail 05/A2.51
- New CMU wall Foundations 24"x12"x5' detail 1A2.61
- New CMU Wall Foundations 60"x14"x13' detail 1A2.61

2 SLABS

- New 6" walkway slab 177 SF from VIP seating to building Corridor. (6" thick with #5@12" oc EW, 10mil Vapor Barrier, pumped)

3 CMU WALLS

- 2 new CMU walls detail 1A2.61. Grout downcells with Pump at 24" oc.
- At demo'ed CMU wall new Opening detail 2A2.61 fill empty cells solid and Patch smooth.
- Added precast lintel 8"x16" 3A2.61. Shore where needed to install precast.

4 CAST IN PLACE

- End walls 9'10" long 8" thick fully patched. #5 at 12" oc EW both sides.
- New Dome shape concrete Kneewall Cap 136 LF. 4 guys 1/2 day to mold and smooth. Patch sub to do final pass patching with wonderfixx and hand sanding to a class A finish.

5 DEMO

- Demo CMU Wall 02 AD.01
- Demo concrete curb, slab, ramp per detail 02 AD.01

521 Thor Ave. Palm Bay, FL 32909
Ph: (321) 951-7638 Fax: (321) 728-1053



Pricing:

Foundations	4 YDS	\$5,905
Slab on Grade	177 SF	\$7,602
Cast in place 8" end wall and dome cap	2 YDS	\$5,651
CMU	196 Blk	\$10,839
Demolition	3 days	\$7,281
TOTAL PRICE		\$37,278

Adds:

Add: Payment and Proformance Bond 2.00%

SCOPE OF WORK INCLUDED IN OUR BASE BID PRICE

General

Included:

- Washout pit

Excluded:

- Removing of Spoils by other, we will stage spoils onsite.
- Supply of trench drain, grating, and frames.

Foundations

Included:

- Backfill and compaction for Leo's scope only.
- Install all foundation reinforcing. Reinforcing will be installed on concrete brick, steel chairs and standees.
- Foundation concrete 3000 PSI per plan.
- All foundation spoils to remain on site, no hauling off site included, we will stock pile onsite.

Excluded:

- No Pumping of ground water, we will remedy only rainwater only.
- Excludes installation of gravel subgrades for foundation work due to wet conditions or high Groundwater.

Walk Way Slab on Grade

Included:

- Vapor barrier 10 mil
- 5" slab on grade thickness
- Slab reinforcement #5@12"OC
- 3000 PSI slab concrete
- Includes: Pumping of Slab if needed or by buggy
- Install Spray Applied Membrane Forming curing compound/bond-breaker by Nox-crete.

Excluded:

- Any below slab substrate material required. IE capillary break material, crushed stone, gravel, sand.

CMU**Included:**

- Price includes turnkey service per plan.
- Regular weight block 8" in our pricing.

Cast in Place**Included:**

cast in place wall at VIP end. 8" with #5 @12" oc each face. Full patched.

Demo**Included:**

- Shoring of CMU opening by 4x4 lumber post as needed.
- All demo as shown on page 02 AD.01

Excluded:

- Dumpster for demo'ed material rubble.



PROJECT: Melching Field Stadium (VIP seating only)

Date: Wednesday, August 17, 2022

Project: **PROJECT: Melching Field Stadium (VIP seating only)**
555 S. Woodland Blvd., DeLand, FL 32724

From: Leo's Concrete Specialties, Inc.
Jose De La Torre 407-718-4089
jose@leos-concrete.com
521 Thor Avenue NE, Palm Bay, FL 32909

Client: Wharton-Smith Inc
comest@whartonsmith.com
407-321-8410
750 Monroe Road, Sanford, FL 32771,

Scope Deleted/Credited:
Delete Brick at VIP Knee wall

The following is the requested pricing to delete brick from the VIP knee wall. This is for price consideration only and is not a change order request.

Pricing:

Brick	4,004 Brick	\$15,619
TOTAL		\$15,619

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Consideration re Collective Bargaining Agreement (CBA) with the IAFF Local 4347 Fire Union for FY 2022-2023 and FY 2023-2024.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: DeLand CBA for FD Union Ratification(45268489.1)v2, Fire CBA pay raise August 29 2022 V3 FINAL, fd email

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

Staff held several meetings with the representatives from IAFF Local 437 (Fire Union) to conduct negotiations for a CBA for FY 2022-2024. The following agreement is presented.

This is a two-year agreement. For FY 2022-2023, it includes a merit of 2-3% based on annual evaluations for all bargaining unit employees. A union requested compression adjustment for bargaining unit members in the ranks of Fire Fighter, Engineer and Lieutenant. (See Exhibit 1). For the second year, FY 2023-2024, a merit increase as provided through the budget process and the same rate for the general employee work force for FY 2023-2024.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The fiscal impact of the CBA is included in the Final FY 2022/2023 Budget approved by the City Commission at the September 19th meeting.

RECOMMENDATION:

Staff recommends approval of the attached agreement with the IAFF Local 4347 for FY 2022-2023 and FY 2023-2024.

BACKGROUND/DISCUSSION:

FY 2022-2023 and FY 2023-2024 additional highlights:

- FY 2022-2023 a Paramedic (PM) stipend for employees who have successfully completed the State of Florida PM certification along with the Volusia County Medical Director's approval of \$7,000.00 per

year gross and in FY 2023-2024 the PM stipends move to \$8,000.00 a year gross. This PM stipend is the industry norm for the Volusia County geographic area.

- Addition of 4 more employees to the City's FD Honor Guard who get a stipend of \$30.00 per pay period.
- Holiday Pay language has been added for clarity.
- FY 2023-2024, the entry level wage for Fire fighters will move to \$15.00 an hour for new hire personnel. Merit increases for that year will be conducted through the budget process and will be the same as the general employee work force.

DELAND PROFESSIONAL FIREFIGHTERS
LOCAL 4347

AND

CITY OF DELAND

COLLECTIVE BARGAINING AGREEMENT
(NON-SUPERVISORY AND SUPERVISORY UNITS)

Fiscal Year 2022-23 & 2023-24
(October 1, 2022 – September 30, 2024)

TABLE OF CONTENTS

PAGE	ARTICLE	HEADING
1	1	PREAMBLE
2	2	RECOGNITION
3	3	SEVERABILITY
4	4	DUES DEDUCTION
5	5	BULLETIN BOARD
6	6	WORK STOPPAGES
7	7	EMPLOYER DISCIPLINARY PROCEDURES
8	8	SENIORITY AND LAYOFFS
9	9	MANAGEMENT RIGHTS
12	10	GRIEVANCE AND ARBITRATION PROCEDURE
16	11	RULES AND REGULATIONS
17	12	UNION BUSINESS
18	13	BENEFITS AND LEAVE
20	14	TRANSFERS AND REASSIGNMENTS
21	15	PENSION
22	16	PROMOTIONS
23	17	WORK PERIOD AND OVERTIME
24	18	NO SMOKING POLICY
25	19	ALCOHOL AND DRUG TESTING
26	20	VACATIONS AND LEAVES OF ABSENCES
27	21	WAGES AND COMPENSATION
29	22	TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION
30	23	WELLNESS SCANS AND PHYSICAL ASSESSMENT TESTING
32	24	OFF DUTY INJURIES & MEDICAL CONDITIONS
33	25	ENTIRE AGREEMENT/DURATION
34		SIGNATURE PAGE
35	APPX. A	STRUCTURAL FIRE FIGHTER AGILITY TEST

ARTICLE 1
PREAMBLE

1.1 This Agreement is entered into by and between the City of DeLand, hereafter referred to as the “City,” and the DeLand Professional Firefighters, Local 4347, hereafter referred to as the “Union.”

ARTICLE 2

RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification Nos. 1532 and 1545. All other persons not specifically included by the aforementioned certifications shall be excluded from the bargaining units and shall not be covered by the terms of this Agreement. The bargaining units covered hereunder shall be as follows:

INCLUDED: All regular, full-time City of DeLand employees in the classifications of Firefighter, Firefighter/EMT, and Engineer/EMT.

EXCLUDED: All other City of DeLand employees.

and

INCLUDED: All regular, full-time City of DeLand employees in the classification of Fire Lieutenant.

EXCLUDED: All other City of DeLand employees.

2.2 The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any bargaining with the City's elected officials. However, the public employees are allowed to provide information to the legislative body about the bargaining unit's goals and objectives for the negotiation process as well as its progress. After an impasse has been declared, the bargaining representative can no longer have any communication with the legislative body.

ARTICLE 3
SEVERABILITY

3.1 If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 4
DUES DEDUCTION

4.1 Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union, by electronic funds transfer (EFT), within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or a liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply with the provisions of this Article.

4.2 It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

4.3 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union prior to ceasing the member's dues deductions.

ARTICLE 5
BULLETIN BOARDS

5.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by thirty-six (36) inches) at a mutually agreeable location in the Fire Stations, and space for a lockable filing cabinet supplied by the Union at Station 81.

5.2 The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

5.3 All materials placed upon the bulletin board by the Union will be initialed by the Union President or his designee. The Fire Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

5.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE 6
WORK STOPPAGES

6.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

6.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

6.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

6.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. Should there be any alleged violation of this Article, the Union shall promptly take appropriate action to remedy the situation.

ARTICLE 7
EMPLOYEE DISCIPLINARY PROCEDURES

7.1 The City may discipline employees for cause in accordance with applicable City and Departmental Rules and Regulations. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary actions. The City's grievance procedure shall not apply (or be available) to bargaining unit employees hereunder.

7.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

7.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. In the event a Union representative is not available at the scheduled meeting time, an employee may be granted up to an additional 48 hours of time to arrange for a Union representative. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Firefighters Bill of Rights.

7.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations. In any meeting to respond to such allegations, the employee, if he/she requests, shall be allowed representation. Suspensions may be implemented in increments and multiples of 8, 12, or 24 hours in the discretion of the Department.

7.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

7.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

7.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period. As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice.

7.8 Written reprimands or verbal counselings, which are over three (3) years old, shall not be used as a basis to raise progressively the level of discipline for an offense by an employee but may be referred to for any other purpose, such as to show knowledge of rules or prior issues. All written reprimands or verbal counselings shall remain in the official records.

ARTICLE 8
SENIORITY AND LAYOFFS

8.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment.

8.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Fire Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

8.3 Seniority shall be terminated upon separation from the City. Employees with the same employment date or promotional date shall be assigned their seniority date in order of their ranking on the eligibility or promotional list, whichever is applicable.

8.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status, or in unpaid status as required by law.

8.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the City's Rules and Regulations.

8.6 Bargaining unit employees shall be subject to recall in accordance with the City's Rules and Regulations.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

9.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Fire Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Fire Department;
- C. Set minimum performance standards for service to be offered to the public, including physical performance standards, and set procedures and standards to evaluate employees' performance;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;
- E. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of fire/rescue services, and to formulate and/or amend job descriptions consistent therewith;
- G. Transfer, assign, schedule employees in positions within the organizational structure of the Fire Department, and, in the case of light duty, anywhere within the organizational structure of the Fire Department unless mutually agreed upon;
- H. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project; crease, expand, reduce, alter, combine, assign, or cease any job;
- I. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;

- J. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical;
- K. Lay off and/or relieve employees from duty due to lack of work or lack of funding or any other reason, and to recall employees in accordance with this Agreement;
- L. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- M. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- N. Contract and/or subcontract any existing or future work;
- O. Assign overtime work to employees;
- P. Fire, demote, suspend or otherwise discipline employees in accordance with this Agreement;
- Q. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- R. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- S. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency-situations;
- T. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

9.3 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

9.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions. Likewise, should the Union fail to object to a change or a possible change, this will not be deemed a waiver of the Union's right to object to a subsequent change or possible change.

9.5 If, in the sole discretion of the City Mayor-Commissioner, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

9.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

9.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining.

9.8 The City shall defend and hold harmless, in accordance with applicable law, employees sued as a result of their good faith attempts to comply with City and Department operational policies.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

10.2 A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration, unless the Union’s refusal to advance the grievance to arbitration is because the employee is not a dues paying Union member. In either case, the procedure to be followed will be the same. Grievances regarding discipline of written reprimands or below cannot be advanced to arbitration. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Fire Chief or his designee at Step 2, within the time period prescribed in Step 1.

10.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee’s Deputy Chief or his designee within ten (10) calendar days of when the grieving party knew or should have known of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief or his designee shall, within twenty (20) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Deputy Chief or his designee shall then be taken up with the Fire Chief or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Fire Chief or his designee within ten (10) calendar days after the Deputy Chief’s response in Step 1 above or the due date for response, whichever comes first. The Fire Chief and/or his designee shall meet with the grievant (whether it be an individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within twenty (20) calendar days after such meeting, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the Fire Chief's Response in Step 2 above or the due date for response, whichever comes first. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Fire Chief, and the Human Resources Director) within twenty (20) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

10.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within twenty (20) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

10.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

10.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

10.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

10.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

10.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

10.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

10.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter until such time as an arbitrator deems the grievance not to be time-barred. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

10.12 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure. In matters involving a formal grievance, the Union shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

10.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his/her own. Such fees and/or costs shall be borne by the individual.

10.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

10.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any performance review or disciplinary action, including termination, of probationary employees.

ARTICLE 11
RULES AND REGULATIONS

11.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto, except as superseded or modified herein.

11.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Fire Department) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

11.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

11.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the employee has actual knowledge or the passage of at least six (6) calendar days after dissemination to the employees, whichever is earlier. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE 12
UNION BUSINESS

12.1 The City shall recognize three (3) Union representatives (or any substitutes designated in writing) to represent bargaining unit employees. A written list of the Union representatives shall be furnished to the Human Resources Director and the Fire Chief prior to the effective date of the Union representatives assuming their duties. Prompt written notification of changes in the Union representatives shall be provided to the Human Resources Director and the Fire Chief. No Union representatives will be recognized by the City unless such written notification was presented prior to such Union representative assuming his/her duties.

12.2 The Union representatives shall be paid by the City only when they perform assigned fire/rescue duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Union representatives shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

ARTICLE 13
BENEFITS AND LEAVE

13.1 The City shall provide bargaining unit employees benefits and leave in accordance with the City's Rules and Regulations, except as provided herein.

13.2 For scheduling purposes, the City shall allow the Fire Department to front-load all holiday hours to the beginning of the Fiscal Year. Any bargaining unit member who has not already elected to be paid for part or all of their holiday leave is required to utilize all holiday time as has been already designated. The Fire Chief or his designee has the absolute discretion and authority on assigning and scheduling holiday pay-designated leave. Bargaining unit members shall not be paid by the City for holiday leave assigned and not taken prior to the end of each Fiscal Year (though the Fire Chief or his designee retains the discretion to attempt to schedule any unused holiday leave from that Fiscal Year to be exhausted by October 31 of that calendar year). Any bargaining unit employees who depart City employment for any reason prior to the end of the Fiscal Year shall be required to reimburse the City for all holiday leave taken and not yet accrued (accrued at a rate of 4.15 holiday hours per pay period). The City is authorized to deduct any such reimbursements from the departing bargaining unit member's last pay from the City.

13.3 Holiday Pay: This article is intended to define the appropriate rate of pay to be utilized for bargaining unit employees when they work on a city-recognized holiday. For this article, a holiday period is defined as a twenty-four (24) hour cycle starting at midnight and ending at midnight. Bargaining unit employees who work on a shift that overlaps with a City-recognized holiday shall be paid 1.5 times their base hourly rate of pay for all time actually worked on the holiday. When bargaining unit employees are held-over their normal shift time to work on a City-recognized holiday, they shall be paid double time their applicable rate of pay only for the holiday time actually worked while being held-over after their normal shift. For purposes of this article, holidays shall be New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday immediately following Thanksgiving, Christmas Eve and Christmas.

13.4 Bargaining unit employees shall be included in any Wellness Incentive Program instituted by the City on the same basis as other employees.

13.5 The City may pass on any increases in health insurance premiums or costs to bargaining unit employees on the same basis as other employees.

13.6 Only those bargaining unit employees hired before October 1, 2008 shall be eligible to participate in the retirement check program pursuant to City Rules and Regulations. Bargaining unit employees hired on or after October 1, 2008 shall not participate in the retirement check program.

13.7 Bargaining unit employees shall be entitled to use a total of two (2) Personal Days each fiscal year. The two 24-hour Personal Days must be used during the year accrued and used in twelve (12) hour increments. Scheduling shall be handled in accordance with applicable Department policies.

13.8 Bargaining unit employees shall accrue twelve (12) hours of sick per month equal to 5.54 hours per pay period.

13.9 Bargaining unit employees hired on or after October 1, 2012 upon retirement may cash-in accrued but unused sick hours at a rate of 50% of unused balance up to a maximum of 600 hours cash in. Bargaining unit employees prior to October 1, 2012 upon retirement may cash-in accrued but unused sick hours at a rate of 50% of unused balance up to a maximum of 760 hours cash in.

13.10 Bargaining unit employees who are on shift and working during the City-wide Hurricane Luncheon will be allowed to add four hours of compensation time.

13.11 Bargaining unit employees who are on shift and working during the City Holiday Luncheon will be allowed to add four hours of compensation time.

ARTICLE 14
TRANSFERS AND REASSIGNMENTS

14.1 Except as otherwise provided in this Agreement, transfers and reassignments shall be in accordance with applicable Department rules, policies, and procedures.

ARTICLE 15
PENSION

15.1 The City shall provide bargaining unit employees with pension benefits as approved by the City Commission.

ARTICLE 16 **PROMOTIONS**

16.1 Promotional procedures and eligibility for promotions to positions included in the bargaining units under Article 2 (Recognition) shall be in accordance with applicable City Rules and Regulations and Fire Department policies.

16.2 Promotional procedures and eligibility for promotions to positions excluded from the bargaining units under Article 2 (Recognition) shall be at the City's discretion.

16.3 In any promotional process for Engineer/EMT, the City shall add points to the appropriate section or final numerical score for documented attainment of degrees as follows:

- Associate of Arts, Associate of Science and Associate of Applied Science degrees will earn one (1) point; or
- Bachelor of Arts, Bachelor of Science, and Bachelor of Applied Science or higher degree will earn two (2) points.

16.4 Effective October 1, 2015, upon being promoted to the Engineer classification or to the Lieutenant classification, an employee's pay will be adjusted to the greater of 10% over the employee's previous pay or the minimum of the range for the new position. Effective October 1, 2016, upon being promoted to the Lieutenant classification, an employee's pay will be adjusted to the greater of 15% over the employee's previous pay or the minimum of the range for the new position. Upon being promoted, an employee shall serve a twelve (12) month promotional probationary period, and the employee shall be returned to his/her prior position if the employee fails to complete the probation satisfactorily as determined by the City. If an employee is promoted and then demoted during the promotional probationary period, the employee upon demotion shall have his/her wages decreased by an amount equal to the amount of increase received upon promotion.

ARTICLE 17
WORK PERIOD AND OVERTIME

17.1 The City shall provide bargaining unit employees overtime and/or compensatory time in accordance with the City's Rules and Regulations, and applicable practices such as sick leave not counting as time worked for overtime.

17.2 Employees in Firefighter, Engineer, and Lieutenant classifications covered hereunder shall normally be scheduled to work twenty-four (24) hour shifts, twenty-four (24) hours on duty and forty-eight (48) hours off duty. Employees in the Firefighter, Engineer, and Lieutenant classifications covered hereunder shall be paid for a minimum of one hundred and twelve (112) hours per pay period, six (6) of which shall be paid at time and one-half.

17.3 Shift hours shall be 7:00 am to 7:00 am the following day (24 hours).

17.4 On-coming shift personnel shall be in the station and ready for duty by 0700 hours. When an employee does not report for duty at the scheduled time, the shift supervisor shall call the employee's home to perform a welfare check and to advise the employee that he/she is considered absent without leave (AWOL). The employee shall be given a written reprimand for the first occurrence; an 8-hour suspension for the second occurrence within 2 years of the first occurrence; a 24-hour suspension for the third occurrence within 2 years of the first occurrence; and multiple 24-hour suspensions or discharge for the fourth occurrence within 2 years of the first occurrence.

17.5 All overtime shall be consistent with the Fire Department overtime policy as of the date of this Agreement.

ARTICLE 18
NO SMOKING POLICY

18.1 All employees covered hereunder shall be prohibited from smoking cigarettes, cigars, pipes, or otherwise using tobacco products of any nature in any City owned building or vehicle, in any public or private place where smoking is prohibited by state law or City ordinance, or while on a call. Employees hired after October 1, 2007, shall be prohibited from using tobacco products on or off duty. Employees hired prior to October 1, 2007 shall have up to and including September 30, 2013 to come into compliance with the prohibition from using tobacco products while on duty. The City shall provide smoking cessation services to assist any bargaining unit employees in coming into compliance with this prohibition. Any employee who violates this Article will be subject to appropriate disciplinary action up to and including termination.

ARTICLE 19
ALCOHOL AND DRUG TESTING

19.1 Bargaining unit employees shall be subject to the City's Drug Free Workplace Policy as outlined in the City Rules and Regulations Section 6 Drug Free Workplace. Employees covered hereunder may be required to take a drug/alcohol test pursuant to any random testing program not prohibited by applicable law.

ARTICLE 20
VACATIONS AND LEAVES OF ABSENCES

20.1 The City shall provide bargaining unit employees vacations and leaves of absences in accordance with the City's Rules and Regulations. Bargaining unit employees hired after October 1, 2012 shall accrue vacation leave per pay period as follows:

Vacation Leave Accrual						
Years of Service	0-10 Yrs	11 Yrs	12 Yrs	13 Yrs	14 Yrs	15+ Yrs
Hours Per Pay Period	4.61	5.07	5.54	6.0	6.46	6.92

20.2 Bargaining unit employees hired prior to October 1, 2012 shall accrue vacation leave as follows: Bargaining unit personnel working 24 hours shift work shall accrue vacation leave at the rate of 112 hours per year or 9.33 per month. Commencing on the 11th year of continuous service, they will receive an additional 11.2 hours per year up to a maximum of 224 hours per year.

20.3 Shift trades shall be handled in accordance with the Department's EOT policy.

20.4 Scheduled leave shall be handled in accordance with applicable Department policies.

ARTICLE 21
WAGES AND COMPENSATION

21.1 For the term of this Agreement, entry level rate of pay for Firefighters shall be \$14.81 per hour for Fiscal Year 2022-2023 and \$15.00 per hour for Fiscal Year 2023-2024.

21.2 Bargaining unit employees who receive an overall rating of at least “meets standards” on their annual performance evaluation for Fiscal Year 2021-22 shall receive an increase in their hourly rate of pay for Fiscal Year 2022-23 as are specified in Exhibit 1.

21.3 Probationary employees Brown, Kamine, Milks, Pacifico and Vallejo shall not receive their annual increase for Fiscal Year 2022-23 unless and until they are passed from probationary status.

21.4 Probationary employees Alexander, Fambrough and Fernandez shall remain at an hourly rate of pay of 14.81 throughout Fiscal Year 2022-23 regardless of when they are passed from probationary status.

21.5 Commencing the first pay period of Fiscal Year 2023-24, bargaining unit members shall receive the same merit increase, if any, provided to the City’s general employees for that fiscal year. This section also applies to bargaining unit employees Brown, Kamine, Milks, Pacifico, Vallejo, Alexander, Fambrough and Fernandez for each who pass probationary status prior to commencement of Fiscal Year 2023-24.

21.6 Wage increases, if any, after September 30, 2024, shall be established solely through the collective bargaining process.

21.7 During the term of this Agreement, bargaining unit employees shall be eligible to receive “incentive pay” in the amount of \$30 per two-week pay period per certification listed below. To be eligible for incentive pay, a bargaining unit employee must successfully complete and currently maintain at least one certification identified in Category A or B, and the bargaining unit employee may receive additional incentive pay for each certification earned up to a maximum of 4 in Category A and up to a maximum of 6 in Category B.

Category A	Category B
Fire Inspector I	Rope Technician
Fire Inspector II	Confined Space Technician
Fire Service Instructor (I, II, or III)	Vehicle/Machinery Technician
Fire Investigator I	Structural Collapse Technician
Fire Investigator II	Trench Rescue Technician
Live Fire Training Instructor	Haz-Mat Technician

21.8 A maximum of 15 bargaining unit employees are eligible to be compensated for the Live Fire Training Instructor incentive pay at any given time.

21.9 In addition to the Category A and B incentives, bargaining unit employees shall be eligible to receive “incentive pay” in the amount of \$20 for Fire Officer I, \$30 for Fire Officer II, \$40 for Fire Officer III, or \$45 for Fire Officer IV certification (whichever is highest) per two-week pay period.

21.10 All bargaining unit members who possess a State of Florida paramedic license and have been approved by the Volusia County Medical Director to work under his/her license shall receive an annual stipend of \$7,500.00 for Fiscal Year 2022-23 and \$8,000.00 for Fiscal Year 2023-24. This paramedic annual stipend amount shall be prorated, at a rate of \$288.46 per paycheck for Fiscal Year 2022-23 and \$307.69 per paycheck for Fiscal Year 2023-24, for any bargaining unit member who meets the criteria set forth in the first sentence of this paragraph during the term of this Agreement. The paramedic stipends shall not be included in the base pay rates for purposes of computing hourly rates of pay for bargaining unit members.

21.11 All bargaining unit members (no more than 16 members) assigned to the City’s Honor Guard shall receive a stipend of \$30 per two-week pay period and one additional Honor Guard Commander shall receive a stipend of \$60 per two-week pay period. Honor Guard appointments and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

21.12 Up to a maximum of 10 bargaining unit members who are certified CPR Instructors shall receive a stipend of \$30 per two-week pay period. CPR stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

21.13 Up to a maximum of three bargaining unit members are eligible for a stipend as SCBA Technicians. The Lead SCBA Technician shall receive a stipend of \$60 per two-week pay period, and the other SCBA Technicians shall receive a stipend of \$30 per two-week pay period. SCBA appointments and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

21.14 It is the responsibility of all bargaining unit employees to successfully complete and maintain all licenses and certifications, to provide appropriate updates and documentation of all licenses and certifications and to keep them all current to be eligible for the additional payments referenced in this Article. Bargaining unit members have a duty to timely notify the City upon the expiration of any license, certification and/or eligibility for stipend, and the City maintains the right to recover directly from any bargaining unit member who was paid but ineligible for stipend and/or incentive payment(s).

21.15 The City shall require that third parties provide a four (4) hour minimum for bargaining unit employees for any approved off-duty special detail scheduled through or facilitated by the City.

ARTICLE 22
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

22.1 Those bargaining unit members temporarily assigned to work in a higher classification shall receive the following compensation:

A. Employees in the Engineer classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Lieutenant, will be paid extra compensation consisting of a 10% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Lieutenant classification.

B. Employees in the Lieutenant classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Battalion Chief will be paid extra compensation consisting of a 10% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Battalion Chief classification.

C. Employees in the Firefighter classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Engineer will be paid extra compensation consisting of a 10% adjustment to their hourly rate of pay for all consecutive hours actually worked in the Engineer classification. Employees who qualify for this 10% increase for temporarily working out-of-class as Engineer shall be ineligible during this time period to also receive a Relief Driver Stipend (as is set forth in 22.2).

22.2 Employees in the Firefighter classification who meet the requirements established by the Department for the assignment of Relief Driver shall be provided a stipend of \$25 per pay period (except as provided in 22.1 C). This stipend shall be discontinued upon the Firefighter's promotion to the classifications of Engineer or Lieutenant.

ARTICLE 23
WELLNESS SCANS AND PHYSICAL ASSESSMENT TESTING

23.1 The City shall provide bi-annual wellness testing and scans to bargaining unit employees. Such testing and scans shall include ultrasound scans, cardio pulmonary testing, comprehensive laboratory analysis, and a medical exam through the City Clinic or other providers chosen by the City. Half of the Department employees were tested in Fiscal Year 2019-2020 and are slated to be tested again during Fiscal Year 2021-2022. The other half were tested in Fiscal Year 2020-2021 and are slated to be tested again during Fiscal Year 2022-2023. Newly hired bargaining unit employees will be slotted in one of these two groups at the discretion of the Fire Chief or his designee. Testing shall be determined and scheduled at the discretion of the Fire Chief or his designee.

23.2 The City shall provide bi-annual CPT cardiac testing to bargaining unit employees. Such testing shall be conducted through a medical exam to be determined by the City. Half of the bargaining unit employees were tested in Fiscal Year 2019-2020 and are slated to be tested again during Fiscal Year 2021-2022. The other half were tested in Fiscal Year 2020-2021 and are slated to be tested again during Fiscal Year 2022-2023. Newly hired bargaining unit employees will be slotted in one of these two groups at the discretion of the Fire Chief or his designee. Testing shall be determined and scheduled at the discretion of the Fire Chief or his designee.

23.3 All employees covered hereunder shall be required to maintain their persons such that they are physically fit-for-duty as a condition of continued employment. All bargaining unit employees shall be evaluated annually on the Structural Fire Fighter Agility Test (SFFAT) as described in Addendum A. Successful completion of the SFFAT shall be determined by the established Fit-For-Duty times, based on age and gender, as described below. Fit Firefighter designation shall be awarded to those who complete the tests in the times described below.

Times Standard to Complete Tests (in minutes)

Age	<u>FIT FOR DUTY</u>		<u>FIT FIREFIGHTER (OPTIONAL)</u>	
	Male	Female	Male	Female
18-30	6:20	7:10	4:40	6:00
31-40	6:50	7:40	5:00	6:20
41-50	7:20	8:10	5:20	6:40
51-60	7:50	8:40	5:40	7:00
>60	8:20	9:10	6:00	7:20

23.4 Successful completion of the test is required for each year of employment. Employees who fail to successfully complete the SFFAT in the applicable Fit-For-Duty time shall be provided three (3) additional opportunities to re-test and achieve the required time. The three re-tests shall be scheduled and completed within 90 days of the initial test but in not less than 30 days. Any employee who fails the initial test and three (3) consecutive re-tests is subject to termination in accordance with City rules and regulations.

23.5 Employees, who are unable to work or perform all of the essential functions of their positions for thirty (30) consecutive days due to a medical condition or injury of the employee, shall be required to provide a fitness-for-duty certification by the employee's health care provider and complete the SFFAT prior to returning to work in their position.

ARTICLE 24
OFF-DUTY INJURIES & MEDICAL CONDITIONS

24.1 Off-duty injuries and medical conditions which interfere with a bargaining unit member's ability temporarily to perform all essential functions of their job will be reviewed by City and/or Fire Department Management on a case-by-case basis. City management will review each individual situation and retain the discretion to offer and/or make accommodations as deemed appropriate by the City.

ARTICLE 25
ENTIRE AGREEMENT/DURATION

25.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

25.2 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

25.3 This Agreement shall be effective October 1, 2022 and shall remain in full force and effect until and including September 30, 2024.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:

CITY OF DELAND

LOCAL 4347

By: _____

By: _____

Attest:

Attest:

Date:

Date:

ADDENDUM "A"
STRUCTURAL FIRE FIGHTER AGILITY TEST

An instructor will lead you through the entire course to assist you with course directions.

Station #1 — Stair Climb

Hoist a 50 ft, 3 inch hose pack to your shoulder. Carry the hose pack up the inside tower stair well to the tower roof. Place the hose pack in the large painted square in the center of the roof; then, proceed to Station #2 at the West side tower railing.

Station #2 — Hoisting Evolution

There is a rope tied to the West Side tower railing. At the opposite end is a coiled 50' section of 3" hose with protective cover. Hoist the coiled hose to the rooftop. You may use whatever method you wish to hoist the hose (hand over hand or using the railing to hoist). When the hose is at the roof of the tower, pull the hose roll over the rail and place the hose (still coiled) in the small painted square on the roof surface by the railing. Then proceed to Station #3.

Station #3 — Stair Descend

Pick up the hose pack that you placed there when you first came up the stairs. Place the hose pack on your shoulder and proceed down the inside stair well. Be sure to take one step at a time. Carry the hose to the ground floor of the tower and return it to where you originally picked the hose up. Place the hose on the ground and proceed to Station #4, which is the weight sled.

Station #4 — Weight Sled (Forcible Entry)

Pick up the 30" 9 lb. shot mallet, straddle the 165 lb. block weight; and, using the shot mallet, drive the weight 5' to the other end of the sled. When completed, proceed to Station #5, the charged hose line.

Station #5 — Hose Lift Drag (Hose Advance using 200' of charged 1 3/4" hose)

Proceed to the orange cone, walking at a fast pace (do not run). Go around the orange cone, and walk to where the loop in the hose is laid on the ground. Pick up the loop of the hose and proceed to the orange cone and lay the loop of hose over the cone. You may use any method you wish to move the hose to the cone. When the hose is over the cone proceed to the nozzle end that is positioned next to the orange cone by walking the outside of the hose. Pick up the nozzle and place it over your shoulder.

Move the hose 50' forward to the next orange cone and flow water. Then, place the nozzle on the ground and proceed to Station #6, the rescue drag.

Station #6 — Rescue Drag (Victim Rescue)

Move forward to the rescue dummy (weight 165 pounds). Position yourself behind the head of the dummy and lift the dummy to the sitting position. Using whatever method you wish, lift and drag the dummy 100-ft to the double cones at the end of the course.

The time is complete when the dummies feet cross the line.

You should plan to wear comfortable clothes and sneakers. You may use gloves if you choose to. Your time starts when you first pick up the hose.

EXHIBIT 1

Employee	Hire date	Pay Rate	Pay plan Adjustment	Adjusted Hourly Rate	Adjusted Plus 3% Merit
Alexander	7/16/2022	14.81	0.00	14.81	14.81
Anderson	10/3/2016	18.03	0.13	18.16	18.70
Barnes	12/10/2019	15.19	0.13	15.32	15.78
Bass	10/20/2014	18.59	0.43	19.02	19.59
Brown	11/29/2021	14.81	0.00	14.81	15.25
Bruce, A	2/11/2008	19.75	0.18	19.93	20.53
Bruce, K	9/5/2016	16.39	0.13	16.52	17.02
Bruce, R	11/2/2006	21.46	1.23	22.69	23.37
Carn, J	3/17/2003	25.57	0.56	26.13	26.91
Carn, N	4/28/2007	25.13	0.00	25.13	25.88
Church	5/9/2006	24.96	0.56	25.52	26.29
Cory	8/20/2005	25.55	0.56	26.11	26.89
Curtis	12/10/2019	15.19	0.13	15.32	15.78
Donnellan	10/5/2015	17.80	0.83	18.63	19.19
Fambrough	7/16/2022	14.81	0.00	14.81	14.81
Fernandez	7/16/2022	14.81	0.00	14.81	14.81
Ferri	4/28/2007	20.07	0.18	20.25	20.86
Grace	8/7/2017	15.98	0.13	16.11	16.59
Griffin, R	11/26/2018	17.14	0.19	17.33	17.85
Griffin,D	8/22/2005	20.53	0.18	20.71	21.33
Higgs	1/27/2007	19.81	0.18	19.99	20.59
Hollman	11/8/2004	26.00	0.56	26.56	27.36
Kamine	11/29/2021	14.81	0.00	14.81	15.25
Langford	7/9/2005	25.56	0.56	26.12	26.90
Largent	11/26/2018	15.58	0.13	15.71	16.18
Letourneau	11/2/2006	24.57	0.91	25.48	26.24
Lunsford	4/28/2007	24.68	0.56	25.24	26.00
Maddox	12/19/2011	18.24	0.13	18.37	18.92
McGrath	2/22/2010	18.32	0.18	18.50	19.06
Milks	11/29/2021	14.81	0.00	14.81	15.25
Mueller	5/21/2006	22.11	0.33	22.44	23.11
Murray, C	10/20/2014	18.81	0.00	18.81	19.37
Murray, P	3/25/2006	21.96	1.23	23.19	23.89
O'connor	3/17/2003	22.68	0.54	23.22	23.92
Oglesby	1/9/2006	21.76	1.03	22.79	23.47
Pacifico	11/29/2021	14.81	0.00	14.81	15.25
Pearsall	11/18/2003	19.72	0.18	19.90	20.50
Pelletier	4/28/2007	20.07	0.18	20.25	20.86
Pequignot	11/11/2019	15.19	0.13	15.32	15.78
Sanders	4/20/2020	15.19	0.13	15.32	15.78

EXHIBIT 1

Employee	Hire date	Pay Rate	Pay plan Adjustment	Adjusted Hourly Rate	Adjusted Plus 3% Merit
Sawyer	10/28/2007	21.89	1.23	23.12	23.81
Silvestri	2/25/2008	23.92	1.23	25.15	25.90
Smith	4/28/2007	23.16	0.58	23.74	24.45
Stringer	4/28/2007	23.79	1.38	25.17	25.93
Taylor	12/1/2010	22.67	0.57	23.24	23.94
Vallejo	5/21/2022	14.81	0.00	14.81	15.25
Von Bretzel	2/21/2016	16.39	0.13	16.52	17.02
Walker	10/7/2002	26.79	0.56	27.35	28.17
Woods	2/1/2021	14.81	0.11	14.92	15.37
Young	4/28/2007	22.08	0.00	22.08	22.74

Lieutenant	Hire date	Promotion date
Walker	10/7/2002	5/24/2008
Hollman	11/8/2004	4/25/2009
Carn, J	3/17/2003	6/13/2015
Cory	8/20/2005	9/5/2015
Langford	7/9/2005	11/1/2015
Letourneau	11/2/2006	10/1/2016
Smith	4/28/2007	1/6/2018
Lunsford	4/28/2007	8/6/2018
Church	5/9/2006	8/18/2018
Silvestri	2/25/2008	9/28/2019
Stringer	4/28/2007	9/29/2019
Taylor	12/1/2010	10/1/2019
Carn, N	4/28/2007	4/18/2022
Engineers	Hire date	Promotion date
O'connor	3/17/2003	12/9/2006
Murray, P	3/25/2006	4/25/2009
Sawyer	10/28/2007	2/20/2012
Bruce, R	11/2/2006	1/9/2016
Oglesby	1/9/2006	1/9/2016
Mueller	5/21/2006	3/16/2019
Bass	10/20/2014	3/17/2019
Donnellan	10/5/2015	9/28/2019
Murray, C	10/20/2014	9/25/2021
Young	4/28/2007	9/26/2021
Anderson	10/3/2016	9/27/2021
Griffin, R	11/26/2018	4/19/2022

Firefighter	Hire date	Months in rank
Pearsall	11/18/2003	226
Griffin,D	8/22/2005	205
Higgs	1/27/2007	187
Ferri	4/28/2007	184
Pelletier	4/28/2007	184
Bruce, A	2/11/2008	175
McGrath	2/22/2010	151
Maddox	12/19/2011	129
Von Bretzel	2/21/2016	79
Bruce, K	9/5/2016	72
Grace	8/7/2017	61
Largent	11/26/2018	46
Pequignot	11/11/2019	34
Barnes	12/10/2019	33
Curtis	12/10/2019	33
Sanders	4/20/2020	29
Woods	2/1/2021	19
Brown	11/29/2021	9
Kamine	11/29/2021	9
Milks	11/29/2021	9
Pacifico	11/29/2021	9
Vallejo	5/21/2022	4
Fambrough	7/16/2022	2
Alexander	7/16/2022	2
Fernandez	7/16/2022	2

Lieutenant

Months in rank	Years in rank	Pay Rate	Flat Rate
172	14.3	26.79	0.56
161	13.4	26	0.56
87	7.3	25.57	0.56
84	7.0	25.55	0.56
82	6.8	25.56	0.56
71	5.9	24.57	0.91
56	4.7	23.16	0.58
49	4.1	24.68	0.56
49	4.1	24.96	0.56
35	2.9	23.92	0.56
35	2.9	23.79	0.56
35	2.9	22.67	0.57
5	0.4	25.13	0

Engineer

Months in rank	Years in rank	Pay Rate	Flat Rate
189	15.8	22.68	0.54
161	13.4	21.96	1.23
127	10.6	21.89	1.23
80	6.7	21.46	1.23
80	6.7	21.76	1.03
42	3.5	22.11	0.33
42	3.5	18.59	0.43
35	2.9	17.8	0.83
12	1.0	18.81	0
12	1.0	22.08	0
11	0.9	18.03	0.13
5	0.4	17.14	0.19

Firefighter

Years in rank	Pay Rate	Flat Rate	Pay plus Flat
18.8	19.72	0.18	19.90
17.1	20.53	0.18	20.71
15.6	19.81	0.18	19.99
15.3	20.07	0.18	20.25
15.3	20.07	0.18	20.25
14.6	19.75	0.18	19.93
12.6	18.32	0.18	18.50
10.8	18.24	0.13	18.37
6.6	16.39	0.13	16.52
6.0	16.39	0.13	16.52
5.1	15.98	0.13	16.11
3.8	15.58	0.13	15.71
2.8	15.19	0.13	15.32
2.8	15.19	0.13	15.32
2.8	15.19	0.13	15.32
2.4	15.19	0.13	15.32
1.6	14.81	0.11	14.92
0.8	14.81	0	14.81
0.8	14.81	0	14.81
0.8	14.81	0	14.81
0.8	14.81	0	14.81
0.3	14.81	0	14.81
0.2	14.81	0	14.81
0.2	14.81	0	14.81
0.2	14.81	0	14.81

Pay Plus Flat	New Pay Rate
27.35	28.17
26.56	27.36
26.13	26.91
26.11	26.89
26.12	26.90
25.48	26.24
23.74	24.45
25.24	26.00
25.52	26.29
24.48	25.21
24.35	25.08
23.24	23.94
25.13	25.88
Pay plus flat	New Pay Rate
23.22	23.92
23.19	23.89
23.12	23.81
22.69	23.37
22.79	23.47
22.44	23.11
19.02	19.59
18.63	19.19
18.81	19.37
22.08	22.74
18.16	18.70
17.33	17.85

New Pay Rate

20.50

21.33

20.59

20.86

20.86

20.53

19.06

18.92

17.02

17.02

16.59

16.18

15.78

15.78

15.78

15.78

15.37

15.25

15.25

15.25

15.25

15.25

15.25

15.25

15.25

Mr. Hayward,

Everything looks good on our end. We held a vote and the 2022-2023 & 2023-2024 contract was passed by our members. The new contract has been approved by Local 4347 to move forward. Thank you for your work on this contract.

K. Justin Bass

Local 4347 President

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Consideration re Cooperative Purchase Agreement for Emergency Debris Removal Services.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: DRC Emergency Services, Cooperative Purchasing Agreement, City of DeBary Debris Removal Service Contract

APPROVED BY: Michael Pleus, City Manager, October 3, 2022

SUMMARY/HIGHLIGHT:

As the Commission may be aware, the Federal Emergency Management Agency (FEMA) offers a Public Assistance Program to assist states, local governments and nonprofit organizations who are affected by presidentially declared natural disasters. The documentation and administrative processes required by FEMA to receive reimbursement for the cost of cleanup and recovery are complex and time consuming. In order to receive funding from this program, eligible participants must utilize a competitive and/or sealed bid/proposal process to receive prices for debris removal and disposal services from qualified contractors. This is, of course, impractical immediately following a disaster, so it must be done in advance.

At this time, the City's current contract expired. Due to the time required to go through the formal competitive bid process, staff believes it is in the best interest of the City to execute a "piggy-back" agreement for debris removal, reduction and disposal services in case the City is affected by a natural disaster this hurricane season.

Staff reviewed the technical approach and fee schedules submitted by DRC Services Inc., in a contract entered with the City of DeBary. Staff has verified their past performance with other agencies who utilize their services along with our own past interactions.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

Environmental Cleanup and Recovery.

FISCAL IMPACT:

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

RECOMMENDATION:

It is recommended that the City Commission approve the cooperative purchase agreement for debris removal, reduction and disposal services with DRC Emergency Services, which will allow the City to obtain services for disaster related debris removal under the terms and conditions of the City of DeBary Debris Removal Contract 406-22.

BACKGROUND/DISCUSSION:

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



111 Veterans Memorial Blvd., Suite 401, Metairie, LA 70005
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

The City of Deland, Florida herein, represented by its duly authorized officer, has a desire to enter into a Cooperative Purchase Agreement for Disaster Debris Removal, Reduction and Disposal Services under the same terms and conditions as the agreement between DRC Emergency Services, LLC and City of Debary, Florida contract, effective February 24, 2020 (attached hereto as Exhibit A) which contract resulted from a competitive proposal. The City of Deland, Florida has reviewed the contract and agrees to the terms and conditions and further agrees to the fairness and reasonableness of the pricing. DRC Emergency Services, LLC hereby agrees to provide such services to the City of Deland, Florida under the same price(s), terms, and conditions as the referenced contract between DRC Emergency Services, LLC and City of Debary, Florida.

All references in the contract between DRC Emergency Services, LLC and City of Debary, Florida shall be assumed to pertain to, and are binding upon DRC Emergency Services, LLC and the City of Deland, Florida. Except as provided below, this agreement is entered into at no cost to the City of Deland, Florida. The only cost associated with this contract are the agreed upon terms which only become active upon the City of Deland, Florida issuing a notice to proceed to DRC Emergency Services, LLC.

Agreed, accepted and consented to this, the last date shown hereunder.

DRC Emergency Services, LLC

City of Deland, Florida

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title

AGREEMENT FOR DEBRIS REMOVAL, REDUCTION, AND DISPOSAL

This Agreement for Debris Removal, Reduction, and Disposal ("Agreement") is hereby made and entered into by and between DRC Emergency Services, LLC, a Foreign Limited Liability Company, whose principal address is 6702 Broadway Street, Galveston, TX 77554 ("Contractor") and the City of DeBary, a Florida municipal corporation, whose primary address is 16 Colomba Road, DeBary, FL 32713 ("City").

RECITALS:

WHEREAS, the City desires to retain the services of a competent and qualified Contractor to provide debris removal, reduction, and disposal services within the City in the wake of a natural disaster such as a hurricane; and

WHEREAS, the City has issued Bid # 07-21 for such emergency debris removal, reduction, and disposal services and has received responses from various potential vendors; and

WHEREAS, the City has determined that the Contractor is fully qualified to render the required services; and

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

NOW THEREFORE, in consideration of the foregoing recitals, which are deemed true and correct and are incorporated herein by reference, and other consideration as called for in this Agreement, the receipt and sufficiency of which is acknowledged by the City and the Contractor, the parties agree and stipulate as follows:

1 DEFINITIONS.

For this Agreement and any incorporated exhibits, addenda, or attachments, the following terms, phrases, words, and their respective derivations will have the meaning set forth below. Any additional terms not contained herein are as defined in Part 1 RFP Terms and Acronyms of RFP No. 07-21, which is attached hereto and incorporated herein as Exhibit A.

- 1.1. **Agreement.** This Agreement for Debris Removal, Reduction, and Disposal, including any exhibits, addenda, or attachments appended thereto.
- 1.2. **Amendment.** An amendment to this Agreement in writing, approved by the City Manager, and executed by the City and Contractor authorizing a modification or revision to one or more terms or conditions of this Agreement.
- 1.3. **Change Order.** A written change or modification to this Agreement approved by the City and the Contractor authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the pricing or timing of this Agreement, without changing or altering any other terms or conditions of this Agreement.
- 1.4. **Compensation.** The amount paid by the City to Contractor for Services, regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other

figures or formulas from which compensation due to the Contractor can be calculated, which includes the total monetary amount payable to the Contractor under the terms of this Agreement for all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete the Services as set forth in the Scope of Services.

- 1.5. **City.** The City of DeBary, Florida.
- 1.6. **Contract Administrator / Project Manager.** The City Manager or his/her designee who is responsible for addressing any concerns arising from this Agreement on behalf of the City.
- 1.7. **Contractor.** DRC Emergency Services, LLC.
- 1.8. **Day.** The word "day" means each calendar day or, when used in the plural, accumulation of calendar days.
- 1.9. **Deliverable.** The products or Services provided through the Scope of Services for this Agreement, including, but not limited to: other services, reports, written documentation, training, systems, or processes.
- 1.10. **Effective Date.** The date that this Agreement is fully executed by the Contractor and the City.
- 1.11. **FEMA.** Federal Emergency Management Agency.
- 1.12. **Geodatabase.** Special database storing data referenced by spatial or geographic coordinates.
- 1.13. **GIS.** Geographic Information System, which is a system that works with data referenced by spatial or geographic coordinates.
- 1.14. **GPS.** Global Positioning System, which is a satellite based navigation system that provides time and location data anywhere on the Earth to those with a compatible server.
- 1.15. **Incident.** Each disaster for which the City issues a Notice to Proceed ("NTP").
- 1.16. **Notice to Proceed.** A written notice issued to the Contractor by the City's Property Manager, fixing the date upon which the Contract times will commence to run and on which the Contractor must start to perform the Services and provide the Deliverables as set forth in this Agreement Agreement.
- 1.17. **Project.** The task or tasks assigned under a particular Notice to Proceed ("NTP").

- 1.18. **Proposal.** The document(s) submitted by the Contractor in response to the City's Bid #07-21.
- 1.19. **Run-out Period.** Upon expiration of this Agreement, the Run-out Period will begin upon such expiration date and expire upon completion and provision of the Services or Deliverables due in connection with the declared disaster event/project commencing on or before the date of expiration.
- 1.20. **Services.** Those services defined in the Scope of Services to be performed by the Contractor pursuant to this Agreement and its attached exhibits, addenda, and attachments, including: the work, duties, and obligations to be carried out by the Contractor under the Agreement and the Exhibits attached hereto and incorporated herein.
- 1.21. **Subcontractor.** A person or entity other than a materialman or laborer who enters into an Agreement with the Contractor for the performance of any part of this Agreement.

2 EXHIBITS.

- 2.1. The Exhibit(s) listed below are incorporated into and made a part of this Agreement.
- 2.1.1 Exhibit A- RFP No. 07-21, including the Parts 1, 2, 3, 4, and 9 setting forth definitions, description of services, Scope of Work, technical specifications, and indemnification and insurance obligations.
- 2.1.2 Exhibit B – Pricing Schedule.

3 ORDER OF PRECEDENCE.

- 3.1 If the Contractor finds any potential or possible inconsistency, conflict, error, or discrepancy in the Agreement, Contractor shall immediately communicate in writing the nature of any such issue to the City's Contract Administrator or Project Manager, requesting the City's interpretation and direction prior to proceeding with the provision of Services or Deliverables affected thereby. If any conflicts or inconsistencies arise between any exhibit to this Agreement or between any such exhibit and the body of this Agreement itself, such conflict or inconsistency will be resolved by giving precedence to the following contract documents in the following order:
- 3.1.1 If any conflicts or inconsistencies arise between Exhibit A and any other exhibit of the Agreement with regard to the Scope of Work, Project specifications, performance criteria, or management metrics, the Description of Services, Scope of Work, and Technical Specifications set forth in Exhibit A will govern and control to the extent any such conflict may exist.
- 3.1.2 If any conflicts or inconsistencies arise between Exhibit B, the Pricing Schedule, and any other exhibit regarding the pricing of Services or Deliverables to be provided pursuant hereto, such Exhibit B shall govern and control to the extent any such conflict may exist.

3.1.3 If any conflicts or inconsistencies arise between the body of this Agreement and any exhibits attached hereto, the terms contained in the body of this Agreement shall govern and control to the extent any such conflict may exist.

4. SCOPE OF SERVICES. Contractor shall provide debris removal, reduction, and disposal Services and Deliverables pursuant to this Agreement as generally set forth herein and more specifically set forth in Exhibit A to this Agreement.

4.1. Contractor shall provide debris removal, reduction, and disposal Services and Deliverables consistent with Parts 2, 3, and 4, pertaining to the Description of Services, Scope of Work, and Technical Specifications, of RFP 07-21, which is attached hereto and incorporated herein as Exhibit A.

4.2. **Performance Criteria:**

4.2.1. All services must be performed in accordance with the Agreement and carried out under the direction of the City's Contract Administrator / Project Manager.

4.2.2. All labor necessary to complete the Services and provide the Deliverables required under this Agreement must be performed in a good and competent workmanlike manner, in accordance with industry standards, and to the satisfaction of the City.

4.2.3. **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.

4.2.4. **Authority to Act on Behalf of the City.** The City Manager shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional Services, so long as the then-cumulative financial obligation of the City for such additional items does not exceed the City Manager's authority under the City's purchasing ordinances, policies, or procedures. Any change, modification, or additional service that causes the cumulative financial obligation of the City to exceed the City Manager's authority under the City's ordinances, policies, or procedures is not effective unless approved by the DeBary City Council.

5 RESPONSIBILITY OF CONTRACTOR

5.1 Where questions exist as to the Scope of Services, Contractor shall promptly confer with the Project Manager to ascertain the functional criteria of the Scope of Services.

5.2 **Supervision.** Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor shall hire, compensate, supervise, and terminate members of its work force, and Contractor shall direct and control the manner in which Services are performed, including conditions under which individuals shall be assigned duties, how individuals will report, and the hours individuals shall perform. Contractor will be responsible for all income tax, social security, and Medicare taxes, federal unemployment taxes, and any other withholdings

from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for Contractor's employees and/or subcontractors will be the sole responsibility of Contractor, including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures in delivering Services and Deliverables pursuant to this Agreement. Further, Contractor will be responsible for assuring the City that Services and Deliverables accurately comply with the requirements of this Agreement and the Scope of Services contained therein.

- 5.3 **Assurance.** Contractor gives City its assurance that all Services performed under this Agreement will be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services will be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** Contractor will be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Contractor under this Agreement. Contractor shall, without additional cost to the City, correct or revise any errors or deficiencies in its Services or Deliverables for which it is responsible.
- 5.5 **Services to Comply with Specifications and Law.** All Services performed by the Contractor pursuant to this Agreement, including all general provisions, special provisions, job specifications, addenda, amendments, written interpretations, and any written change orders issued pursuant thereto, shall comply with the Scope of Services and all applicable laws, codes, ordinances, regulations, and statutes.
- 5.6 **Subcontractors.**
 - 5.6.1 **Employment or Substitution of Subcontractors.** Contractor may not employ any subcontractor, other person, or organization of against whom the City may have reasonable objection, nor may Contractor be required to employ any subcontractor against whom the Contractor has reasonable objection. Contractor may not make any substitution for any subcontractor who has been accepted by the City without obtaining the City's approval thereof.
 - 5.6.2 **Disapproval of Subcontractors.** City's disapproval or requirement of removal or replacement of Contractor's subcontractor will be deemed for lawful reasons if in City's reasonable judgment, such Contractor's subcontractor has been previously debarred by the City or another governmental agency or otherwise poses a threat or causes harm to the health, welfare, or safety, or morale of the City or its agencies, personnel, or property.
 - 5.6.3 **Contractor Responsible for Subcontractors.** Contractor remains fully responsible for all negligent acts and omissions of its subcontractors and of any individuals or entities directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing

in this Agreement may create or be interpreted to create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to ensure the payment of any monies due to any subcontractor or other entity employed or otherwise retained by the Contractor to perform work under this Agreement, except as may otherwise be required by law. The City may furnish to any subcontractor to the extent practicable, evidence of amounts paid to Contractor for the performance of any or all tasks under this Agreement.

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

6 TERM OF AGREEMENT

- 6.1 The term of this Agreement commences on the Effective Date of this Agreement or when this Agreement is fully executed by all parties and terminates three (3) years from the Effective Date. Two (2) subsequent two (2) year renewals are permissible upon mutual written agreement between the parties and the approval of the DeBary City Council.
- 6.2 The Contractor will commence the provision of Services as specified in this Agreement or as may be requested by the City and complete any such Services within the time specified therein or in any applicable Task Assignment as may be issued by the City.
- 6.3 **Effect of Expiration of Agreement.** Upon expiration of the Agreement, (1) no new Services may be commenced; (2) For Services commenced prior to the expiration of the Agreement that cannot be completed until after the expiration of the Agreement, this Agreement will expire on the completion date of said Services, and after all work or Services associated with such event/project have been approved and accepted by the City's Project Manager. As such, the obligations entered therein by both parties under this Agreement for such Services will remain in full force and effect until completion of all Services performed and Deliverables provided under this Agreement during the Run-out Period.

7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** Contractor will be paid Compensation for all Services. Total Compensation for this Agreement will be comprised of the total cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), and all mark-ups for overhead and profit, as more particularly described in Exhibit "B" – Price Schedule attached hereto and incorporated herein. The City agrees to pay Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation may not be adjusted due to errors or omissions not attributable to the City in computing the costs of the Services that result in an increase in the cost of this Agreement or because the time for completion varies from

the original estimate, including completion or substantial completion of this Agreement or any tasks issued pursuant thereto prior to the scheduled completion date or on account of City's election to furnish any of the Services. In addition, Contractor certifies that the original Agreement price or Compensation for the Scope of Services and any additions thereto will be adjusted to exclude any sums by which the City determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates, and other factual unit costs.

7.3 **Reimbursable Expenses.** City's payment to Contractor pursuant to the Price Schedule, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.

7.4 **Payments.** Charges and payments must be made in accordance with Exhibit B – Price Schedule. The rates expressed in Exhibit B shall govern Compensation and provide for payments against specified Services and Deliverables.

7.4.1 **Approval of Payment.** If, on the basis of the City Project Manager's observation and review of Contractor's Services, the City Project Manager is satisfied that the Services have been completed and that the Contractor has fulfilled all of its obligations under the Agreement, the City Project Manager, after receipt of a proper invoice, will either approve or deny such invoice in accordance with the applicable provisions of Part VII of Chapter 218, Florida Statutes. If City Project Manager rejects the invoice in whole or in part, he/she shall return the invoice to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor will make the necessary corrections and resubmit the invoice. Regardless of the foregoing, approval of payment pursuant to this section will not operate as a waiver or otherwise prevent the City from recovering amounts paid when the City subsequently discovers material defects or deficiencies in the Services or Deliverables provided by Contractor, which defects or deficiencies would have otherwise caused the City to withhold payment.

7.4.2 **Invoice Detail.** Contractor shall submit an invoice for professional Services rendered to the City upon the completion of such Services. Each invoice must show detailed descriptions of the Services provided in accordance with the Agreement pricing.

7.4.3 **Retainage.** A ten percent (10%) retainage may be withheld from each reconciled invoice until the end of the project or task assigned. In order to recover the retainage, the Contractor must successfully complete and receive a letter of completion from the City, for all work performed. Retainage may be held until final reconciliation is complete. Portions of the retainage may be held by the City as compensation for the repair of damage caused to public or private property by the Contractor.

7.5 **Invoices.** Invoices or payment requests must be received from the Contractor and

submitted to the City's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, are governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

- 7.5.1 **Documentation.** Contractor's Invoice(s) must be accompanied by supporting data as may be required by the City Project Manager. City Project Manager shall review Contractor's Invoice and supporting data and notify Contractor in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or otherwise lack adequate support or documentation.
- 7.5.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit B, Contractor shall invoice City for all payments due Contractor under this Agreement. City shall pay invoices in accordance with this Agreement. Invoices must be sent to the address specified by the City in order to be paid.
- 7.5.3 **Withholding.** The City may withhold payment of any specific invoiced charges that it disputes in good faith while paying all undisputed charges on the invoice.
- 7.5.4 **Payment Due.** Within forty-five (45) days of acceptance by the City Project Manager of all the Services for which Contractor has submitted an invoice of professional Services, Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice.
- 7.5.5 **Taxes.** City is a tax-exempt entity and may not be charged or invoiced for the payment of taxes for Services performed or any Deliverables provided under this Agreement.
- 7.6 **Contractor's Continuing Obligations.** Contractor's obligation to perform the Services and provide any Deliverables in accordance with the terms of the Agreement is absolute. Nothing, including without limitation, the following, will constitute an acceptance of Services or Deliverables not completed or provided in accordance with the Agreement: (1) approval of any progress; (2) final payment to Contractor; (3) documentation confirming acceptance of the Work by the City; (4) any payment by the City to Contractor under the Agreement; (5) any act of acceptance by the City; (6) any failure to do so; or (6) any correction of defective Services or Deliverables by the City.
- 7.7 **Unusual Costs:** The Contractor may petition the City at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. The Contractor's request must contain substantial proof and justification to support the any such need for the rate adjustment. The City may request from the Contractor and the Contractor must provide any additional information as may be reasonably necessary to assist the City in making its determination as to whether the adjustment may be granted. The City shall approve or deny any such request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information as may be required by the City. Any price redetermination must be based upon the documentation provided, and the City reserves the right to rescind any price relief granted if circumstances change and a decrease in

price is warranted.

- 7.8 **Non-appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of City is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the City due to non-appropriation will be without penalty or additional charge to the City. The City will not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in this Agreement. City's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the DeBary City Council for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.

8 PAYMENT OF SUBCONTRACTORS

- 8.1 **Payment.** Contractor shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from the City for such subcontracted Services or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from City.
- 8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall indemnify, defend, and hold the City harmless from and against any and all claims and actions from Contractor's subcontractors for payment for Services and Deliverables provided by its subcontractors in connection with this Agreement. Regardless of the foregoing, nothing in this Agreement creates or may be deemed to create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or ensure the payment of any moneys due to any subcontractor, except as may otherwise be required by law.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF CITY

- 9.1 **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, including its districts, authorities, separate units of government established by law, ordinance, or resolution, including its partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the City has agreed by contract to provide additional insured status, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the City.
- 9.2 In all claims against the City, Contractor's indemnification obligations are not limited in any way by any limitation on the amount or type of damages, compensation, or any benefits or insurance payable by or on behalf of the Contractor, including its employees, agents, contractors, or subcontractors.
- 9.3 **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Regardless of anything set forth in any section of this Agreement to the contrary, nothing in this

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

10 INSURANCE

Contractor shall provide insurance in accordance with the provisions and requirements of Part 9, Indemnification and Insurance Requirements of RFP# 07-21, which is attached hereto and incorporated herein as Exhibit A.

11 PERFORMANCE AND PAYMENT BONDS

- 11.1 As security for the faithful performance and payment of all of Contractor's obligations under the Contract, Contractor shall furnish Construction Performance and Payment Bonds in conformance with § 255.05, Florida Statutes, within seven days after a Notice to Proceed is issued. Such bonds must remain in effect at least until one year after the date when final payment becomes due, except as otherwise may be required by law or excused in writing by the City. Any such bonds must be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond.
- 11.2 Concurrently with an assessment of the damage immediately following a disaster event, the City, in consultation with the Contractor, will determine the Contractor's Scope of Services to be performed and an estimated dollar value of the work for the event, based upon the best data available at the time. The initial Task Order issued by the City for each specific event will require the Contractor to provide appropriate Performance and Payment Bonds, each equal in sum to the estimated dollar value of the work. If the value of the contracted work increases, the Contractor will be required to provide an updated Performance and Payment Bond in an amount equal to the new value.
- 11.3 Performance and Payment Bonds for each event must comply with all other requirements unless otherwise stated. If the catastrophic event diminishes after the notice to proceed is issued, a stop work order will be issued to cancel the Performance and Payment Bonds tied to such event. Performance and Payment Bonds for each event must comply with all other requirements unless otherwise stated. If the catastrophic event diminishes after the Event notice to proceed is issued, a stop work order will be issued to cancel the Performance and Payment Bonds tied to such event.

12 DAMAGES/LIQUIDATED DAMAGES

- 12.1 Damages: Due to the nature of the services to be provided and the potential impact to the City for loss, the Contractor cannot disclaim consequential or special damages related

to the performance of this Contract. The Contractor will be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

12.2 Liquidated Damages: If the Contractor fails to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the City, as liquidated damages, the following:

12.2.1 The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of start date issued by the City's Project Manager.

12.2.2 The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

12.2.3 The Contractor shall pay the City, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

12.2.4 The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

13 TERMINATION

13.1 The Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.

13.2 City may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor for convenience or non-appropriation.

13.3 Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to City.

13.4 Upon receipt of notice of termination by the City from Contractor or upon delivery of

notice of termination from the City to Contractor, Contractor shall:

- 13.4.1 Stop work under the Agreement on the date and to the extent specified in City's Notice of Termination.
- 13.4.2 Inform the City, in writing, of the extent to which performance is completed.
- 13.4.3 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Services under the Agreement that is in progress but not yet completed.
- 13.4.4 Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the right, title and interest of Contractor under the orders and subcontracts so terminated.
- 13.5 For all undisputed outstanding invoices submitted to the City prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 – Agreement Price and Compensation, and this Article 13 - Termination, the City shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the City for any sums Contractor claims to be owed by City under this Agreement for work performed from the last invoice to the effective date of termination. City will review such invoice for payment and pay any undisputed amount within forty five (45) days.
- 13.6 With the approval of the City and to the extent required by the City, the Contractor will settle all outstanding liabilities and all claims arising out of any termination of this Agreement. City's approval of such settlement will be final for all the purposes of a termination under this Article 13 - Termination. In addition, Contractor shall transfer title and deliver to the City, in the manner, at the times, and to the extent, if any, directed by the City of Deliverables, work-in-progress, reports, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- 13.7 If the Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the City of said breach, the City may take over the Services and complete the Services on its own or through another contractor, and Contractor will be liable to the City for any increased costs of the Project reasonably incurred by the City in completing the Contractor's unfinished Services. As such, City may apply unpaid Compensation due and owing to Contractor prior to the default as a set off against the costs incurred by the City for taking over such Services.
- 13.8 The right of termination provided to the City and Contractor herein will be cumulative of all other remedies available at law.
- 13.9 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

14 DISPUTE RESOLUTION

- 14.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best

efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 14, Dispute Resolution. Contractor and City Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues will be escalated to successive management levels as needed.

- 14.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 14.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding.
- 14.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.
- 14.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 14, Dispute Resolution, nothing herein will affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 13, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

15 CITY DATA

- 15.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Agreement constitute a public record, except to the extent any such record is exempt from disclosure or identified as confidential under Florida or federal law (e.g., Chapter 119, Florida Statutes). Contractor

agrees to maintain access to such records and keep and maintain such records after termination of this Contract to the extent required by applicable law.

- 15.2 THE ABOVE DUTIES AND OBLIGATIONS SURVIVE THE CANCELLATION, EXPIRATION, OR TERMINATION OF THIS CONTRACT.

16 LOCAL GOVERNMENT REQUIREMENTS

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-668-2040, AHatch@Debary.org, by mail, City Clerk, City of DeBary, 16 Colomba Road, DeBary, FL 32713.

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

- A. Keep and maintain public records required by the City to perform the services and work provided pursuant to this Contract.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the City all public records in the possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion or termination of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of the Contract, Contractor shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

- 16.2 **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of DeBary Code of Ordinances, and does not owe the City any past due debt. Any breach of the foregoing warranty and representation is a material breach of this Agreement, and the City shall have the right to terminate this Agreement therefore.
- 16.3 **Changes Due to Public Welfare.** The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law or ordinance.
- 16.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including, but not limited to, the Americans with Disabilities Act (ADA), including Titles I, II and III of the ADA as applicable; the Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the City and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree where such liability is attributable to an act or omission committed by the Contractor, including its representatives, subcontractors, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business

pursuant to this Agreement from the federal government, State of Florida, County of Volusia, or any municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

- 16.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by City, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For internet/web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The City will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the City is aware and Contractor will promptly correct such deficiencies. If the City, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the City, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all claims, sanctions, or penalties assessed against the City, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA with regard to any online or internet Services or products. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it will not discriminate against any member of the public, employee, or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.
- 16.6 **Drug Free Workplace.** The City of DeBary is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the City's policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.
- 16.7 **Employment of Illegal Aliens / E-Verify.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended. Contractor shall comply with § 448.095, Florida Statutes, effective January 1, 2021, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor. Furthermore, any subcontract Contractor enters into with a subcontractor to perform work or Services under this Agreement must contain the

following language: "The subcontractor must comply with § 448.095, Florida Statutes, and register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor on or after the effective date of this contract and thereafter during the remaining term of such contract." If Contractor fails to comply with the foregoing or § 448.095 or § 448.09(1), Florida Statutes, the City will take action as required by § 448.095(2)(c), Florida Statutes, which may include termination of this Agreement. If the City terminates this Agreement due to Contractor's or a subcontractor's failure to comply with § 448.095 or § 448.09(1), Florida Statutes, Contractor will be liable to the City for any additional costs or expenses incurred by the City as a result of the termination of this Agreement. Furthermore, Contractor agrees to indemnify, defend, and hold harmless the City from and against any fines, sanctions, or penalties levied against the City by a governmental agency arising from the Contractor's failure or alleged failure to comply with this paragraph, including, but not limited to, the City's loss or repayment of grant funds. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

- 16.8 **Equal Opportunity; Disadvantaged Business Enterprises.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, disability, or family status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 16.9 **Scrutinized Companies-FL Statute sections 287.135 and 215.473.** Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

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

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

Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

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

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

17.1.1 Overtime requirements. No contractor or subcontractor contracting for any part of the work under this Agreement, which may require or involve the employment of laborers or mechanics, may require or permit any such laborer or mechanic in any workweek in which he or she is employed to perform such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

17.1.2 Violation; liability for unpaid wages; liquidated damages. If any violation of subsection 17.1.1 Overtime requirements occurs, the Contractor and any subcontractor responsible therefore will be liable for the unpaid wages. In addition, such Contractor and subcontractor will be liable to the United States, for liquidated damages. Such liquidated damages will be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of subsection 17.1.1 Overtime requirements in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages as required by subsection 17.1.1 Overtime requirements.

17.1.3 Withholding for unpaid wages and liquidated damages. The City or State of Florida shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided for in subsection 17.1.2 Violation; liability for unpaid wages; liquidated damages.

17.1.4 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections 17.1.1 through 17.1.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 17.1.1 through 17.1.4 of this section.

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

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

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

17.3 **Suspension and Debarment.**

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

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

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

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

17.5 **Access to Records:**

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

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

17.5.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

17.5.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

17.5.4 In compliance with the Disaster Recovery Act of 2018, the City of DeBary and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17.6 **DHS SEAL, LOGO, AND FLAGS:** The Contractor may not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

17.7 **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17.8 **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17.9 **Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18 MISCELLANEOUS PROVISIONS

18.1 **Independent Contractor.** Contractor shall provide the services required herein strictly in an independent contractor relationship with the City and, except as otherwise expressly set forth herein, is not, nor may be, construed to be an agent or employee of the City. Nothing herein creates any association, partnership, joint venture or agency relationship between Contractor and the City. The City will not provide vehicles or equipment to Contractor to perform the duties required under this Agreement nor will the City pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Contractor is not exclusively bound to the City and may provide Services to other private and public entities, but agrees and covenants that any such service provided by Contractor or for such entities will not conflict or otherwise interfere with Contractor's provision of Services to the City under this Agreement.

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

and conditions. At no time will any city or municipality or other agency be obligated to place any order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any liabilities, costs, invoices, or bills incurred by any other city, municipality, or agency. Furthermore, each agency will independently manage its contractual relationship with the Contractor and issue its own purchase orders or task assignments to Contractor.

- 18.3 **Third Party Beneficiaries.** Neither Contractor nor City intends to directly, incidentally, or substantially benefit a third party via this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party is entitled to assert a claim against either of the parties based upon this Agreement.
- 18.4 **Waiver of Claims.** Once the Agreement expires, or final payment has been made, Contractor has no more than thirty (30) calendar days to present or file any claims against the City concerning the Agreement. After that period, the Contractor will be deemed to have waived any right to claims against the City concerning the Agreement.
- 18.5 **Safety.** Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all other applicable state labor laws, regulations, and standards. Contractor shall indemnify, defend, and hold harmless the City from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed against or upon the City due to the Contractor's, Subcontractor's, or supplier's failure to comply with the regulations.
- 18.6 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the parties designate the following:

In the case of City:	with a copies of legal notices to:
City of DeBary Attn: City Manager Address: 16 Colomba Road DeBary, Florida 32713 Phone: 386-668-2040	City of DeBary Attn: City Attorney Address: 16 Colomba Road DeLand, Florida 32713 Phone: 386-668-2040
In the case of Contractor:	with a copy of legal notices to:
DRC Emergency Services, LLC Attn: John R. Sullivan Address: 6702 Broadway Street Galveston, TX 77554 Phone: 504 482-2848	DRC Emergency Services, LLC Attn: Cogency Global, Inc. Address: 115 North Calhoun Street, Ste. 4 Tallahassee, FL 32301 Phone: 800 221-0102

18.7 **Assignment.** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining the City's prior written consent, which consent the City may withhold, limit, and/or condition in the City's sole discretion, including, but not limited to, requiring Contractor or his/her proposed successor in interest to post a new or revised performance bond, whichever is appropriate to ensure performance pursuant to this Agreement. Any consent by the City to assignment under this article must be by written Amendment to the Agreement in a form and substance specified by the City in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall provide the City with a written request for City's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the City assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle Contractor to the City's acceptance or approval of its request for assignment. Nothing herein shall preclude the right of the City to waive its rights under this Section but no waiver shall be granted by the City without a written and duly executed amendment to the Agreement.

18.8 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees

that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.

- 18.9 **Audit Right and Retention of Records.** The City shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, or as required by item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes), whichever provides for the longer retention period. Contractor shall, by written Agreement, require its subcontractors to agree: (i) to the requirements and obligations of this Article 18.9– Audit Right and Retention of Records, (ii) to be subject to applicable privacy and confidentiality laws and regulations, and (iii) to be subject to Contractor’s privacy and confidentiality policies and procedures. All audits must be performed at Contractor’s home office in Galveston, Texas. Nothing in this Article 18.9 – Audit Right and Retention of Records may require Contractor to violate any laws applicable to Contractor as a provider of Disaster Management Services.
- 18.10 **Location of City Data.** Contractor may not out-source any development and/or support for this Agreement or transfer any City Data outside the territorial limits of the United States of America, without the written approval of the City’s Contract Administrator.
- 18.11 *Intentionally left blank.*
- 18.12 **References to City or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference City in Contractor’s website, and/or press releases, and, may not place City’s name or logo on Contractor’s website or in collateral marketing materials relating to Contractor’s products and Services without prior review and written approval by City. Further, Contractor agrees that it may not use City’s name, logo or any trademarks (including in any press releases, customer “case studies,” and the like) without City’s prior written consent. Termination or expiration of this Agreement shall not affect Contractor’s obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

18.13 **Force Majeure.** Neither party will be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). *Due to the nature of this Agreement (i.e., debris removal, reduction, and disposal in the wake of a hurricane or other major storm event), the recent occurrence of a hurricane or major storm event does not qualify as a Force Majeure event excusing performance or delay under this Agreement.* Accordingly, the parties further agree that:

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

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

18.13.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

18.14 *Intentionally left blank.*

18.15 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement may not be deemed a waiver of such provision or a modification of this Agreement, nor may a waiver of any breach of a provision of this Agreement be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

18.16 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions will continue to be effective to the extent practicable unless City or Contractor elects to terminate this Agreement.

18.17 **Entire Agreement.** This Agreement contains the entire agreement between Contractor

and City. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

- 18.18 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement will, if in state court, be exclusively in the 7th Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and the City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.
- 18.19 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 18.20 **Survival.** Any provisions of this contract, including those pertaining to indemnity, warranties, dispute resolution, post-termination claims, maintenance of public records, and other matters in which the parties contemplate continuing obligations beyond the term of this Agreement survive the termination, cancellation, or expiration of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURE PAGE TO FOLLOW]

19 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Debris Removal, Reduction and Disposal on the date last written below.

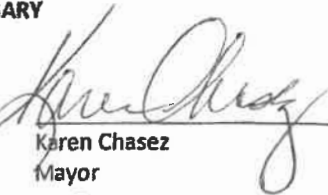
Attest:



Carmen Rosamonda
City Manager

Date: 2/17/22

CITY OF DEBARY

BY: 

Karen Chasez
Mayor

Date: February 16, 2022

Attest:



Signature

Lisa Walsh, Contracts Manager
Name and Title

Date: 1/24/2022

DRC EMERGENCY SERVICES, LLC

BY: 

Signature

Kristy Fuentes, Vice President, Secretary, Treasurer
[TITLE]

Date: 1/24/2022

CC Date: _____

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Second Reading of Ordinance No. 2022-23, Changing the Zoning on Approximately 2.09 Acres of Property, Located at 425 South Woodland Boulevard.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-23 , Exhibit A, Exhibit B - 425 South Planned Development Agreement , Exhibit A to PD, Exhibit B to PD, Z22-080 Staff Report - 425 S. Woodland (Jul), Z22-080 Zoning and Location Map, Z22-080 Aerial Map

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

The City Commission granted final approval on April 4, 2022 of the original PD from C-2 (General Commercial) and R-1(Single Family Residential) to 425 South PD. The applicant proposed to develop a 2-story office/business building and the associated parking, stormwater retention and open space on the property. The development will take place in a single phase of construction. As outlined in the development agreement, the permitted uses for this site are as follows: 1. Commercial building to include condominiums for retail, professional offices and related business uses; 2. Parking area for guest, employees and vendors; 3. Common area and sidewalks.

Since that time, the site plan has been amended slightly and includes the addition of a building to be used for storage by the applicant, which has resulted in a change to the size of the adjacent stormwater pond. The original parking count was 81 spaces and the updated plan includes a total of 80 spaces, resulting in a decrease of 1 space. The parallel parking spaces near the entrance were reduced to allow more open space at the entrance. As a result of the total building area being increased on the site, the impervious surface area has increased to 69.9%, which is still within the established limit of 72%.

At the August 15, 2022 City Commission meeting, the agreement was approved on first reading to amend the 425 South PD. The Planning Board recommended approval at their July 20, 2022 meeting with the conditions that the storage building only be one story and the design should be compatible with the main building.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the City Commission approve the request to amend the 425 South PD subject to revising the PD agreement to address the two Planning Board comments.

BACKGROUND/DISCUSSION:

The rezoning request was required because of the change to the site layout. As stated in the development agreement and required by the land development regulations, changes to an approved PD are required to go through a full rezoning process. The development agreement has been amended to reflect the changes proposed.

ORDINANCE NO. 2022 - 23

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE 425 SOUTH PLANNED DEVELOPMENT (PD), ON PROPERTY LOCATED AT 425 SOUTH WOODLAND BOULEVARD; APPROVING AN AMENDMENT TO A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 2.09 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Lee Munizzi, LAM Development, has filed for an amendment to the 425 South Planned Development (PD) of approximately 2.09 +/- acres of land located at 425 South Woodland Boulevard, which is more particularly described in the legal description attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the 425 South PD was approved by City Commission on April 4, 2022, City of DeLand’s Ordinance No. 2022-04; and

WHEREAS, the applicant desires to amend the 425 South PD to allow for the addition of a building to be used for storage; 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 Mixed Commercial 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 425 South PD, Planned Development Agreement of approximately 2.09 +/- acres of land located at 425 South Woodland Boulevard.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit “A” as 425 South PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation which were previously submitted for the 425 South 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 425 South 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 3rd day of October, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 15, 2022
Adopted on second reading: October 03, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF LOTS 7 AND 10, AND LOTS 1, 4, 5, 8, AND 9, EXCEPT THE EAST 150 FEET, BLOCK 19, HOWRYS ADDITION TO DELAND, ACCORDING TO THE MAP IN MAP BOOK 22, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND OR 5167, PG. 1563, AND OR 7455, PG. 2098.

1 "EXHIBIT B"

2 PLANNED DEVELOPMENT AGREEMENT

3 IN THE CITY COMMISSION OF THE

4 CITY OF DELAND, FLORIDA

5 IN RE: Case No. Z22-080, Application of

6 LAM Development, LLC

7 ORDINANCE # 23

8
9 ORDER AND RESOLUTION

10 GRANTING A REQUEST FOR CHANGE OF ZONING FROM C-2 AND R-1 TO

11 425 SOUTH PD (PLANNED DEVELOPMENT)

12
13 The application of LAM Development, LLC (hereinafter, "Applicant"), for rezoning
14 was heard by and before the City Commission, DeLand, Florida, on _____, 2022.
15 Based upon the verified Application and other supporting documents, maps, charts,
16 overlays, other evidence and instruments; the advice, report, and recommendations of
17 the Community Development, and other Departments and agencies of DeLand, Florida;
18 and the testimony adduced and evidence received at the Public Hearing on this
19 Application by the Planning Board on _____, 2022, and otherwise being fully
20 advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of LAM Development, LLC was duly and properly filed herein on [REDACTED] as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the applicant is the *Owner* of a **2.09-acre** (approx.) parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has complied with the concept plan provision as required by Land Development Regulations Ordinance # 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance # 2013-11, as amended.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit "A" from **C-2** and **R-1** to **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., 2022, AS FOLLOWS:

A. That the Application of LAM Development, LLC for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from **C-2** and **R-1** to **PD** as described in Article VII of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcel to the "**425 South**" PD.
3

4 D. That the City of DeLand Land Development Regulations Ordinance # 2013-
5 11, as amended, is consistent with the provisions of the "Development Agreement" as
6 hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance # 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 02-09, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement." The City of DeLand, will ensure overall compliance with this
11 Ordinance.
12

13 E. Unless otherwise provided for herein, the City of DeLand's Land
14 Development Regulations, Ordinance # 2013-11, as amended, shall apply to the 425
15 South PD in the same manner as proximate properties bearing a PD zoning classification
16 which are used for substantially the same purposes as this PD.
17

18 F. Nothing in this Ordinance shall abridge the requirements of any City of
19 DeLand Ordinance other than Ordinance 2013-11, as amended. Timing and review
20 procedures contained in this Order and Resolution may be modified to comply with the
21 City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.
22 Further, nothing in the Development Agreement is intended to abridge the requirements
23 of Ordinance No. 2013-11, as amended, and any other City Ordinances.
24

DEVELOPMENT AGREEMENT

A. Development Concept The property shall be developed as a PD substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

1. Planned Development Plan The Planned Development Plan shall consist of the Development Plan Map prepared by Engineered Permits, Inc. ("EPI Engineering") and dated October 18, 2021, as amended, and this development agreement. The Planned Development 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 to be minor amendments as set out in Ordinance No. 2013-11, as amended, shall require the review and recommendation of the Planning Board, review by the Fire prevention Division for code compliance, and action by the City Commission in the same manner as a rezoning of the parcel.

3. Subdivision Approval. **[intentionally omitted]**.

4. Final Site Plan Approval. After the Planned Development Plan is recorded, and prior to issuance of any permits for construction, including clearing (but not burning) and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article 12 of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

1 B. Unified Ownership. The Applicant or his successors shall maintain unified
2 ownership of the subject parcel until after issuance of the Final Site Plan Development
3 Order.

4
5 C. Phases of Development. There shall be only one (1) phase of development
6 for the subject project.

7
8 D. Land Uses Within the PD. The development of the parcel shall be consistent
9 with the uses prescribed for each area within the proposed PD. The location and size of
10 said land use areas are shown on the Development Plan Map, Exhibit "B". The following
11 land uses shall be allowed as permitted principal uses and structures along with their
12 customary accessory uses and structures:

- 13 (1) Commercial building to include condominiums for retail, professional
14 offices, and related business uses;
15 (2) Parking area for guests, employees, and vendors;
16 (3) Owner's parking garage and equipment storage building; and
17 (4) Common Area and sidewalks as depicted in Exhibit "B"—sidewalk to be
18 included within front landscape buffer as depicted in Exhibit "B"; and
19 (4) signage (as depicted in Exhibit "B") within the front landscape buffer.

20 E. Development Standards. The PD shall abide by and require compliance
21 with the following minimum site design regulations:

- 22 1. *Minimum lot area:* **2.08 Acres**
23 2. *Minimum lot width and/or depth:* **130 ft. x 452 ft.**
24 3. *Minimum yard size (building)*
25 a. *Front yard:* **20 ft.**

1	b. Rear yard:	25 ft. Abutting Residential
2	c. Side yard:	10 ft.
3	d. Waterfront yard:	N/A
4	4. Minimum floor area ratio:	16,674 sq. ft. / 90,514 sq.
5		ft = 0.184 FAR
6		
7	5. Maximum lot coverage:	72%
8	6. Maximum building height:	35 ft.
9	7. Landscape buffer requirements	
10	a. Front:	20 ft.
11	b. Side:	10 ft.
12	c. Rear:	20 ft.
13	8. Perimeter building setbacks:	10 ft.
14	9. Minimum building separation:	Per LDR
15	10. Off-street parking requirements:	Per LDR
16	11. Signage requirements:	Per LDR
17	12. Open Space and/or Common Area requirements meeting the Land	
18	Development Regulations Ordinance # 2013-11.	
19		

20 F. Environmental Considerations. The PD shall abide by and require
21 compliance with the requirements of the Land Development Regulations Ordinance #
22 2013-11, as amended.

24 G. Sewage Disposal and Potable Water. Provision for sewage disposal and
25 potable water needs of the PD will be provided in accordance with the Comprehensive
26 Plan, Ordinance No.1990-04, as amended, the Land Development Regulations
27 Ordinance No. 2009-09, as amended, and State of Florida Administrative Code 64E-6.

1 H. Stormwater Drainage. Provision for stormwater retention shall be in
2 accordance with the Land Development Regulations Ordinance # 2013-11, as amended.

3
4 I. Access and Transportation System Improvements. All access and
5 transportation system improvements shall be provided in accordance with the Land
6 Development Regulations, Ord. 02-09, as amended. The parcel shall be developed in
7 substantial accordance with the following access and transportation system
8 improvements:

9 1. Access. A full access driveway onto South Woodland Boulevard
10 shall service the subject site.

11 2. Transportation System Improvements. A full access driveway
12 approved by the Florida Department of Transportation ("FDOT") shall service the subject
13 site.

14 J. Internal Roadways. As depicted in Exhibit "B" - The general site plan
15 demonstrates the minimum internal roadway and parking area that is privately maintained
16 that will service the site.

17 K. Building or Property Owners Association. It is the intent of the Applicant to
18 create a Condominium Association for the PD. The charter and by-laws of said
19 Association and any other agreements, covenants, easements or restrictions shall be
20 furnished to the City of DeLand at the time of creation. The applicant shall be responsible
21 for recording said information in the Public Records of Volusia County, Florida. Also, the
22 applicant shall bear and pay all costs for recording all of the aforementioned documents.

23 With respect to the enforcement of said agreements, covenants, easements or
24 restrictions entered into between the applicant and the owners or occupiers of property

1 within the 425 South PD, the City of DeLand shall only enforce the provisions of the
2 "Development Agreement" and City of DeLand Land Development Regulations
3 Ordinance # 2013-11, as amended, whichever is applicable, and not the private
4 agreements entered into between the aforementioned parties.

5 L. Reverter Provision: The City Commission may rezone any portion of the
6 project which has not secured a Final Development Order on or before 5 years from the
7 effective date of this ordinance as may be necessary or appropriate to protect adjoining
8 properties or the public health, safety and welfare, unless the City Commission, for good
9 cause shown, shall extend the time period indicated in this paragraph.

10 M. Binding Effect of Plans; Recording; and Effective Date. The Planned
11 Development Plan, including any and all amendments shall bind and inure to the benefit
12 of the Applicant and his successor in title or interest. The PD zoning, provisions of the
13 "Development Agreement," and all approved plans shall run with the land and shall be
14 administered in a manner consistent with Article 12 of the City of DeLand Land
15 Development Regulations Ordinance # 2013-11, as amended.

16 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
17 Court and recorded within forty-five (45) days following execution of the document by the
18 City Commission, in the Official Records of Volusia County, Florida. One copy of the
19 document, bearing the book and page number of the Official Record in which the
20 document was recorded, shall be submitted to the Planning Department for placement in
21 the public file. The date of recording of this document shall constitute the effective date
22 of the PD or its subsequent amendments. The applicant shall pay all filing costs for
23 recording documents.

DONE and ORDERED by the City Commission, City of DeLand, Florida,
this ____ day of _____ (mo/yr).

ATTEST:

City Commission of DeLand Florida

Michael Plues
City Manager

Robert Apgar
Mayor

STATE OF FLORIDA
CITY OF DELAND

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

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

1
2 WITNESSES:
3
4

5 _____
6 Lee Munizzi,
7 as Manager for LAM Development, LLC
8 *Applicant's Name, Title & Corporation*
9

10 _____
11 *Applicant's Name, Title & Corporation*
12

13 _____
14 _____
15 *Owner of Property (if other than applicant)*
16
17
18
19

20 The foregoing instrument was acknowledged before me this _____ day
21 of _____, by LEE MUNIZZI, who is personally known
22 to me or who has produced Driver's License as identification.
23
24
25

26 NOTARY PUBLIC, STATE OF FLORIDA

27 Type or Print Name:

28 _____
29 Commission No.: _____

30 My Commission Expires: _____
31

32 *Revised September 27, 2022 u/p/zone/pd_doc*
33

EXHIBIT “A”

DEPICTION OF PARCEL

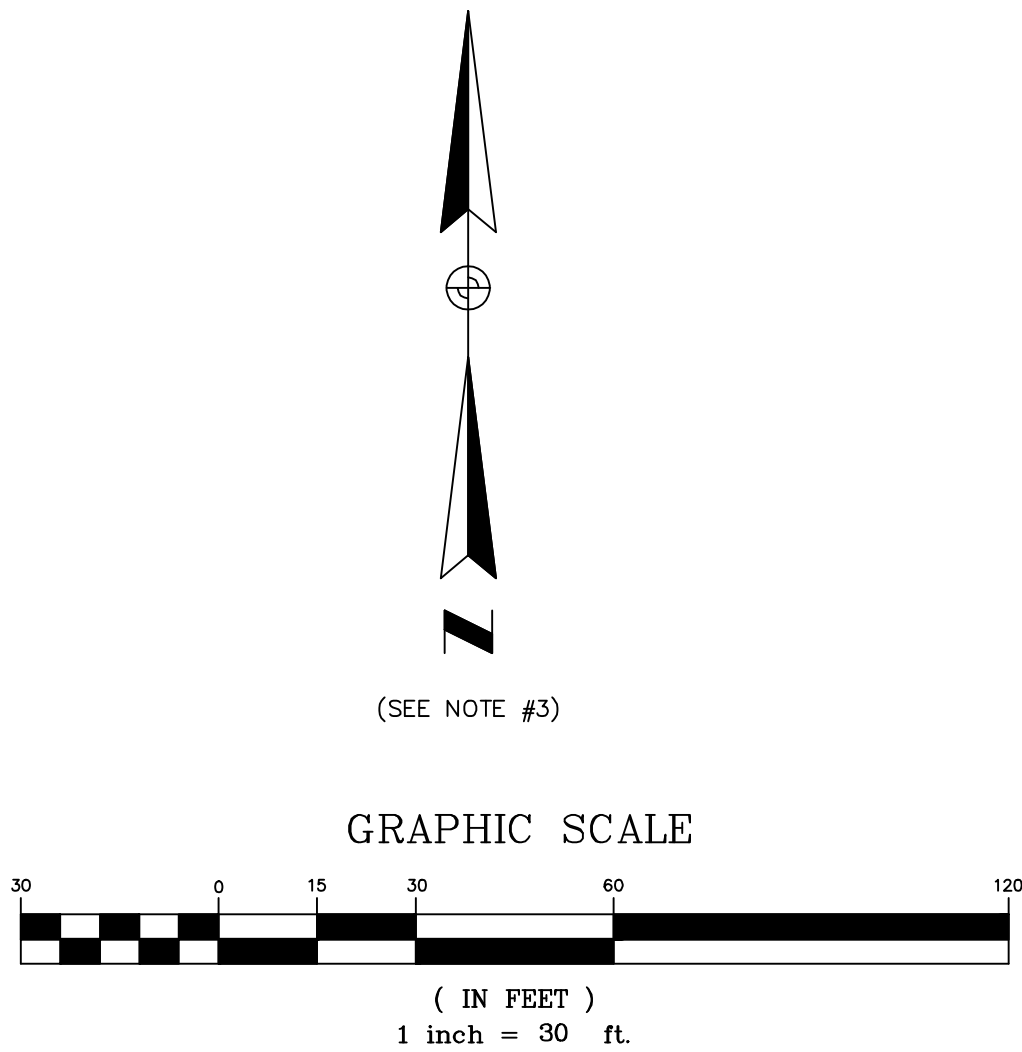
SECTION 16, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA

SURVEYOR'S NOTES

- 1.) SURVEYOR HAS NOT ABSTRACTED LANDS SHOWN HEREON FOR EASEMENTS, RIGHTS-OF-WAY, OR ANY OTHER MATTER OF RECORD WHICH MIGHT AFFECT THE TITLE OR USE OF SAID LANDS.
- 2.) NO UNDERGROUND INSTALLATIONS OR VISIBLE IMPROVEMENTS LOCATED OTHER THAN SHOWN.
- 3.) BEARINGS ARE BASED ON THE EAST R/W LINE OF WOODLAND BLVD. ASSUMED AS N.89°31'20"W. PER PAST.
- 4.) THE PROPERTY DESCRIPTION WAS PROVIDED TO THE SURVEYOR BY THE CLIENT.
- 5.) THE MONUMENTED AND OCCUPIED PROPERTY LINES WERE HELD TO FOR THIS SURVEY.
- 6.) THE SURVEYOR BELIEVES THAT IT SHOULD HAVE LESSED OUT THE EAST 175' NOT 150' DUE TO FIELD MEASUREMENTS.
- 7.) HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM FIRM, I HAVE DETERMINED THAT THE SUBJECT PROPERTY LIES IN ZONE "X", NOT A SPECIAL FLOOD AREA PER FIRM PANEL # 12127C0470 H, DATED 2/19/2014, VOLUSIA COUNTY, FLORIDA.

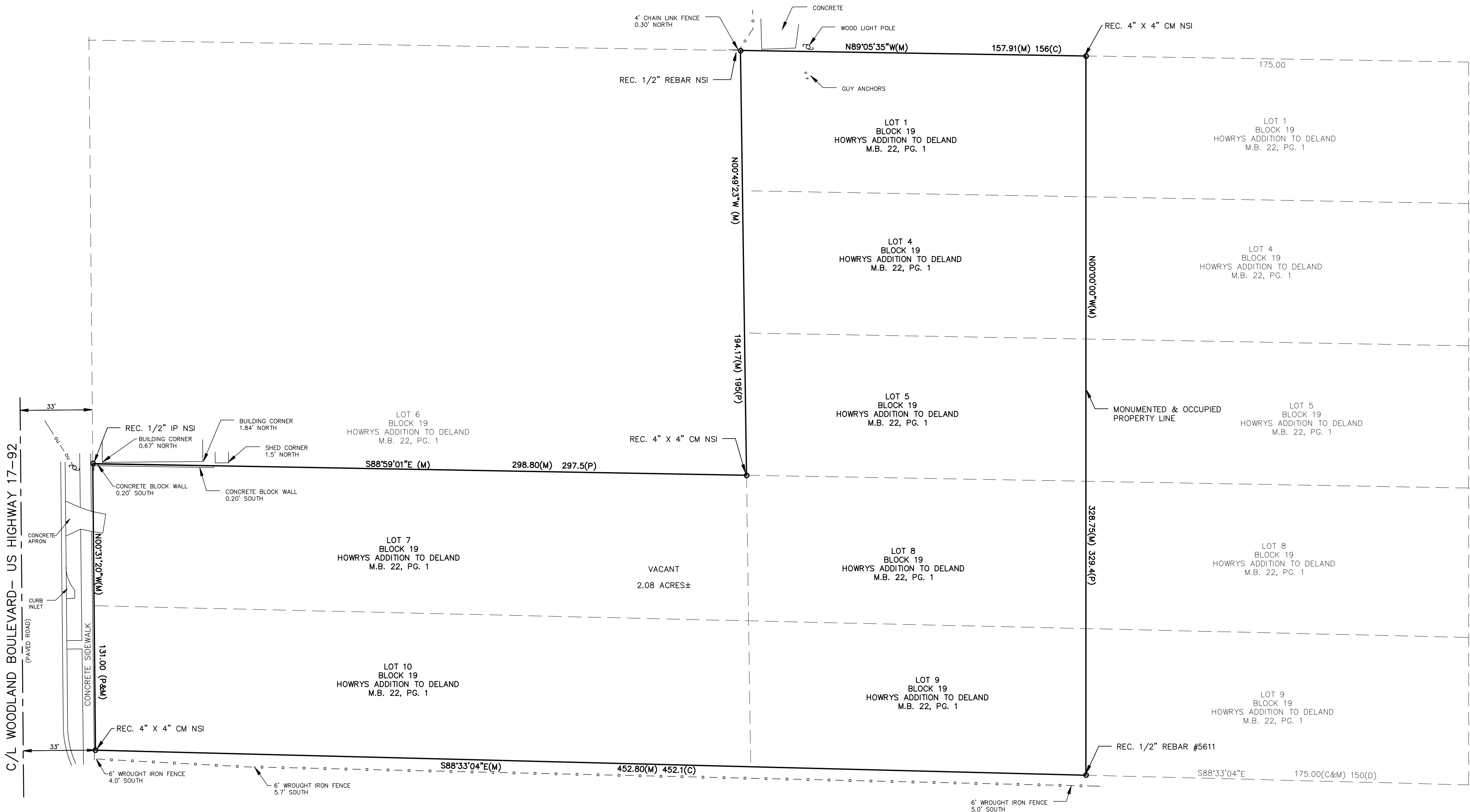
REAL PROPERTY DESCRIPTION

ALL OF LOTS 7 AND 10, AND LOTS 1, 4, 5, 8, AND 9, EXCEPT THE EAST 150 FEET, BLOCK 19, HOWRYS ADDITION TO DELAND, ACCORDING TO THE MAP IN MAP BOOK 22, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND OR 5167, PG. 1563, AND OR 7455, PG. 2098.



ABBREVIATION LEGEND

N = NORTH	O.R. = OFFICIAL RECORD
S = SOUTH	D.B. = DEED BOOK
E = EAST	P.O.B. = POINT OF BEGINNING
W = WEST	P.O.C. = POINT OF COMMENCEMENT
SEC. = SECTION	W/ = WITH
FND. = FOUND	P.L.S. # 3144 = PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3144
MONUMENT	TYP. = TYPICAL
COR. = CORNER	P.R.P. = PROPERTY
NO. = NUMBER	R = RADIUS
P.B. = PLAT BOOK	Δ = DELTA
PG. = PAGE	Δ L = ARC LENGTH
PP = PAGES	P.C. = POINT OF CURVATURE
REF. = REFERENCE	P.I. = POINT OF INTERSECTION
MEAS. = MEASURED	P.T. = POINT OF TANGENCY
INFO. = INFORMATION	TAN. = TANGENT
N.T.S. = NOT TO SCALE	C. = CHORD
C.L. = CENTER LINE	C.B. = CHORD BEARING
ELEV. = ELEVATION	R/W = RIGHT-OF-WAY
CONC. = CONCRETE	(T) = TOP OF CURB
INV. = INVERT	(B) = BOTTOM OF CURB
NO # = NO IDENTIFICATION	(A) = ACTUAL
NUMBER	(P) = PLAT
T. = TOWNSHIP	(D) = DESCRIPTION
R. = RANGE	(C) = COMPUTED
MSL = MEAN SEA LEVEL	CALC. = CALCULATED
U.T. = UNDERGROUND TELEPHONE	OCR # = CERTIFIED CORNER
W.L. = UNDERGROUND WATER LINE	RECORD NUMBER
W.L. = UNDERGROUND RECLAIMED WATER LINE	B.M. = BENCH MARK
R.C.P. = REINFORCED CONCRETE PIPE	O.U. = OVERHEAD UTILITY LINES
(O.F.T.) = DEPARTMENT OF TRANSPORTATION	C.M.P. = CORRUGATED METAL PIPE
(RAD.) = RADIAL	T.B.M. = TEMPORARY BENCH MARK
	LB # = LICENSE BUSINESS NUMBER
	(N.R.) = NON-RADIAL



CERTIFIED TO:

LAM DEVELOPMENT, LLC
RELIANT TITLE GROUP INC. dba VOLUISA TITLE SERVICES
CHICAGO TITLE INSURANCE COMPANY

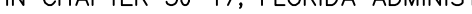
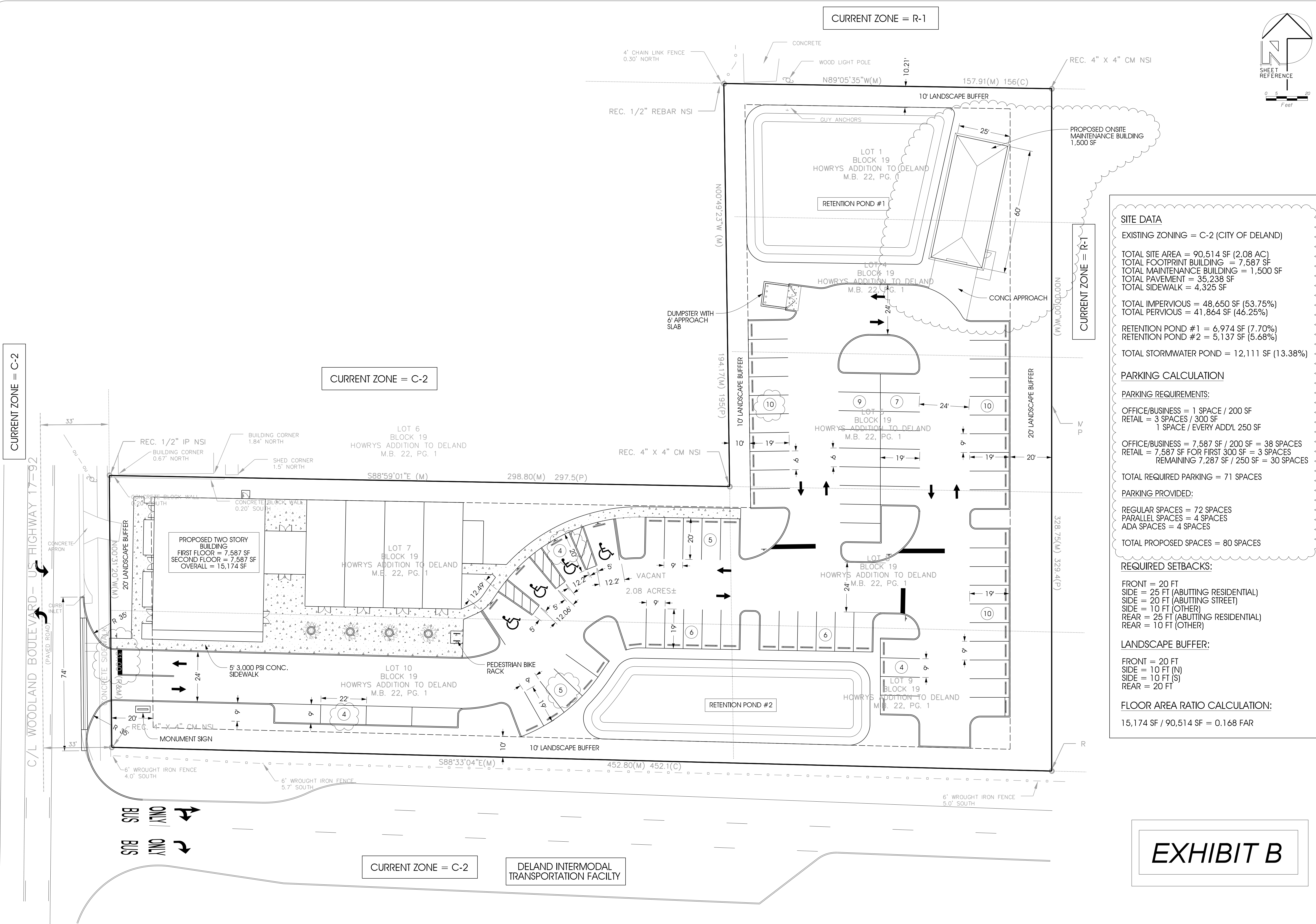
THIS IS TO CERTIFY THAT THIS SURVEY, AS SHOWN HEREON, MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  SCOTT BECHR, P.S.M. FLORIDA REGISTRATION NUMBER 5807 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.								 SCOTT'S SURVEYING SERVICES, INC. LB # 7442 8 S. HWY. 17-92, SUITE 8-A DEBARY, FLORIDA 32713 PH. (386) 668-7332 FAX 668-7337				BOUNDARY SURVEY FOR LAM DEVELOPMENT, LLC				PROJECT NUMBER: 18-65																													
DATE				REVISION				REVISED BY:				CHECKED BY:				COMPUTED BY: S.R.B.				DRAWN BY: S.R.B.				CHECKED BY: S.R.B.				FIELD BY: DATE: B.W. 4/24/18				VOLUSIA COUNTY,				FLORIDA				DATE: 4/26/18		SCALE: 1" = 30'		SHEET 1 OF 1	

EXHIBIT “B”

PLANNED DEVELOPMENT PLAN



SITE DATA

EXISTING ZONING = C-2 (CITY OF DELAND)

TOTAL SITE AREA = 90,514 SF (2.08 AC)

TOTAL FOOTPRINT BUILDING = 7,587 SF

TOTAL MAINTENANCE BUILDING = 1,500 SF

TOTAL PAVEMENT = 35,238 SF

TOTAL SIDEWALK = 4,325 SF

TOTAL IMPERVIOUS = 48,650 SF (53.75%)

TOTAL PERVIOUS = 41,864 SF (46.25%)

RETENTION POND #1 = 6,974 SF (7.70%)

RETENTION POND #2 = 5,137 SF (5.68%)

TOTAL STORMWATER POND = 12,111 SF (13.38%)

PARKING CALCULATION

PARKING REQUIREMENTS:

OFFICE/BUSINESS = 1 SPACE / 200 SF

RETAIL = 3 SPACES / 300 SF

1 SPACE / EVERY ADD'L 250 SF

OFFICE/BUSINESS = 7,587 SF / 200 SF = 38 SPACES

RETAIL = 7,587 SF FOR FIRST 300 SF = 3 SPACES

REMAINING 7,287 SF / 250 SF = 30 SPACES

TOTAL REQUIRED PARKING = 71 SPACES

PARKING PROVIDED:

REGULAR SPACES = 72 SPACES

PARALLEL SPACES = 4 SPACES

ADA SPACES = 4 SPACES

TOTAL PROPOSED SPACES = 80 SPACES

REQUIRED SETBACKS:

FRONT = 20 FT

SIDE = 25 FT (ABUTTING RESIDENTIAL)

SIDE = 20 FT (ABUTTING STREET)

SIDE = 10 FT (OTHER)

REAR = 25 FT (ABUTTING RESIDENTIAL)

REAR = 10 FT (OTHER)

LANDSCAPE BUFFER:

FRONT = 20 FT

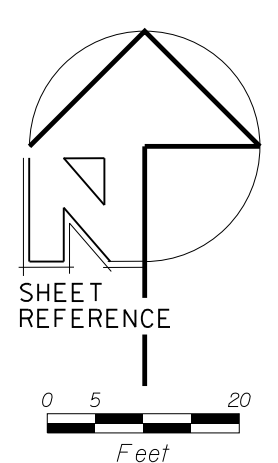
SIDE = 10 FT (N)

SIDE = 10 FT (S)

REAR = 20 FT

FLOOR AREA RATIO CALCULATION:

15,174 SF / 90,514 SF = 0.168 FAR



ENGINEERING	PLANNING	DESIGN	PERMITTING																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
PROJECT: 425 S. WOODLAND BLVD. SHEET TITLE: CONCEPT PLAN 5 REVISIONS:<table><thead><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>1</td><td>6-14-2022</td><td>GMT</td><td></td><td>REVISED PERFORMENTS</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></</tr></tbody></table>				NO.	DESCRIPTION	DATE	BY	DESCRIPTION	1	6-14-2022	GMT		REVISED PERFORMENTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
NO.	DESCRIPTION	DATE	BY	DESCRIPTION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
1	6-14-2022	GMT		REVISED PERFORMENTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											

EXHIBIT B

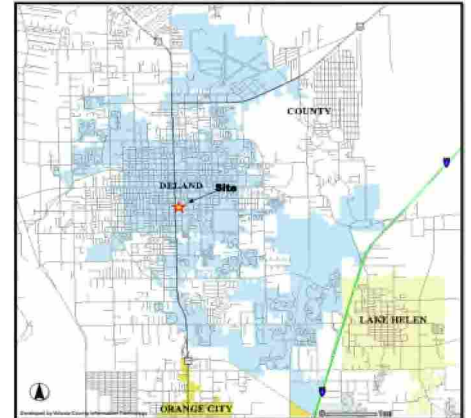
**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

July 20, 2021

A. APPLICATION NO.: Z22-080 425 S. Woodland,
LAM Development

APPLICANT: Lee Munizzi, LAM Development

REQUEST: The applicant is requesting to amend the 425
South PD agreement



APPLICABLE ORDINANCES:

Article XII

ADMINISTRATION AND ENFORCEMENT

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

Location: 425 S. Woodland Blvd. (parcel id. 701601190070)

Parcel Size: 2.09 ± acres

Existing Use: Vacant, undeveloped

B. ANALYSIS:

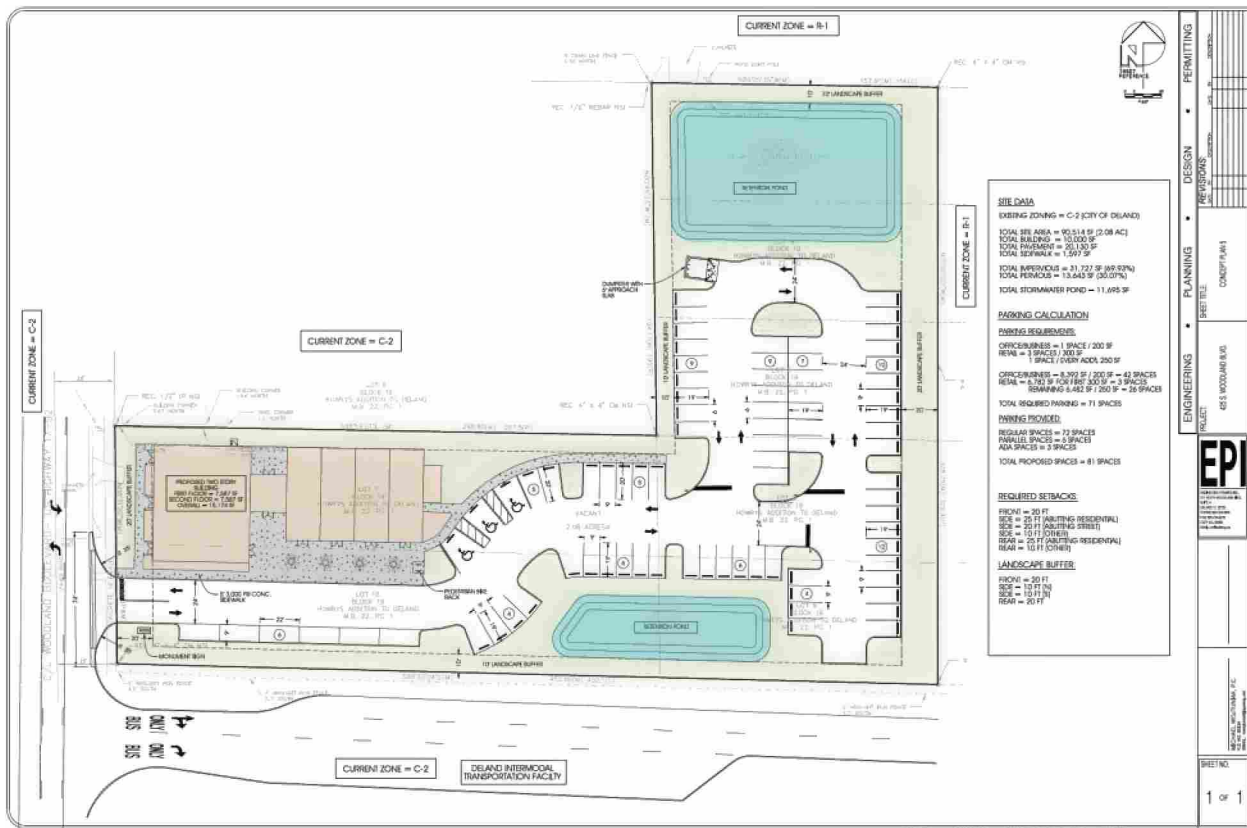
At the July 21, 2021 Planning Board meeting the applicant requested to rezone this parcel from C-2 (General Commercial) and R-1 (Single Family Residential) to 425 South PD. The applicant proposes to develop a 2-story office/business building and the associated parking, stormwater retention and open space on the property. The development will take place in a single phase of construction. As outlined in the development agreement the permitted uses for this site are as follows:

1. Commercial building to include condominiums for retail, professional offices and related business uses;
2. Parking area for guest, employees and vendors;
3. Common area and sidewalks.

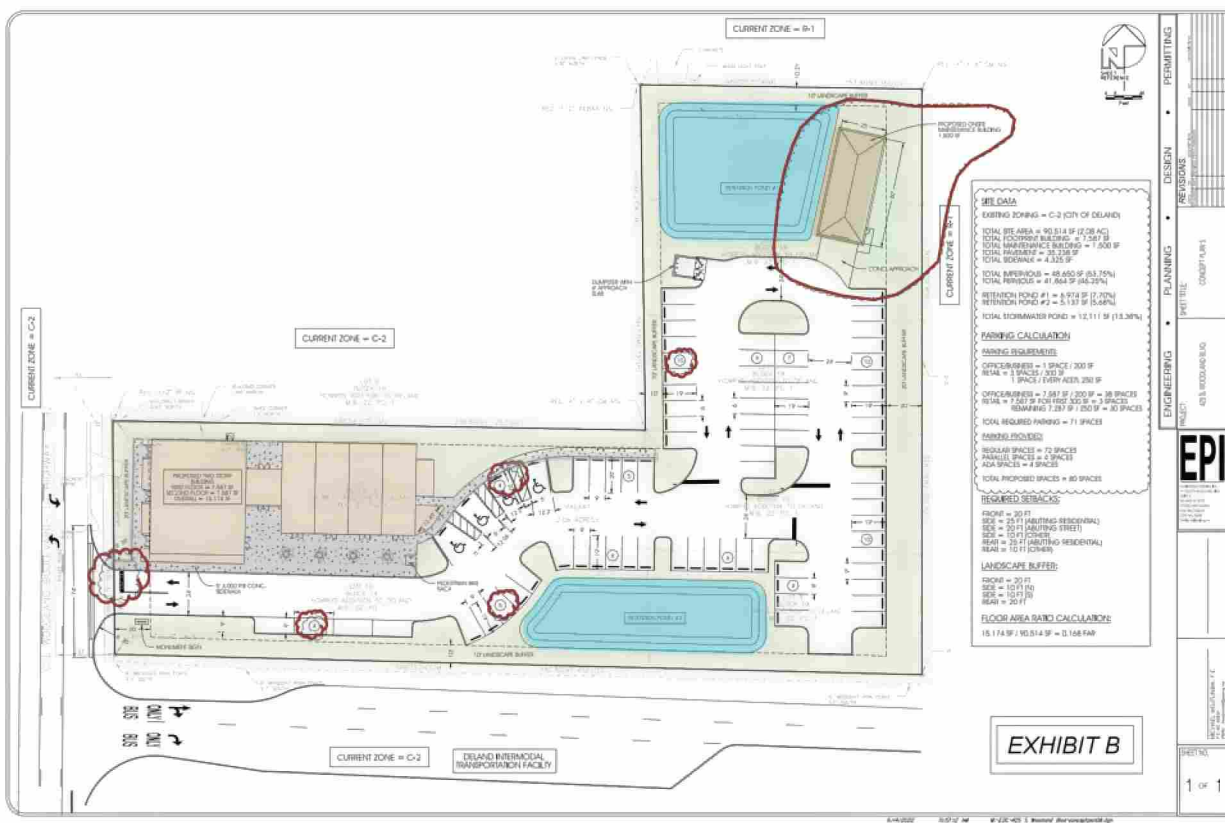
The City Commission granted final approval on April 4, 2022.

Since that time the site plan has been amended slightly and includes the addition of a building to be used for storage which has resulted in a change to the size of the adjacent stormwater pond. The original parking count was 81 spaces and the updated plan contains a total of 80 spaces resulting in a decrease of 1 space. As a result of the total building area being increased on the site, the impervious surface area has increased to 69.9% which is still within the established limit of 72%.





Previously approved site layout



Proposed site layout



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?

It was established during the original review that the proposed PD zoning designation is consistent with and permitted within all the established Land use designations for the City of DeLand and a land use amendment would not be necessary.

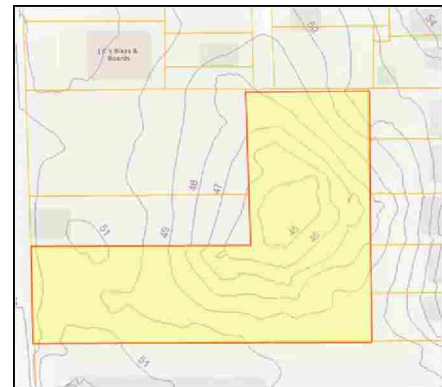
The additional rezoning request was required because of the change to the site layout. As stated in the development agreement and required by the land development regulations, changes to an approved PD are required to go through a full rezoning process. The development agreement has been amended to reflect the changes proposed.

As shown in the following table, the development parameters have remained unchanged since approval of the original PD.

	Original PD	Updated PD
Min. lot area	90,605 sf	90,605 sf
Min. width	130 (452)	130 (452)
Setbacks:		
Front	20	20
Rear	25 ft (resid.)	25 ft (resid.)
Side	10 ft (resid.)	10 ft (resid.)
Side-St.	n/a	n/a
Max. lot coverage	72%	72%
Max. bldg. height	35 ft	35 ft

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

Rezoning of the property will only amend the permitted uses of the property by permitting additional building area, however 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 addition of the building will not impact the economy in that it will be used to store items owned by the property owner and not available for general public use.

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

No new services are anticipated to be required because of this rezoning action.

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 downtown area is experiencing growth and development of this property is a response to the overall changes in the area.

6. Was there a mistake in the original classification?

There was no mistake in the classification of this property as a planned development. The applicant simply wished to add the storage building which required the rezoning action.

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

The proposal will not affect the value of the area.

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

The rezoning request will not adversely impact health, safety or welfare. As stated previously, the impervious surface area has increased, but it remains within the acceptable limits.

C. CONCLUSION:

The change made to the approved development agreement was enough to warrant review by the Planning Board and approval by the City Commission. It is also in keeping with the original agreement and will not adversely impact the overall development.

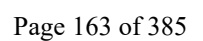
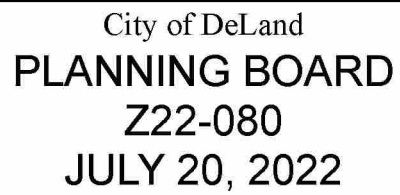
D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission with a recommendation of approval for the rezoning request.



City of DeLand
PLANNING BOARD
Z22-080
JULY 20, 2022





CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Second Reading of Ordinance No. 2022-24, Annexing 4.66 Acres of Property Located at 475 South Blue Lake Avenue (The Oaks Phase III).

DEPARTMENT: Planning

PREPARED BY:

ATTACHMENTS: ORD-2022-24 , Exhibit A, Exhibit B, AN21-065 Staff Report, AN21-065 Aerial Map, The Oaks Phasing Plan, Survey - Phase III

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

This is the first of five applications on the agenda related to The Oaks Mobile Home Community.

BACKGROUND:

This application is part of an expansion of The Oaks Mobile Home Community. There are a total of five applications on this agenda that involve this expansion. Each application has gone through First Reading but on different dates. Staff requested the applications to be grouped together on the same agenda so that the Commission could see the entire development.

The Oaks Community is an age-restricted mobile home park. Over the years, the owner of The Oaks has been acquiring property and expanding the mobile home park. A multi-phased development plan was created, and includes five phases of expansion. As of today, Phase I & II are completely built out; Phase III is vacant and in unincorporated Volusia County; Phase IV is under construction; and Phase V is also vacant and in unincorporated Volusia County. Because the mobile home park has expanded and developed over time, the land use and zoning categories of the phases are inconsistent, and this has created much confusion. At this time, the applicant wishes to annex two unincorporated parcels (Phases III & V), assign them each an appropriate City land use designation, and then unify all five phases of development under a single PD zoning district.

TIMELINE:

On August 16, 2021, the City Commission approved, on First Reading, the annexation for Phase III of The Oaks Mobile Home Community. At that same meeting, the City Commission also voted to approve, on First Reading, the concurrent land use application for Phase III.

On June 6, 2022, the City Commission approved, on First Reading, the annexation of Phase V of The Oaks Mobile Home Community. At that same meeting, the City Commission also voted to approve, on First Reading, the concurrent land use application for Phase V. Additionally, a First Reading was held for a rezone of the entire Oaks Community and also approved. The PD unified all phases of development into a single PD, known as "The Oaks Community Expanded PD 2022".

On this evening's October 3, 2022, City Commission meeting agenda, all five of the applications described above will go before the City Commission for their Second Reading. The order will be as follows:

1. **AN21-065 Phase III** (This is the first of five applications on the agenda)

2. AN22-066 Phase V
3. SMLU21-067 Phase III
4. SMLU22-067 Phase V
5. Z22-040 Unified rezone of all five phases

PROJECT DESCRIPTION:

The applicant, Michael Wojtuniak, P.E. for owner AMICORP, Inc. has requested annexation of 4.66 acres located at 475 S. Blue Lake Avenue. The proposed annexation consists of a single, residential parcel and half of the adjacent S. Blue Lake Ave. right-of-way, located at its intersection with the eastern terminus of E. Euclid Ave. The parcel has an existing single-family house onsite, which will remain, while the remainder of the subject property is to be developed as part of the adjacent “The Oaks” mobile home community.

The City’s guidelines for annexation require a property be sufficiently copntiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property is contiguous to the City of DeLand to the north by +/-630.67 ft.; to the south by +/- 635.71 ft.; and to the east by +/- 320.76 ft. It also meets the other requirements as stated.

The annexation application is to be reviewed concurrently with the change of land use application (SMLU21-067).

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth principles: Strategies: Annexation ; *Action Steps:* 1. Require contiguous properties to annex, 2. Continue to review annexations from a business plan perspective.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The property will be added to the City's tax revenue as it develops, along with an increase demand for services.

RECOMMENDATION:

It is recommended that the City Commission approve the annexation of this property into the City limits of DeLand on Second Reading.

BACKGROUND/DISCUSSION:

This is the first of five applications on the agenda that are related to The Oaks Mobile Home Community.

ORDINANCE NO. 2022 – 24

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING APPROXIMATELY 4.66 ACRES OF PROPERTY LOCATED AT 475 SOUTH BLUE LAKE AVENUE; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTY; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Michael Wojtuniak, P.E., on behalf of the owner, AMICORP, Inc., submitted a petition for annexation of approximately 4.66 acres of land located at 475 S. Blue Lake Avenue; and

WHEREAS, the property to be annexed consists of a single, residential parcel and half of the adjacent S. Blue Lake Ave. right-of-way; and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand, on the north, south, and east, will not create an enclave if annexed, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Michael Wojtuniak, P.E., on behalf of the owner, AMICORP, Inc, totaling approximately 4.66 acres of land located at 475 South Blue Lake Avenue, is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

See legal description attached hereto as Exhibit “A”

Parcel Identification No. 7014-00-00-0280

Section 2. The boundary lines of the City of DeLand are hereby changed and redefined to include the land described in Section 1 above and depicted on the map attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 P.M., on October 3, 2022, after notice published in accordance with Florida Statutes Section 171.044.

Section 4. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 3rd day of October, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 16, 2021
Adopted on second reading: October 03, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DESCRIPTION: (PER ORB 1890 PG. 1943)

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4,
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF THE
PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

ALSO DESCRIBED AS FOLLOWS:

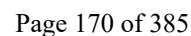
DESCRIPTION: (CREATED BY SURVEYOR)

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4,
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA
COUNTY, FLORIDA,
LESS ROAD RIGHT-OF-WAY AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS;

COMMENCE AT A "T-BAR" AND CAP # 1701 MARKING THE
SOUTHWEST CORNER OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14;
THENCE RUN N88°16'32"E,
ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SAID SECTION
14, A DISTANCE OF 30.04 FEET TO A 4" BY 4" CONCRETE
MONUMENT AT THE INTERSECTION
WITH THE EAST RIGHT OF WAY LINE OF BLUE LAKE AVENUE, (A
30.00 FOOT RIGHT OF WAY AS
MONUMENTED AND OCCUPIED); THENCE RUN N00°24'51"E,
ALONG SAID EAST RIGHT OF WAY, A
DISTANCE OF 321.17 FEET TO A "T-BAR" WITH NO
IDENTIFICATION MARKING THE INTERSECTION
WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST
1/4 OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE RUN
N88°18'30"E, ALONG THE NORTH
LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF THE NORTHWEST

1/4 OF SAID SECTION 14, A DISTANCE OF 630.57 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION WITH THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE RUN S00°30'04"E, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 320.76 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE RUN S88°16'32"W, ALONG THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 635.71 FEET TO THE POINT OF BEGINNING.

**CURRENT
THE OAKS MHP
PROPERTY**



**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

July 21, 2021

APPLICATION: AN21-065

1. **Requested Action:** Annexation of a residential parcel
2. **Location:** 475 S. Blue Lake Ave.
3. **Petitioner:** Michael Wojtuniak, P.E., EPI Inc.
4. **Owner:** AMICORP, Inc.
5. **Size of parcel(s):** ± 4.66 acres
6. **Parcel ID:** 7014-00-00-0280
7. **Land Use Designation & Zoning of Subject Property:**
Future Land Use: Volusia County: Urban Low Intensity

Existing Zoning: Volusia County: R-4 – Urban Single-Family Residential

Existing Use: Single-family residence
8. **Surrounding Land Use & Zoning:**

	LAND USE	ZONING
North:	Medium Density Residential	R-1B; R-M
South:	Low Density Residential	R-1AA
East:	Medium Density Residential	R-M
West:	Urban Low Intensity (VC)	R-4 (VC)

9. Physical Characteristics: The proposed annexation consists of a single, residential parcel and half of the adjacent S. Blue Lake Ave. right-of-way, located at its intersection with the eastern terminus of E. Euclid Ave. The parcel has an existing single-family house onsite, which will remain, while the remainder of the subject property is to be developed as part of the adjacent “The Oaks” mobile home community. The parcel is located within FEMA FIRM Zone “X” and outside of the 500-year floodplain.

10. Public Services & Utilities: The City’s Utilities Department states that there is an 8” water main running along S. Blue Lake Ave., adjacent to the subject property; and a 6” main internally serving The Oaks community. An 8” gravity sewer main is also available through an internal

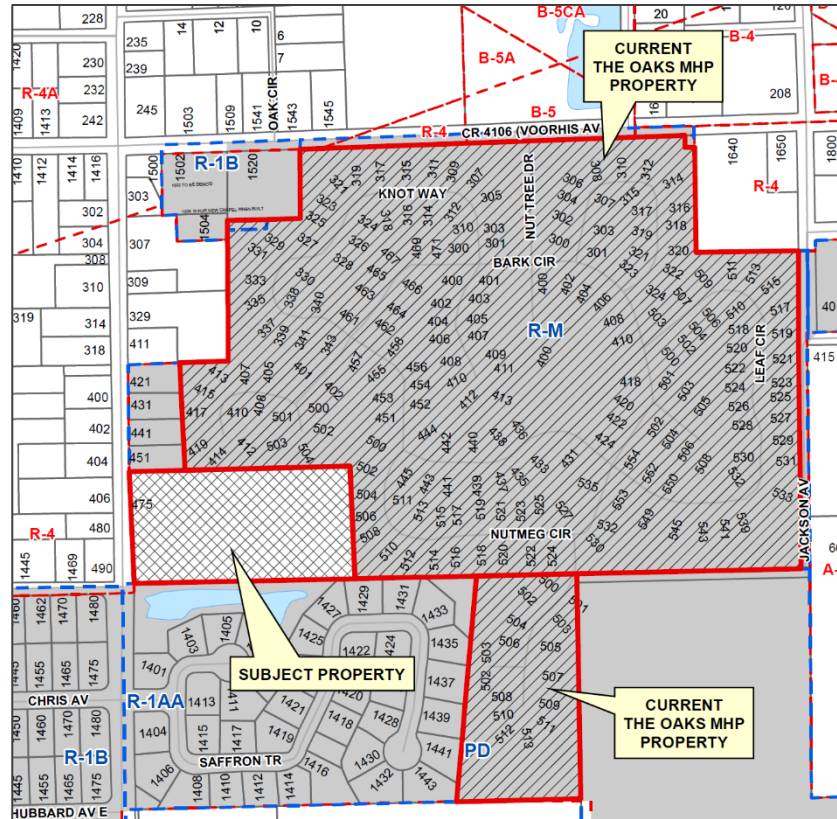
connection with The Oaks. The property is located within Police Patrol Zone 5, and service is available to the site with an approximate response time of 5 minutes. The Fire Department states that adequate fire protection can be provided and response time is approximately 3 minutes. The County of Volusia has responded that there are no current code enforcement actions or liens associated with the property; however, an expired building permit (#20130626027) for a carport & slab was identified.

11. Growth Management Plan Consistency: The owner of the existing 204-unit, age-restricted mobile home park to

the east of the subject property is desiring to annex the additional parcel of land into the City of DeLand with the intent of developing the property with an additional 12 mobile home units. The parcel is surrounded on three sides, to the north, south, and east; by the corporate limits of DeLand. Applications to change to city land use (#SMLU21-067) and for a Planned Development (#Z21-073) have also been submitted.

12. Analysis: The City's guidelines for annexation require a property be sufficiently **contiguous** to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be **reasonably compact**, **not circuitous**, and **does not create an enclave**. The subject property is contiguous to the City of DeLand to the north by +/- 630.67 ft.; to the south by +/- 635.71 ft.; and to the east by +/- 320.76 ft. It also meets the other requirements as stated.

Recommendation: The annexation of this property will not create an enclave for either the City or the County; therefore, Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval, subject to the closing out of the expired permit.



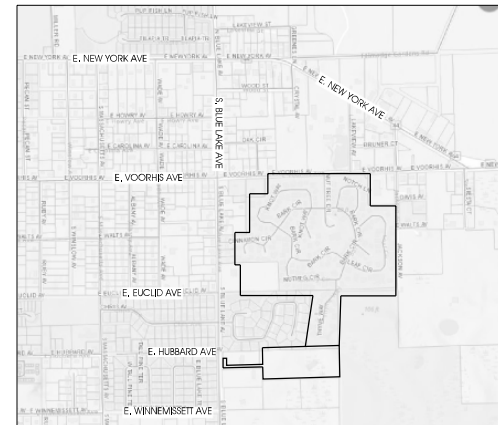
Based upon the concurrency requirements of the State of Florida and the City's concurrency management plan, as adopted in Article 5, Sec. 33-41 of the Land Development Regulations, approval of the proposed annexation does not automatically provide vested development rights. At the time the developer applies for a development permit, adequate infrastructure must exist to support the proposed development. If such infrastructure does not exist, the developer may be required to incur additional expense to ensure that the necessary infrastructure is provided.

L:\SR\2021\SR-AN21-065 475SBlueLakeAve.docx



City of DeLand
PLANNING BOARD
AN21-065
JULY 21, 2021





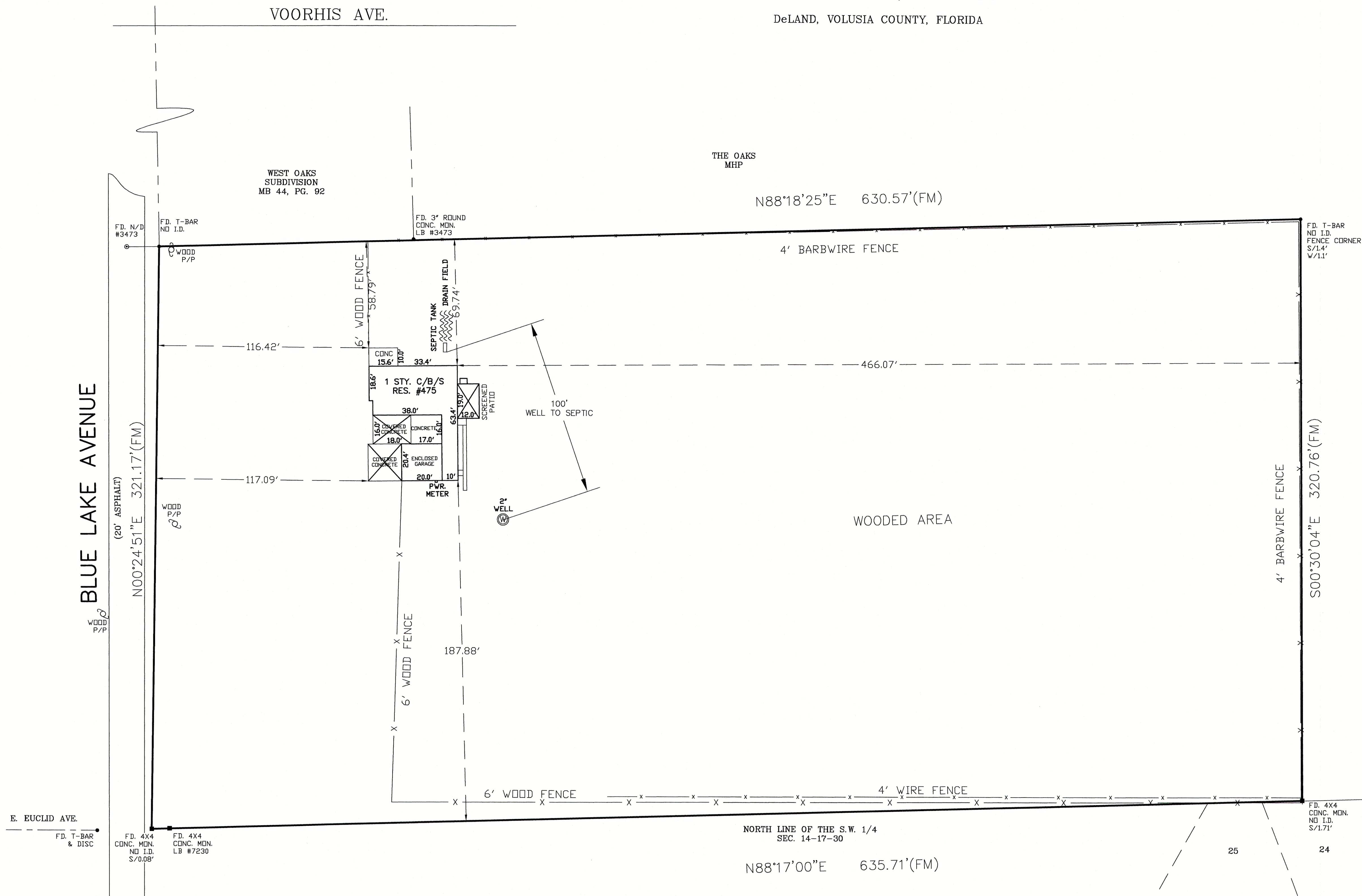
LOCATION MAP
SCALE: NTS



SCALE: NTS

[illegible]

*****THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL J. WOJCIUNIAK, P.E. ON 4/1/2022. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES, UNLESS THE RAISED SEAL HAS BEEN UTILIZED. ***



ABBREVIATIONS:

A/C = AIR CONDITIONER
CALC. = CALCULATED
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CONC. = CONCRETE
C/S = CONCRETE SLAB
CB = CONCRETE BLOCK
CBS = CONCRETE BLOCK WITH STUCCO
(O) = DEED OR DESCRIPTION
DLT = DELTA OR CENTRAL ANGLE
D/U = DRAINAGE AND UTILITY EASEMENT
E/P = EDGE OF PAVEMENT
ESMT = EASEMENT
ELEV. = ELEVATION
F.F. = FINISHED FLOOR
FD. = FOUND
FM. = FIELD MEASURED
IP = IRON PIPE
IR = IRON ROD
IR&C = IRON ROD AND CAP
LS# = LAND SURVEYOR NUMBER
LB# = LAND SURVEYOR BUSINESS NUMBER
N/D = NAIL AND DISK
N/W = NAIL AND WASHER
N/W = NAIL AND WASHER
O/L = ON PROPERTY LINE
O/H = OVERHANG
O/E = OVERHEAD ELECTRIC LINE
O.R. = OFFICIAL RECORDS BOOK
PS. = PAGE
(P) = PLAT (MAP) DIMENSION
P/P = POWER POLE
P.C. = POINT OF CURVATURE
P.F.F. = PROPOSED FINISHED FLOOR
P.O.B. = POINT OF BEGINNING
P/L = PROPERTY LINE
R/W = RIGHT-OF-WAY
S/T = SEPTIC TANK
TYP. = TYPICAL
L = LENGTH OF CURVE
R = RADIUS
Δ = CENTRAL ANGLE
CB = CHORD BEARING
S.F. = SQUARE FEET
W/F = WOOD FENCE
W/M = WATER METER

1" = 30'
GRAPHIC SCALE
0 15 30 60

THE OAKS
MHP

DESCRIPTION: (PER ORB 1890 PG. 1943)

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

NOTES:

THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
9. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
10. SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY COMMUNITY #125155, PANEL #12127C0470 H, DATED 2/19/2014. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.

EFIRD SURVEYING GROUP, INC.

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

Boundary Survey

Survey Date: 1/30/2021
Drawing Number: 21-0047
Scale: 1"=30'
Drawn By: LE JR

For: AMICORP, INC.

475 S. BLUE LAKE AVE, DeLand

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 4819-6, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LARRY R. EFIRD, JR.
Professional Surveyor & Mapper
No. 6823

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Second Reading of Ordinance No. 2022-25, Annexing 6.73 Acres of Property Located on the East Side of South Blue Lake Avenue, South of Saffron Trail. (The Oaks Phase V).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-25 , Exhibit A - Legal Description, Exhibit B - Zoning Map, AN22-066 Survey, AN22-066 Staff Report, AN22-066 Aerial Map

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

This application is the second of five applications on the agenda related to The Oaks Mobile Home Community.

BACKGROUND:

The First Reading was held on June 6, 2022, where the City Commission voted to approve the annexation of Phase V of The Oaks Mobile Home Community (AN22-066).

PROJECT DESCRIPTION:

The applicant, Michael Wojtuniak, P.E. for owner AMICORP, Inc. has requested annexation of 6.73 acres of property. The proposed annexation consists of a vacant, heavily wooded parcel, south of The Oaks Community.

The City's guidelines for annexation require a property to be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property is contiguous to the City of DeLand to the north by ± 857 ft. and to the east by ± 325 ft. It also meets the other requirements as stated.

The annexation application is to be reviewed concurrently with the change of land use application (SMLU22-067), also on this agenda.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's Strategic Plan: "To manage growth, the City will need to institute a number of smart growth principles. For reasons of both identity and governmental efficiency, an annexation is required which will 'square off' the City's boundaries." Approval of this request will further the City's goals to annex contiguous properties in order to ensure quality growth within the City limits.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Inclusion of this property onto the City's tax rolls will increase funds toward City services.

RECOMMENDATION:

It is recommended that the City Commission approve the annexation of this property into the City limits of DeLand on Second Reading.

BACKGROUND/DISCUSSION:

This is the second of five applications on the agenda that are related to The Oaks Mobile Home Community.

ORDINANCE NO. 2022 - 25

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING A PARCEL OF LAND TOTALING APPROXIMATELY +/- 6.73 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF SOUTH BLUE LAKE AVENUE, SOUTH OF SAFFRON TRAIL; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, Michael Woods, Esq, on behalf of the owner, Amicorp, Inc., submitted a petition for annexation of approximately +/- 6.73 acres of land located on the east side of South Blue Lake Avenue, south of Saffron Trail; and

WHEREAS, the parcel to be annexed is undeveloped and heavily wooded; and

WHEREAS, the area to be annexed is contiguous to the boundaries of the City of DeLand to the north and to the east, Volusia County is agreeable to the request as it will reduce the size of the enclave, if annexed, is reasonably compact, is not circuitous, and otherwise meets the requirements of *Chapter 171, Florida Statutes*.

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

Section 1. The following described land in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, Michael Woods, Esq., on behalf of the owner, Amicorp, Inc., totaling approximately +/- 6.73 acres, located on the east side of South Blue Lake Avenue, south of Saffron Trail is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

See legal description(s) attached hereto as Exhibit “A”

Parcel Identification No. 701400000216

Section 2. The boundary lines of the City of DeLand are hereby changed and redefined to include the lands described in Section 1 above and depicted on the map attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 3. The City Commission finds that a public hearing has been held on this Ordinance prior to adoption in the Commission Chambers, City Hall, 120 S. Florida Avenue, DeLand, Florida, at 7:00 P.M., on October 3, 2022, after notice published in accordance with Florida Statutes Section 171.044.

Section 4. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 3rd day of October, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: June 06, 2022
Adopted on second reading: October 03, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DESCRIPTION: (PARCEL 2)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7201, PAGE 4186, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LYING IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

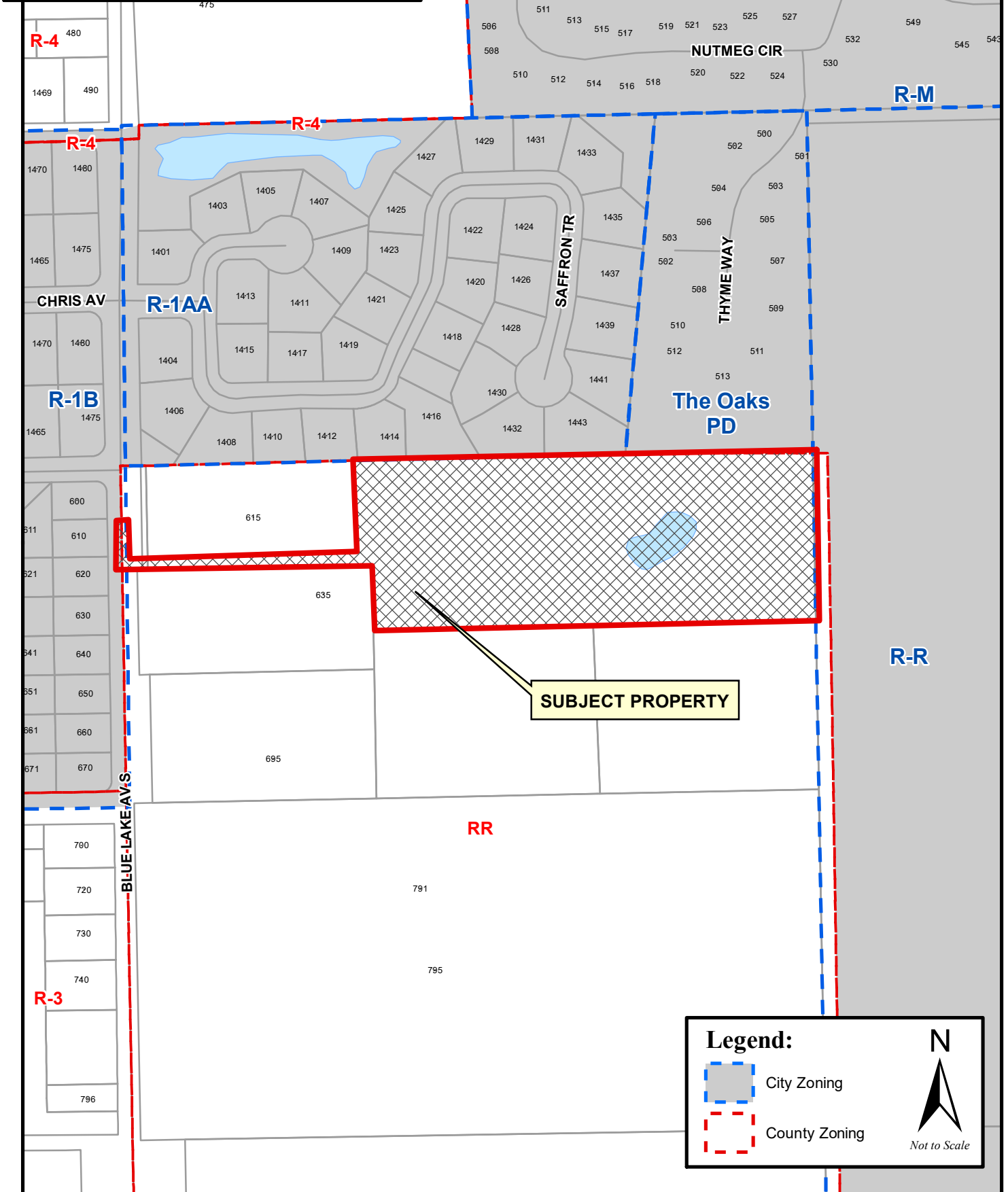
COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 4186;

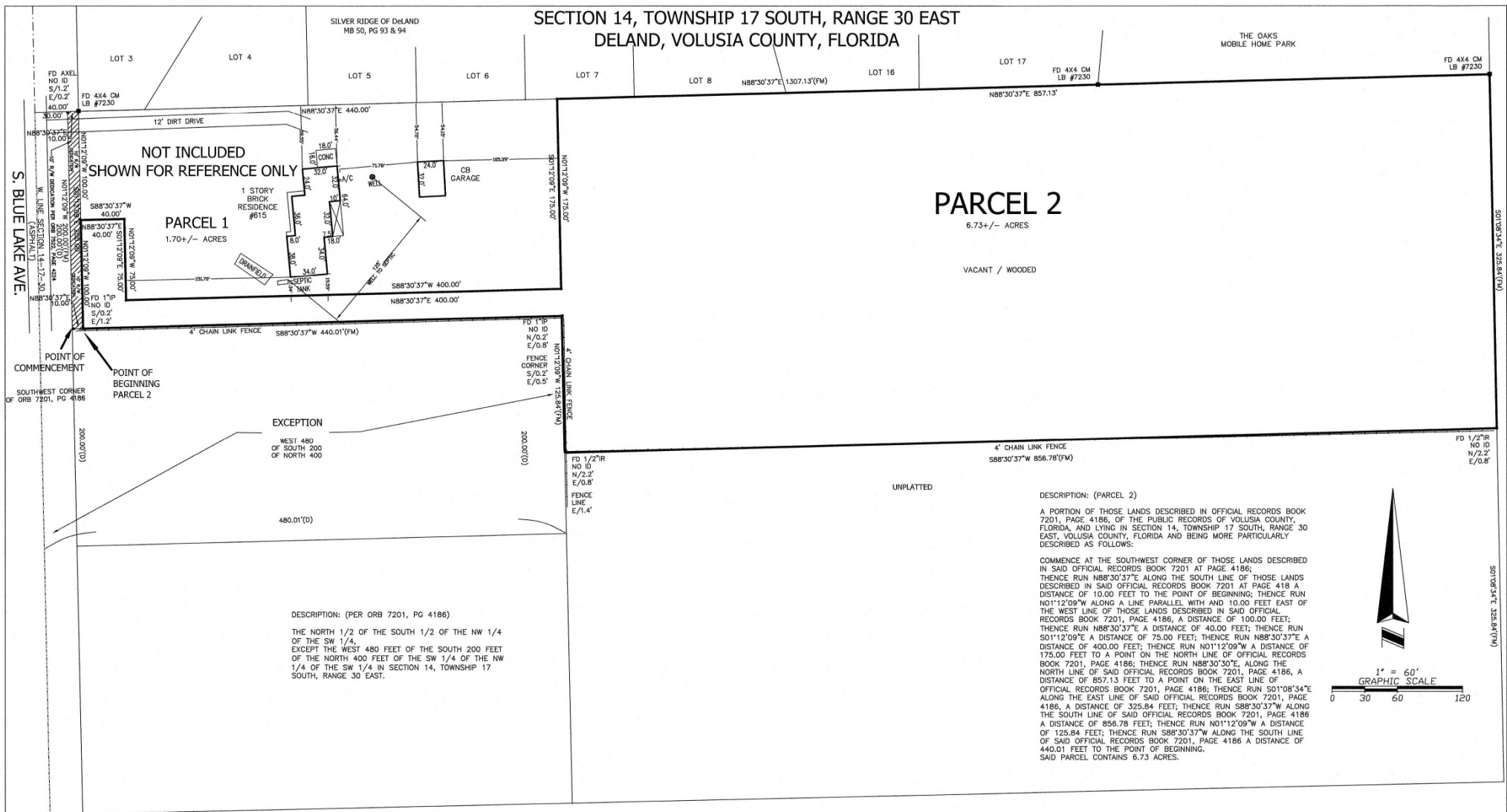
THENCE RUN N88°30'37"E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 418 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N01°12'09"W ALONG A LINE PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 100.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 40.00 FEET; THENCE RUN S01°12'09"E A DISTANCE OF 75.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 400.00 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN N88°30'30"E, ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 857.13 FEET TO A POINT ON THE EAST LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN S01°08'34"E ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 325.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 856.78 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 125.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 440.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.73 ACRES.



City of DeLand
PLANNING BOARD
AN22-066
APRIL 20, 2022





NOTES:

- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
- UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
- FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
- WHERE APPLICABLE, MONUMENT DIAMETERS, ETC., AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
- BEARINGS ASSUMED FROM PLAT, DEED, LEGAL DESCRIPTION.
- UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
- SUBJECT PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, VOLUSIA COUNTY UNINCORPORATED COMMUNITY #125155, PANEL #1212700470 H DATED 2/19/2014. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.

EFIRD SURVEYING GROUP, INC.

475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724

PHONE: (386) 740-4144 FAX: (386) 740-4155

WEBSITE: www.efirdsurveying.com

e-mail: larry@efirdsurveying.com

Certificate Of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date:
6/21/2021

Drawing Number:
21-0499

Scale: 1"=60'
Drawn By: LE JR

For:

AMICORP, INC.

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND COMPLETES IN FORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS BY CHAPTER 473, F.S., AND PURSUANT TO SECTION 473.027, FLORIDA STATUTES.

NO. 5823

LARRY R. EFIRD, JR.
Professional Surveyor & Mapper No. 5823

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

April 20, 2022

APPLICATION: AN22-066

1. **Requested Action:** Annexation of property located in unincorporated Volusia County into the City limits of DeLand
2. **Location:** East side of S. Blue Lake Ave., south of Saffron Trail
3. **Petitioner:** Mr. Michael Woods, Esq., Cobb Cole
4. **Owner:** Amicorp, Inc.
5. **Size of parcel(s):** ± 6.73 acres
6. **Parcel ID:** 7014-00-00-0216
7. **Land Use Designation & Zoning of Subject Property:**

Future Land Use: Volusia County: Urban Low Intensity

Existing Zoning: Volusia County: RR – Rural Residential

Existing Use: Undeveloped

8. **Surrounding Land Use & Zoning:**

	LAND USE	ZONING
North:	LDR	R-1AA; The Oaks PD
South:	VC: Urban Low Intensity	VC: Rural Residential
East:	LDR	RR
West:	LDR	R-1B

9. **Physical Characteristics:** The proposed annexation consists of ± 6.73 acres, as well as the eastern half of the S. Blue Lake Ave. right-of-way. The subject property appears to contain wetlands and to be slightly impacted by FEMA flood zone A. The parcel is undeveloped and heavily wooded. Road frontage for the subject property consists of ± 100 linear ft. along S. Blue Lake Ave.

10. Public Services & Utilities: The City's Utilities Department states that the closest city water and sewer mains are found within the S. Blue Lake Ave. right-of-way or internally, in The Oaks development. The property is located within Police Patrol Zone 5, and service is available to the site with an approximate response time of 5 minutes. The Fire Department confirmed that adequate fire protection can be provided, with an approximate response time of less than 5 minutes. The County of Volusia has indicated that there are no code enforcement actions or liens associated with this property.

11. Growth Management Plan Consistency: An application for a change in land use (SMLU-22-067) has been submitted to amend the future land use from Volusia County Urban Low Intensity (ULI) to the City's Urban Low Intensity (ULI) designation. Additionally, an application for a zoning change (Z22-040) from Volusia County RR (Rural Residential) to The Oaks PD (Planned Development) has also been submitted, to ultimately be combined with the existing mobile home development. To the north of the subject property is the Silver Ridge of DeLand residential subdivision which consists of 100-ft. wide parcels, as well the existing Oaks mobile home development. Immediately to the south of the subject property are parcels ranging from 2-3 acres in size, which are partially wooded and appear to be used for agricultural purposes. To the east is 104-acre parcel which is mostly wooded and undeveloped.



To the west the S. Blue Lake Ave. right-of-way which ranges in width from approximately 55'-75' wide, followed by the Blue Lake Heights residential subdivision, with 75' wide lots and parcels approximately 7,500 sq. ft. each.

12. Analysis: The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property is contiguous to the City of DeLand, is reasonably compact and is not circuitous. However, the subject property is currently located inside an existing enclave of County jurisdiction. The requested annexation will reduce the enclave and will not adversely impact the provisions of governmental services. The parcel is contiguous to the north by ± 857 ft., and to the east by ± 325 ft.

Recommendation: The annexation of this property reduce an enclave; therefore, Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

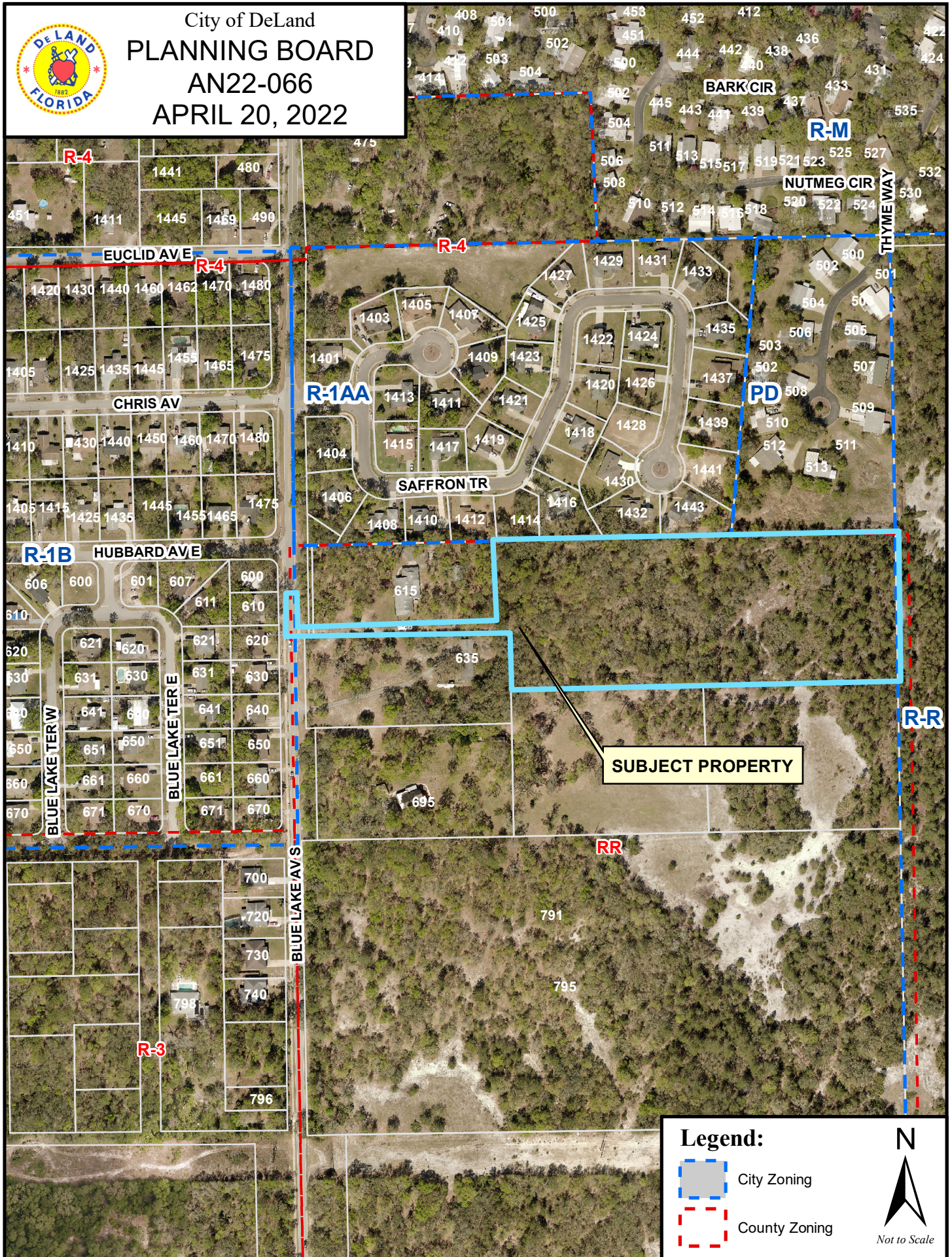
AN22-066
Page 3 of 3

Based upon the concurrency requirements of the State of Florida and the City's concurrency management plan, as adopted in Article 5, Sec. 33-41 of the Land Development Regulations, approval of the proposed annexation does not automatically provide vested development rights. At the time the developer applies for a development permit, adequate infrastructure must exist to support the proposed development. If such infrastructure does not exist, the developer may be required to incur additional expense to ensure that the necessary infrastructure is provided.

L:\P\SR\2021\SR-AN22-066 The Oaks Community PD.docx



City of DeLand
PLANNING BOARD
AN22-066
APRIL 20, 2022



CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Second Reading of Ordinance No. 2022-26, Changing the Land Use from Volusia County Urban Low Intensity to City of DeLand Low Density Residential for 4.66 Acres of Property Located at 475 South Blue Lake Avenue (The Oaks Phase III).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-26, Exhibit A, SMLU21-067 Proposed Land Use Map, SMLU21-067 Staff Report, SMLU21-067 Aerial Map, SMLU21-067 Current Land Use Map, VGMC Consistency Certification Letter SMLU21-067 Phase III

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

This application is the third of five applications on the agenda related to The Oaks Mobile Home Community.

BACKGROUND:

The First Reading was held on August 16, 2021, where the City Commission voted to approve the land use change for Phase III of The Oaks Mobile Home Community (SMLU21-67). The application was transmitted to the Volusia Growth Management Commission for their review and approval. The approval letter from VGMC is attached.

PROJECT DESCRIPTION:

The applicant has requested a land use change from Volusia County Urban Low Intensity to Low Density Residential. The subject property is located at 475 S. Blue Lake Avenue and contains 4.66 acres. The County Urban Low Intensity has a maximum density of 4 units per acre and the City's Low Density Residential allows a maximum of 5.8 units per acre.

The subject property is centered between low and medium density future land uses. All the surrounding uses are low density in nature, less than 5.8 units per acre. Therefore, the request is considered compatible with the adjacent uses. The land use amendment application is to be reviewed concurrently with the annexation application (AN21-067) which is also on this agenda.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential 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 from Volusia County Urban Low Intensity to City of DeLand Low Density Residential, concurrent to the annexation request of the subject property.

BACKGROUND/DISCUSSION:

Refer to staff report.

ORDINANCE NO. 2022 - 26

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT 475 SOUTH BLUE LAKE AVENUE FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY TO CITY OF DELAND'S LOW 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 designation of approximately 4.66 +/- acres of land located at 475 S. Blue Lake Avenue; from Volusia County's Urban Low Intensity to City of DeLand's Low 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 parcel of land approximately 4.66 +/- acres located at 475 South Blue Lake Avenue from Volusia County's Urban Low Intensity Future Land Use designation, to City of DeLand's Low Density Residential Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

Section 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED this 3rd day of October, 2021.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 16, 2021
Adopted on second reading: October 03, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DESCRIPTION: (PER ORB 1890 PG. 1943)

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4,
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF THE
PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

ALSO DESCRIBED AS FOLLOWS:

DESCRIPTION: (CREATED BY SURVEYOR)

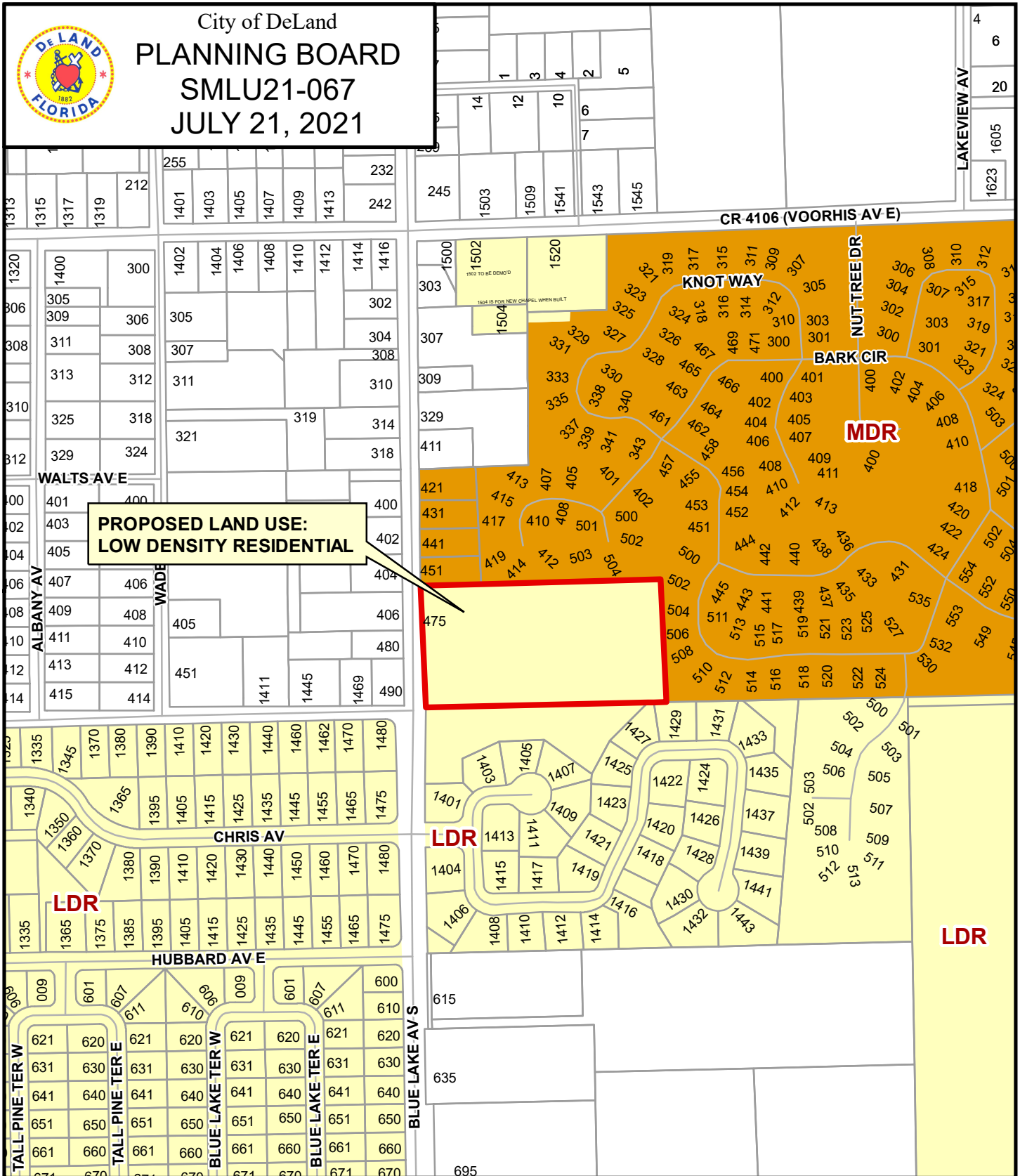
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4,
SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA
COUNTY, FLORIDA,
LESS ROAD RIGHT-OF-WAY AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS;

COMMENCE AT A "T-BAR" AND CAP # 1701 MARKING THE
SOUTHWEST CORNER OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14;
THENCE RUN N88°16'32"E,
ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE
NORTHWEST 1/4 OF SAID SECTION
14, A DISTANCE OF 30.04 FEET TO A 4" BY 4" CONCRETE
MONUMENT AT THE INTERSECTION
WITH THE EAST RIGHT OF WAY LINE OF BLUE LAKE AVENUE, (A
30.00 FOOT RIGHT OF WAY AS
MONUMENTED AND OCCUPIED); THENCE RUN N00°24'51"E,
ALONG SAID EAST RIGHT OF WAY, A
DISTANCE OF 321.17 FEET TO A "T-BAR" WITH NO
IDENTIFICATION MARKING THE INTERSECTION
WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST
1/4 OF THE SOUTHWEST 1/4
OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE RUN
N88°18'30"E, ALONG THE NORTH
LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF THE NORTHWEST

1/4 OF SAID SECTION 14, A DISTANCE OF 630.57 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION WITH THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE RUN S00°30'04"E, ALONG THE EAST LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 320.76 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE RUN S88°16'32"W, ALONG THE SOUTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 635.71 FEET TO THE POINT OF BEGINNING.



City of DeLand
PLANNING BOARD
SMLU21-067
JULY 21, 2021



DeLand Future Land Use:

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



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

July 21, 2021

A. APPLICATION NO.: SMLU21-067

APPLICANT: Michael Wojtuniak, P.E., EPI Inc. (for AMICORP Inc., owner)

REQUEST: To amend the land use designation from Volusia County Urban Low Intensity to Low Density Residential

B. SITE FACTORS:

Location: 475 S. Blue Lake Ave.
Parcel ID #: 7014-00-00-0280
Parcel Size: ± 4.66 acres
Land Use: Volusia County Urban Low Intensity
Existing Use: Single-Family Residence

	SURROUNDING USE:
North:	Medium Density Residential [mobile home park; single-family]
South:	Low Density Residential [single-family]
East:	Medium Density Residential [mobile home park]
West:	Urban Low Intensity (VC) [single-family]

C. REQUESTED ACTION & HISTORY:



1. REQUEST: The applicant is requesting the future land use designation be amended for a parcel located on the east side of S. Blue Lake Ave., adjacent to the north and east by The Oaks mobile home park. They are requesting a change from Volusia County's Urban Low Intensity designation, to the City of DeLand's Low Density Residential. The parcel contains an existing single-family residence.

The Applicant has also petitioned for annexation (AN21-065) and is requesting a rezoning of the property to Planned Development. (Z21-073)

2. CHRONOLOGY OF PAST EVENTS: The subject property is located within unincorporated county, and the existing house was constructed in 1979, according to Volusia County Property Appraiser records.

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 running along S. Blue Lake Ave., adjacent to the subject property; and a 6" main internally serving The Oaks community. An 8" gravity sewer main is also available through an internal connection with The Oaks.

A Traffic Impact Analysis is not required for the subject property due to the property size.

The change in designation will not generate a new demand for recreation.

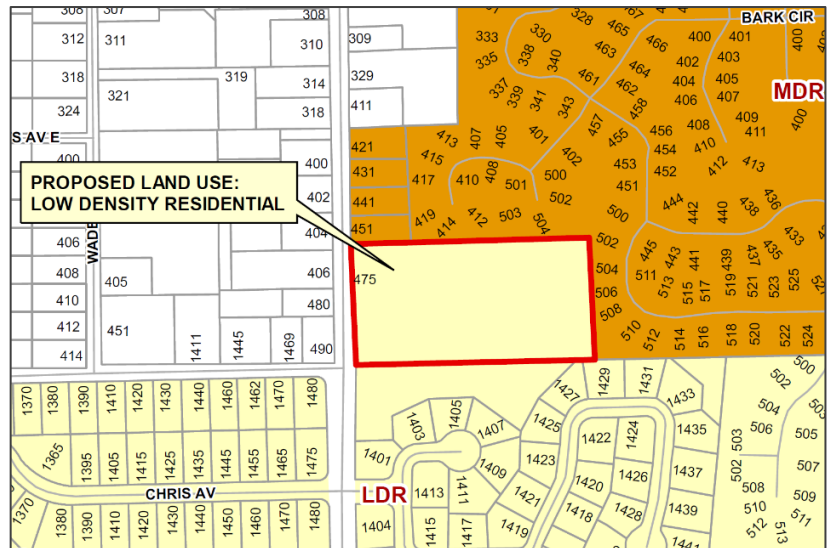
Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.

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. Per the City of DeLand Comprehensive Plan, Low Density Residential land use designation is typified by detached single-family dwelling units, both conventional built on-site, or factory-built and manufactured housing units. Residential uses are limited to a maximum density of 5.8 dwelling units per gross acre. The subject property, situated between single-family homes to the south and west, and higher-density mobile/manufactured homes to the north and east, serves as a transition area between the two types of densities.



3. **Future Land Use Map:** The proposed change in the land use designation to Low Density Residential will be shown on the revised Future Land Use Map.
4. **Location of Lakes, Floodplains, and Wetlands:** The property does not contain bodies of water, nor is located within a floodplain.
5. **Analysis of Natural Resources:**
 - a. *Soil types:*
Astatula Fine Sand, 0-8% slope
 - b. *Presence of Endangered Species:* None known of at this time.
6. **Existing and Future Impact upon Infrastructure Capacity:**
 - a. *Water* – The City’s Utility Department indicates sufficient water supply is available for the proposed use.
 - b. *Sewer* – The City’s Utility Department has indicated sufficient existing capacity.
 - c. *Drainage* – The City adheres to the County’s 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site.
 - d. *Solid Waste* – Solid waste services are available for the property.
 - e. *Transportation* – Staff estimates traffic generation will only increase by **87** calculated trips per day under the proposed designation, according to Trip Generation by the Institute of Transportation Engineers. (8th ed.), or by only **50** based on the proposed project/use. Per 2019 Volusia County Traffic Counts, this segment of E. Voorhis Ave. (onto which the proposed project will exit) has a current Daily LOS of “C”, and an Allowable LOS of “E”.
 - f. *Fire/Rescue Service* – The City can provide an adequate LOS of Fire/Rescue service.
 - g. *Police Service* - The City can provide an adequate LOS of Police protection.
7. **Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated.
8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
9. **Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater.

10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program.
 11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.
 12. **Compatibility with Existing Zoning Classification:** The existing zoning classification will be amended upon approval of the land use amendment to a compatible planned development.
 13. **Will the proposed land use change impact schools?** The proposed units are age-restricted; no impact to schools is anticipated.
 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:
 4. “Accept styles of housing other than single family dwellings to accommodate the shift in demographics where there will be fewer households with children and provide for households with adult children or aging parents.– *Consistent; mobile homes are proposed for the property which will serve an age-restricted community.*
- E. **CONCLUSION:** The Applicant is proposing an amendment to the land use designation to bring the property into the City in order to expand the adjacent mobile home park and connect with City utilities. The proposed designation is acceptable as presented and is consistent with the development pattern of the surrounding area.
- F. **STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation to Low 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 | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Future Land Use	Proposed Future Land Use	Net Change
	Theoretical Maximum		
Dwelling Units	18	27	+9
1. Population	46	70	+24
2. PM Peak Hour Trips/Daily Trips	172/18	258/27	+86/+9
3. Sanitary Sewer (gallons/day)	3,600	5,400	+1,800
4. Potable Water (gallons/day)	5,400	8,100	+2,700
5. Solid Waste (pounds/day)	148	225	+77
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.32	0.49	+0.17

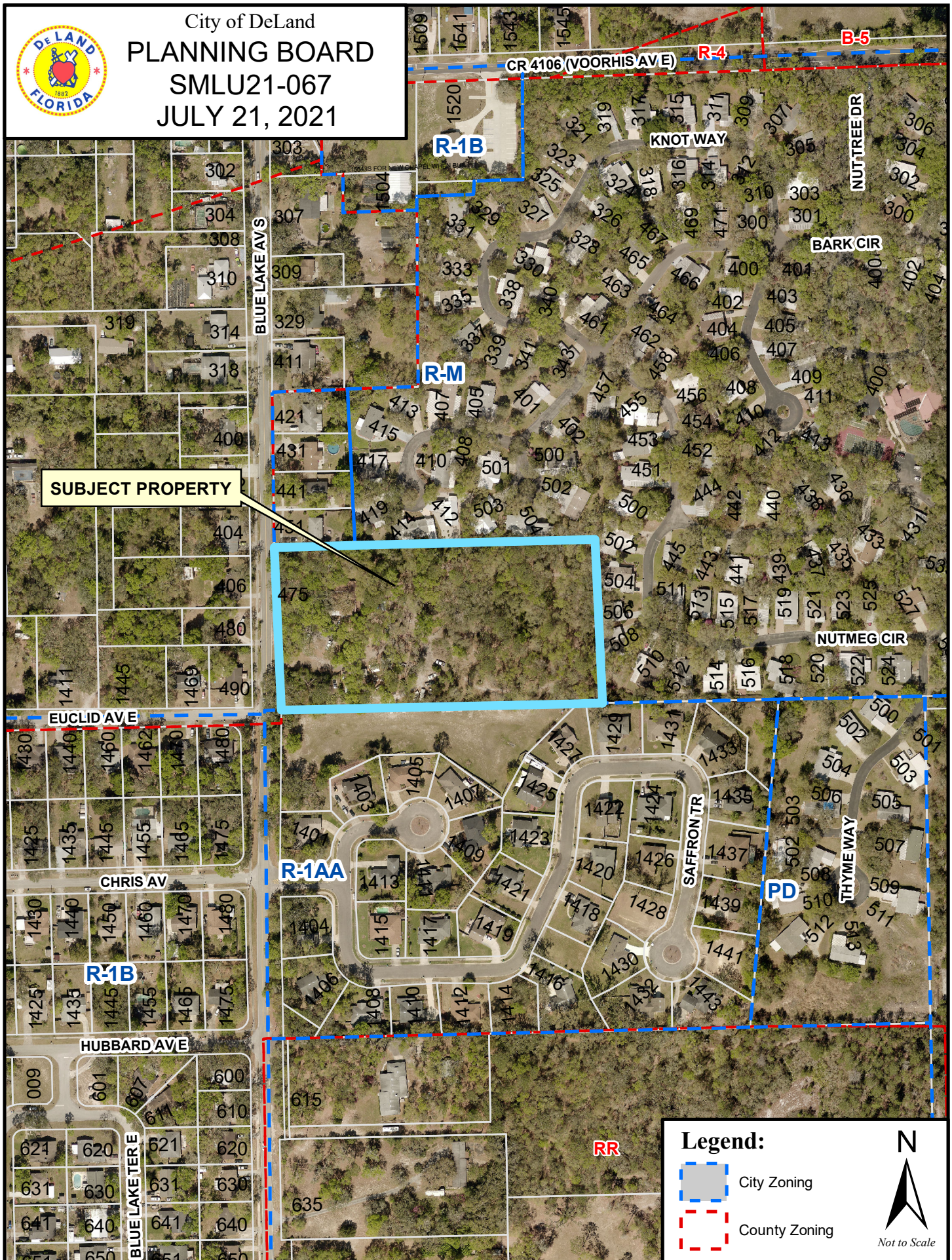
Notes:

- | | |
|-------------------------|---|
| 1. Population: | 2.58 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 8th Edition: 1.01 PM peak hour trips per du and 9.57 daily trips per du, Single Family Homes (210) |
| 3. Sanitary Sewer: | 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 4. Potable Water: | 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 5. Solid Waste | 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day |
| 6. Stormwater Drainage: | LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

The proposed amendment results in increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.

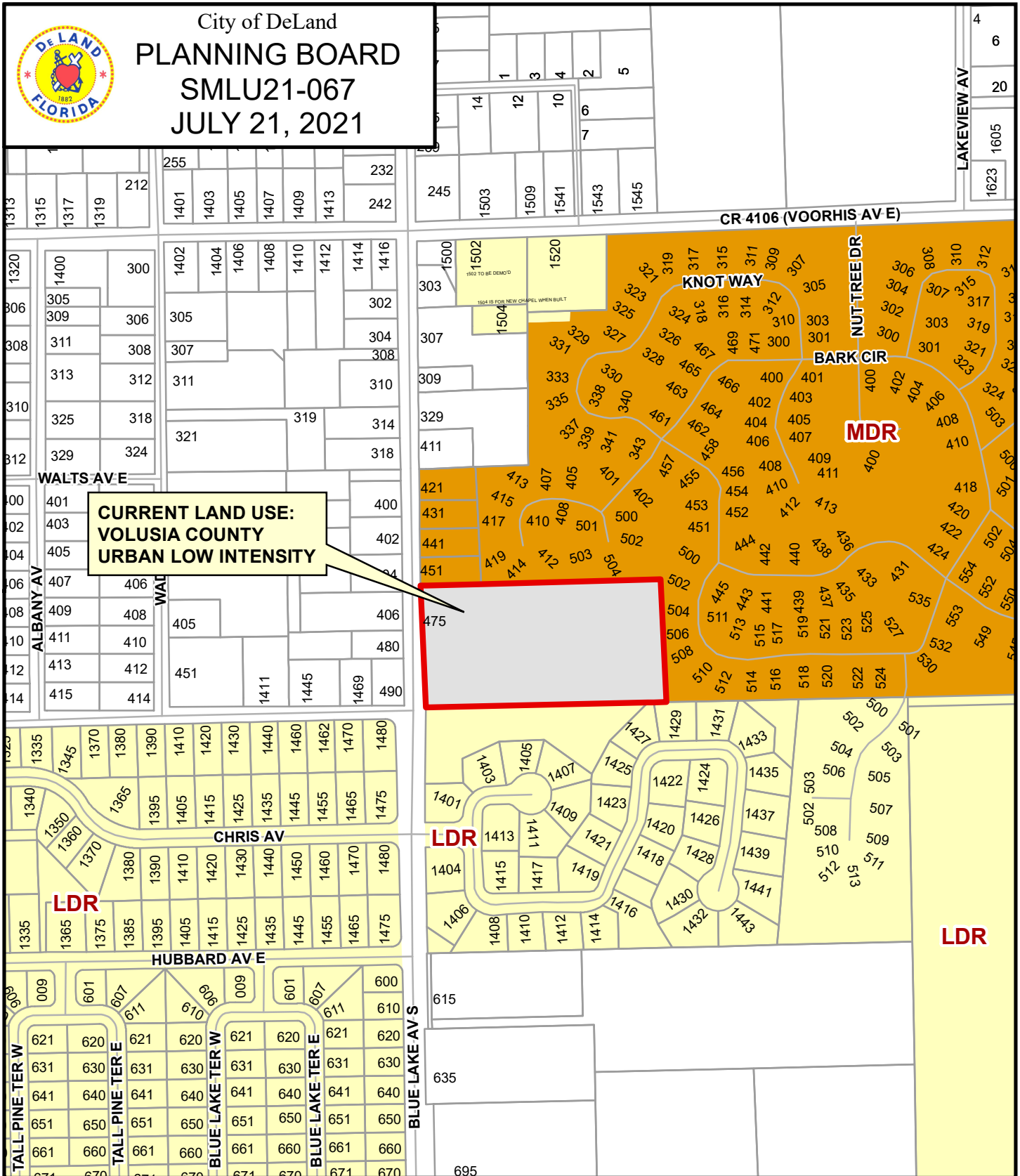


City of DeLand
PLANNING BOARD
SMLU21-067
JULY 21, 2021





City of DeLand
PLANNING BOARD
SMLU21-067
JULY 21, 2021



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





Volusia Growth Management Commission

September 16, 2021

Mike Holmes, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

RE: City of DeLand Small Scale Amendments
VGMC Case #21-040 – SMLU21-067, 475 S. Blue Lake Avenue
VGMC Case #21-041 – SMLU21-075, 230 Taylor Road
VGMC Case #21-042 – SMLU21-102, East Side of Golf Club Drive
Certificate of Consistency

Dear Mr. Holmes,

VGMC Case Nos. 21-040, 21-041 and 21-042 qualify for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case Nos. 21-040, 21-041 and 21-042 are hereby deemed certified as consistent effective September 15, 2021 without the need for a public hearing.

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

Sincerely,

Sid Vihlen, Jr.
VGMC Chairman

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Second Reading of Ordinance No. 2022-27, Changing the Land Use from Volusia County Urban Low Intensity to City of DeLand Urban Low Intensity for 6.73 Acres of Property Located on the East Side of South Blue Lake Avenue, South of Saffron Trail. (The Oaks Phase V).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-27 , Exhibit A - Legal Description, SMLU22-067 Proposed Land Use Map, SMLU22-067 Staff Report, SMLU22-067 Zoning Map, SMLU22-067 Aerial Map, SMLU22-067 Current Land Use Map

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

This application is the fourth of five applications on the agenda related to The Oaks Mobile Home Community.

BACKGROUND:

The First Reading was held on June 6, 2022, where the City Commission voted to approve the land use change for Phase V of The Oaks Mobile Home Community (SMLU22-067).

PROJECT DESCRIPTION:

This application is to change the Volusia County land use designation of Urban Low Intensity to the City's Urban Low Intensity designation for Phase V of The Oaks Community. The maximum density of 4 dwelling units per acre does not increase with the land use change from County ULI to City ULI. The land use amendment application is to be reviewed concurrently with the annexation application (AN22-066) which is also on this agenda.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property, and inclusion of the residential 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 from Volusia County Urban

Low Intensity to City of DeLand Urban Low Intensity, concurrent to the annexation request of the subject property.

BACKGROUND/DISCUSSION:

Refer to staff report.

ORDINANCE NO. 2022 - 27

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED ON THE EAST SIDE OF SOUTH BLUE LAKE AVENUE, SOUTH OF SAFFRON TRAIL; FROM VOLUSIA COUNTY'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S URBAN LOW INTENSITY FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment is a land use of 50 acres or less; and
2. The cumulative effect of the above condition does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately 6.73 +/- acres of land located on the east side of South Blue Lake Avenue, south of Saffron Trail; from Volusia County's Urban Low Intensity land use designation to City of DeLand's Urban Low Intensity future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11), for the purpose of transmitting the proposed Comprehensive Plan amendment to the Volusia Growth Management Commission and the Florida Department of Economic Opportunity.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located on the east side of South Blue Lake Avenue, south of Saffron Trail; consisting of approximately 6.73 +/- acres of land from Volusia County's Urban Low Intensity Future Land Use designation

to City of DeLand's Urban Low Intensity Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

Section 3. The effective date of this Ordinance shall be the later date of the following events: (1) the date of issuance of a certificate of consistency or conditional certificate of consistency with regard to the land use designation of the subject property by the Volusia Growth Management Commission; (2) thirty-one (31) days after its adoption by the City Commission; or (3) if properly challenged by an affected person, after the state land planning agency or the Administration Commission, respectively, issues a final order determining this adopted small scale development amendment to be in compliance. No development orders, development permits or land uses dependent on this Ordinance may be issued or commence before it has become effective.

PASSED AND DULY ADOPTED this 3rd day of October, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: June 06, 2022
Adopted on second reading: October 03, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DESCRIPTION: (PARCEL 2)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7201, PAGE 4186, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LYING IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

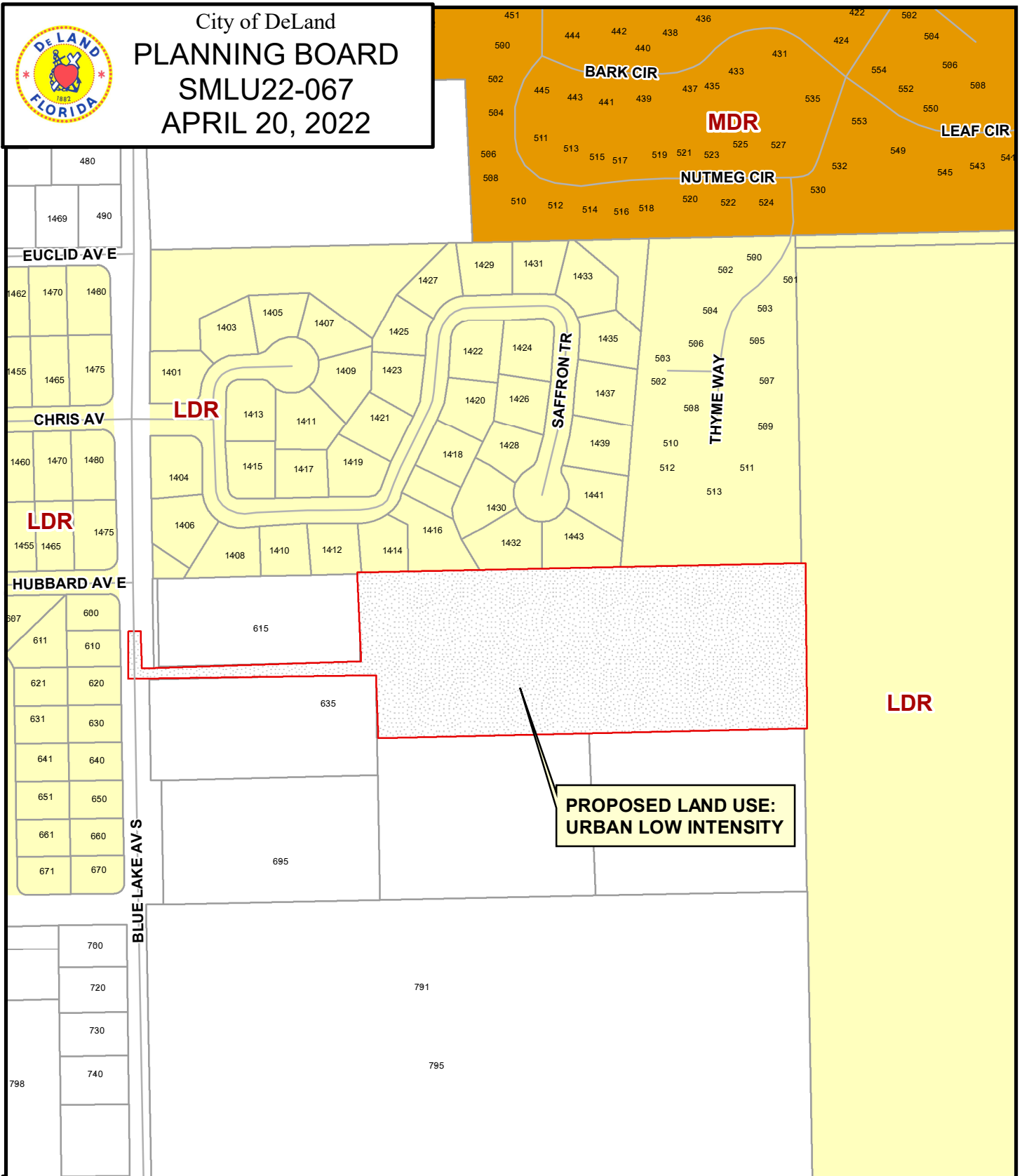
COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 4186;

THENCE RUN N88°30'37"E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 418 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N01°12'09"W ALONG A LINE PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 100.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 40.00 FEET; THENCE RUN S01°12'09"E A DISTANCE OF 75.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 400.00 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN N88°30'30"E, ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 857.13 FEET TO A POINT ON THE EAST LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN S01°08'34"E ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 325.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 856.78 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 125.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 440.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.73 ACRES.



City of DeLand
PLANNING BOARD
SMLU22-067
APRIL 20, 2022



DeLand Future Land Use:

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



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

April 20, 2022

A. APPLICATION NO.: SMLU22-067

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole (for AMICORP Inc., owner)

REQUEST: To amend the land use designation from Volusia County Urban Low Intensity to City of DeLand's Urban Low Intensity

B. SITE FACTORS:

Location: located on the east side of S. Blue Lake Ave., south of Saffron Ave.

Parcel ID #: 7014-00-00-0216

Parcel Size: ± 6.73 acres

Land Use: Volusia County Urban Low Intensity

Existing Use: Vacant, undeveloped

	SURROUNDING USE:
North:	Low Density Residential [single-family]
South:	VC Urban Low Intensity [single-family]
East:	Low Density Residential; [undeveloped]
West:	Low Density Residential [single-family]

C. REQUESTED ACTION & HISTORY:

1. REQUEST: The applicant is requesting the future land use designation be amended for a parcel located on the east side of S. Blue Lake Ave., south of Saffron Ave. They are requesting a change from Volusia County's Urban Low Intensity designation, to the City of DeLand's Urban Low Intensity. The parcel is currently vacant and undeveloped.

The Applicant has also petitioned for annexation (AN22-066) and is requesting a rezoning of the property to Planned Development. (Z22-040)

2. CHRONOLOGY OF PAST EVENTS: The subject property is located within unincorporated county, and has remained vacant and 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 running along S. Blue Lake Ave., adjacent to the subject property; and a 6" main internally serving The Oaks community. An 8" gravity sewer main is also available through an internal connection with The Oaks.

A Traffic Impact Analysis is not required for the subject property due to the project size.

The change in designation will not generate a new demand for recreation.

Volusia County already provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.

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. Per the City of DeLand Comprehensive Plan, Urban Low Intensity land use designation is typified by areas for suburban density residential dwelling units. These units may include detached single-family dwelling units, both conventional built on-site, or factory-built and manufactured housing units. Residential uses are limited to a maximum density of 4 dwelling units per gross acre. The subject property, situated between single-family homes to the north and west, and higher-density mobile/manufactured homes to the northeast, serves as a transition area between the two types of densities.



- 3. Future Land Use Map:** The proposed change in the land use designation to Low Density Residential will be shown on the revised Future Land Use Map.
- 4. Location of Lakes, Floodplains, and Wetlands:** The property does not appear to contain bodies of water, however the County's interactive map shows that there may be a portion of property that lines within a designated floodplain and/or wetland.

5. Analysis of Natural Resources:

- a. Soil types:*
Astatula Fine Sand, 0-8% slope
Immokalee sand, depressional
- b. Presence of Endangered Species:* None known of at this time.

6. Existing and Future Impact upon Infrastructure Capacity:

- a. Water* – The City’s Utility Department indicates sufficient water supply is available for the proposed use.
 - b. Sewer* – The City’s Utility Department has indicated sufficient existing capacity.
 - c. Drainage* – The City adheres to the County’s 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture for future development will be addressed on-site.
 - d. Solid Waste* – Solid waste services are available for the property.
 - e. Transportation* – Staff estimates traffic generation will only increase by **135** calculated trips per day under the proposed designation, according to Trip Generation by the Institute of Transportation Engineers. (8th ed.), or by only **19** based on the proposed project/use. Per 2019 Volusia County Traffic Counts, this segment of S. Blue Lake Ave., from E. Voorhis Ave. to Beresford Ave. has a current Daily LOS of “C”, and an Allowable LOS of “E”.
 - f. Fire/Rescue Service* – The City can provide an adequate LOS of Fire/Rescue service.
 - g. Police Service* - The City can provide an adequate LOS of Police protection.
- 7. Impact upon Recreation and Open Space:** No need for new recreational facilities is anticipated.
- 8. New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
- 9. Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any future development on this site will be required to manage its own stormwater.
- 10. Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program.
- 11. Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.

12. **Compatibility with Existing Zoning Classification:** The existing zoning classification will be amended upon approval of the land use amendment to a compatible planned development.
 13. **Will the proposed land use change impact schools?** The proposed units are age-restricted; no impact to schools is anticipated.
 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:
 4. “Accept styles of housing other than single family dwellings to accommodate the shift in demographics where there will be fewer households with children and provide for households with adult children or aging parents.– *Consistent; mobile homes are proposed for the property which will serve an age-restricted community.*
- E. **CONCLUSION:** The Applicant is proposing an amendment to the land use designation to bring the property into the City in order to expand the adjacent mobile home park and connect with City utilities. The proposed designation is acceptable as presented and is consistent with the development pattern of the surrounding area.
- F. **STAFF RECOMMENDATION:** Staff recommends approval of the proposed amendment of the subject property's future land use designation to Urban Low Intensity.

G. VGMC INFRASTRUCTURE IMPACT ASSESSMENT:

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation.

The following seven public facilities and services were examined: (Table 4)

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Future Land Use	Proposed Future Land Use	Net Change
	Theoretical Maximum		
Dwelling Units	27	27	0
1. Population	70	70	0
2. PM Peak Hour Trips/Daily Trips	16/135	16/135	0/0
3. Sanitary Sewer (gallons/day)	5,400	5,400	0
4. Potable Water (gallons/day)	8,100	8,100	0
5. Solid Waste (pounds/day)	87	87	0
6. Stormwater Drainage	N/A	N/A	N/A
7. Recreation/Open Space	0.19	.19	0

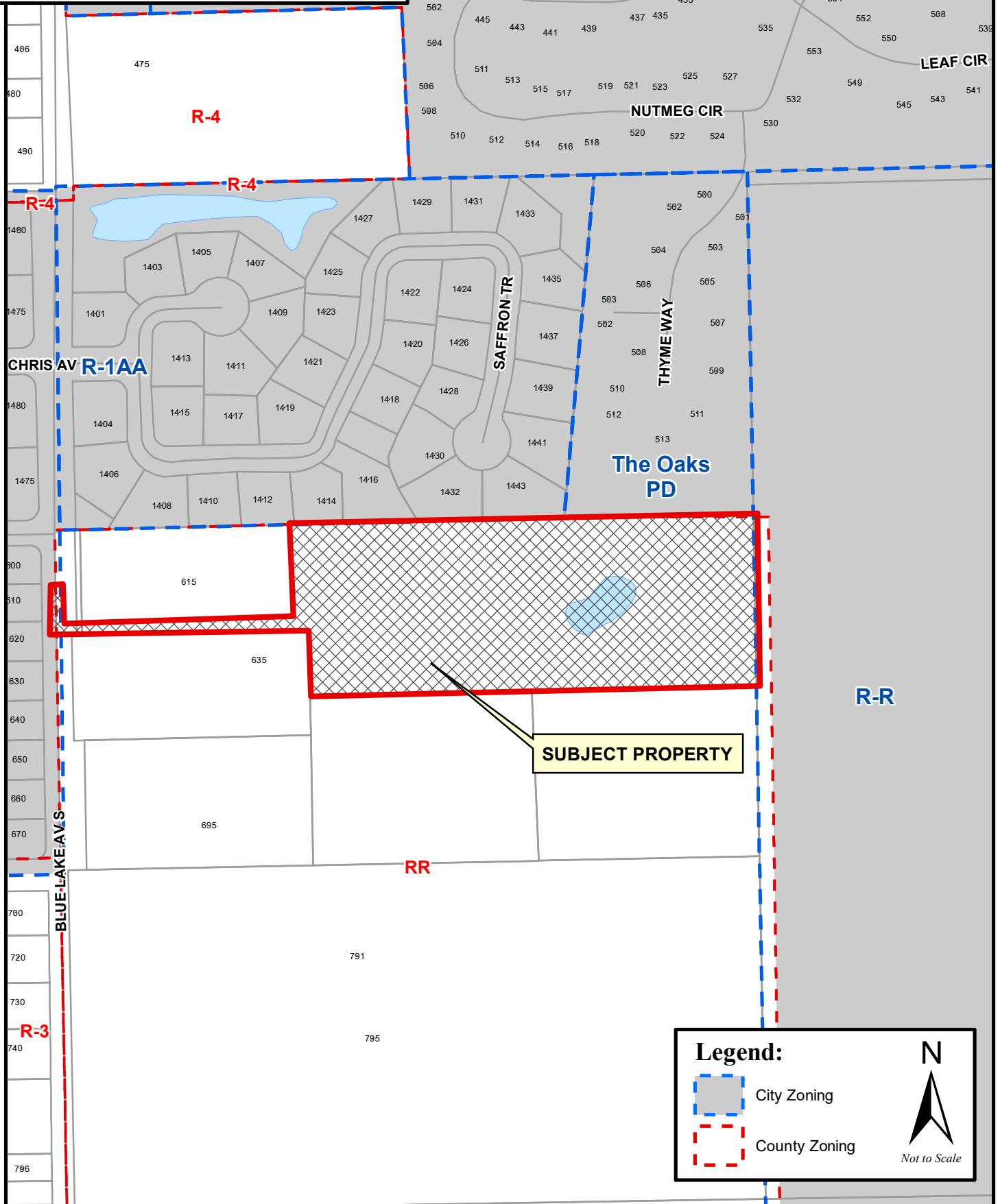
Notes:

- | | |
|-------------------------|---|
| 1. Population: | 2.58 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 8th Edition: 1.01 PM peak hour trips per du and 9.57 daily trips per du, Single Family Homes (210) |
| 3. Sanitary Sewer: | 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 4. Potable Water: | 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use |
| 5. Solid Waste | 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day |
| 6. Stormwater Drainage: | LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

The proposed amendment results in increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.

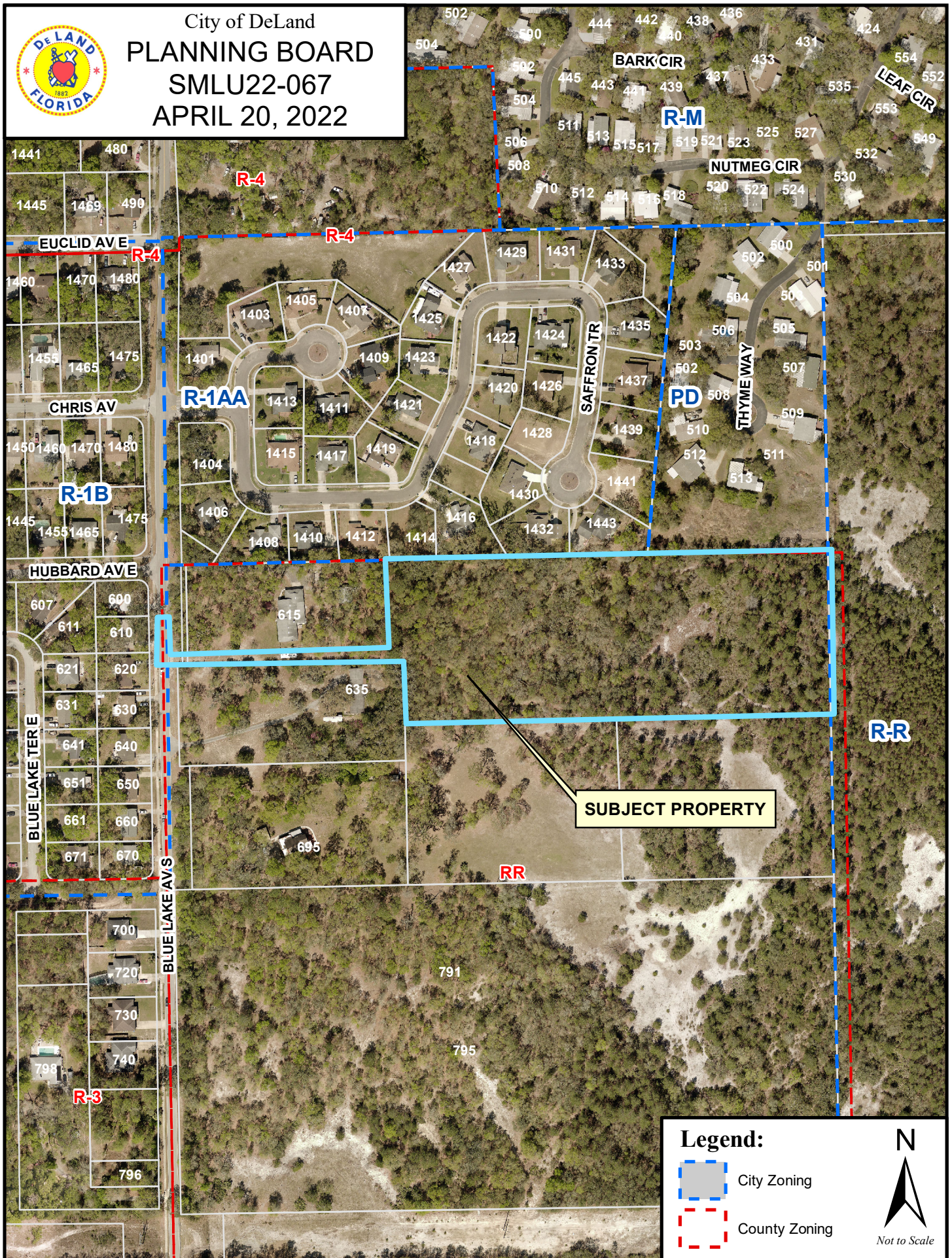


City of DeLand
PLANNING BOARD
SE22-056
APRIL 20, 2022



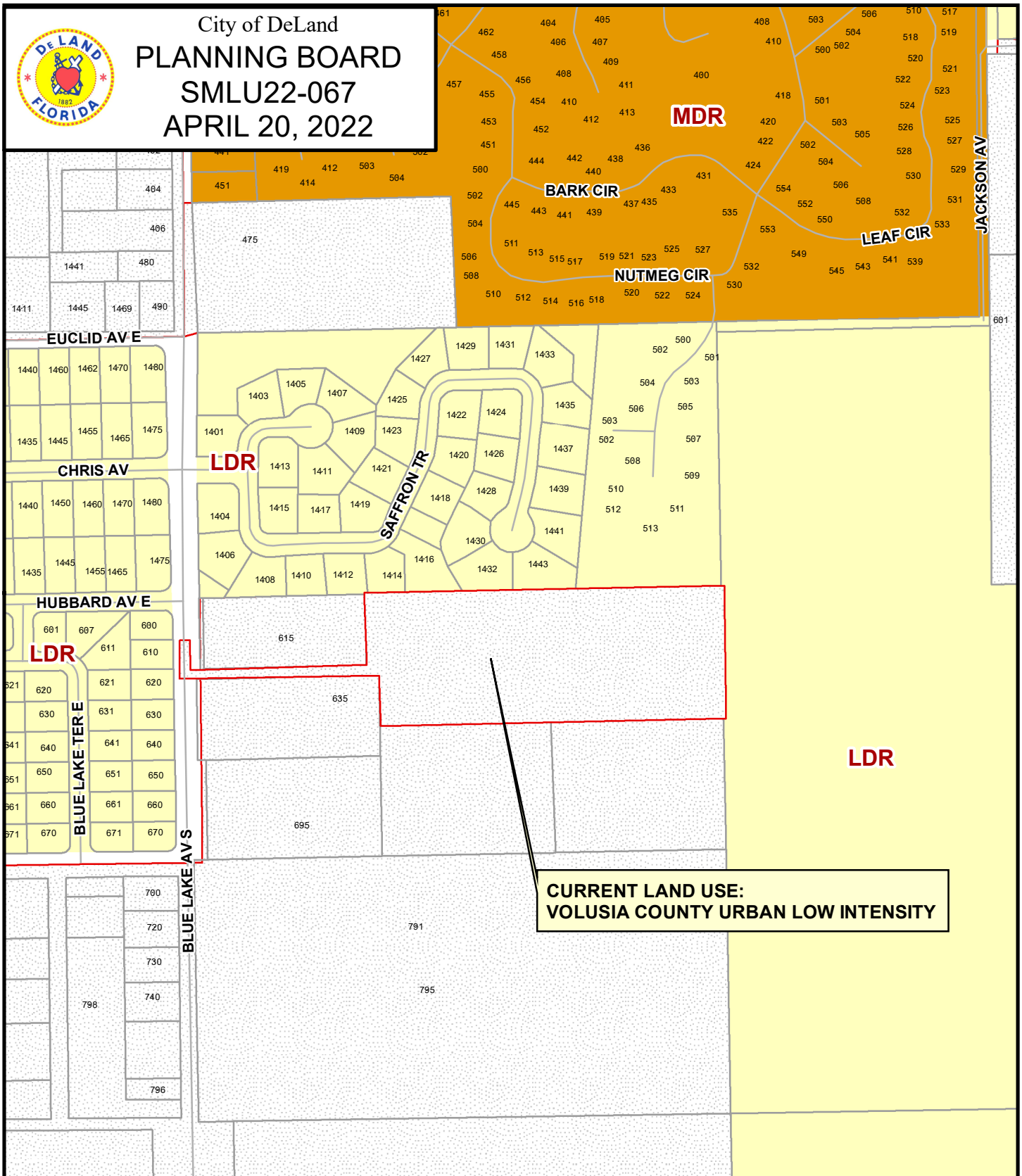


City of DeLand
PLANNING BOARD
SMLU22-067
APRIL 20, 2022





City of DeLand
PLANNING BOARD
SMLU22-067
APRIL 20, 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
Request for Commission Action
October 3, 2022

SUBJECT: Second Reading of Ordinance No. 2022-28, Changing the Zoning from Volusia County RR (Rural Residential), City of DeLand R-M (Residential-Mobile Home) and City of DeLand The Oaks PD to The Oaks Community Expanded PD 2022 for 51.86 Acres of Property Located Generally at the Southeast Corner of Voorhis Avenue and South Blue Lake Avenue.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-28 , Exhibit A - Legal Description, Exhibit B-Development Agreement The Oaks Community Expanded PD 2022, Exhibit A to PD, Exhibit B-To PD Concept Plan, Exhibit C- To PD Phasing Plan, Z22-040 Staff Report (revised), Z22-040 Zoning and Location Map, Z22-040 Aerial Map

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

This application is the fifth of five applications on the agenda related to The Oaks Mobile Home Community.

BACKGROUND:

The Oaks Community is an age-restricted mobile home park. In total, the development consists of $\pm$ 51.86 acres of property. Over the years, the owner of The Oaks has been acquiring property and expanding the mobile home park. A multi-phased development plan was created, and includes five phases of expansion. As of today, Phase I & II are completely built out; Phase III is vacant and in unincorporated Volusia County; Phase IV is under construction; and Phase V is also vacant and in unincorporated Volusia County. Because the mobile home park has expanded and developed over time, the land use and zoning categories of the phases are inconsistent, and this has created confusion in reviewing plans and permits. City staff has worked with the applicant to ultimately combine the various phases into one development agreement.

The First Reading was held on June 6, 2022, where the City Commission voted to approve the request to rezone the five phases into what will be known as "The Oaks Community Expanded PD 2022". Following the First Reading, staff requested the applications to be grouped together for the Second Readings so that the Commission could see the development in its entirety.

The expansions will be done in a similar manner as the existing mobile home park. There will be 12 new occupied units in Phase 3 expansion and 24 occupied units in Phase 4 expansion. Phase 5 has not been designed as of this date, but the density will not exceed 4 units per acre when a site plan is submitted.

Access to the site will continue to be from Voorhis Ave. and emergency access shall be provided for each of the phases, with the final locations being determined based on final engineering and permitting considerations. Internal roadways will be paved and no less than 20' in width. The roadways will be privately-owned and maintained by The Oaks. Due to common ownership of this entire site, individual lot lines within the mobile home sections of the PD are not recorded and deeded. Therefore, setbacks in the development agreement will restrict building separations in place of property line setbacks that are generally seen in a traditional

subdivision. Any perimeter landscape buffer shall adhere to the City's Buffer Standard "B" and have a minimum width of 12.5'

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

In the City's Strategic Plan, under Preparing for the Future/Sustainability, it states: "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."

There is a growing need for more housing within our community, as well as nation wide. Mobile home communities offer citizens an alternative lifestyle, and meet different housing needs for various populations.

SUSTAINABILITY:

The approval of this rezoning will provide development standards for all phases of The Oaks. These standards will be within a single document that is both comprehensive and clear.

FISCAL IMPACT:

Residential development within The Oaks will be included on the City's tax rolls and will increase funds for City services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property on second reading from the County's RR zoning, City R-M and City's The Oaks PD, to The Oaks Community Expanded PD 2022, pending the applicant addressing any comments by the City Commission.

BACKGROUND/DISCUSSION:

The applicant is combining several recently purchased properties into one single Planned Development. If approved, The Oaks Community Expanded PD 2022 will include five phases of development over 51.86 acres.

ORDINANCE NO. 2022 - 28

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S RR, RURAL RESIDENTIAL, CITY OF DELAND'S R-M, RESIDENTIAL-MOBILE HOME AND THE OAKS PLANNED DEVELOPMENT TO CITY OF DELAND'S THE OAKS COMMUNITY EXPANDED PD 2022, PLANNED DEVELOPMENT, ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF EAST VOORHIS AVENUE AND SOUTH BLUE LAKE AVENUE, APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 51.86 ACRES OF PROPERTY MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Michael Woods, Esq., LLC (hereinafter referred to as "Applicant"), on behalf of the owner, owns approximately 51.86 +/- acres of land located at the southeast corner of East Voorhis Avenue and South Blue Lake 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 designations from Volusia County's RR, Rural Residential and City of DeLand's, R-M, Residential Mobile Home and The Oaks Planned Development to City of DeLand's The Oaks Community Expanded PD 2022, Planned Development; and

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

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

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

WHEREAS, the proposed development plan is consistent with the Urban Low Intensity land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Volusia County's RR, Rural Residential, City of DeLand's R-M, Residential Mobile Home and The Oaks Planned Development to City of DeLand's Planned Development District, The Oaks Community Expanded PD 2022, on property located at the southeast corner of East Voorhis Avenue and South Blue Lake Avenue, consisting of approximately +/- 51.86 acres of property.

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 The Oaks Community Expanded PD 2022, 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 The Oaks Community Expanded PD 2022, 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 3rd day of October, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: June 06, 2022
Adopted on second reading: October 03, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4, LESS AND EXCEPT THE WEST 176.00 FEET THEREOF, AND THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4, EXCEPT THE EAST 310 FEET OF THE NORTH 370 FEET AND EXCEPT THAT PART FOR ROAD, AND THE EAST 1/2 OF THE SW 1/4 OF THE NW 1/4, EXCEPT THE NORTH 30 FEET THEREOF, AND THE EAST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4, EXCEPT THE NORTH 240 FEET OF THE WEST 200 FEET THEREOF, ALL IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND ALSO ALL OF LOTS 1 TO 48, INCLUSIVE, HILLSIDE TERRACE SUBDIVISION, A SUBDIVISION OF THE SW 1/4 OF THE SE 1/4 OF THE NW 1/4 IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, ACCORDING TO MAP IN MAP BOOK 10, AT PAGE 213, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND VACATED WALTS AVENUE AND VACATED PROSPECT AVENUE OF AFORESAID HILLSIDE TERRACE SUBDIVISION.

LESS AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCE AT THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF VOLUSIA COUNTY, FLORIDA; THENCE N 89°57'00" E, A DISTANCE OF 534.04 FEET; THENCE S 01°35'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF VOORHIS AVENUE; THENCE N 89°57'00" E, A DISTANCE OF 1145.29 FEET ALONG SAID RIGHT-OF-WAY OF VOORHIS AVENUE TO A POINT ON SAID RIGHT-OF-WAY LINE, AND SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE S 01°12'17" W, A DISTANCE OF 34.00 FEET; THENCE S 89°57'00" W, A DISTANCE OF 28.00 FEET; THENCE N 01°12'17" E A DISTANCE OF 34.00 FEET; THENCE N 89°57'00" E, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14, RUN THENCE SOUTH 01°08'34" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 651.68 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 88°30'38" WEST, ALONG THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14, A DISTANCE OF 369.56 FEET; THENCE NORTH 04°59'42" EAST, A DISTANCE OF 654.67 FEET, TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14; THENCE NORTH 88°17'00" EAST, ALONG THE NORTH LINE OF THE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14, A DISTANCE OF 299.57 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

(PER ORB 1890 PG. 1943)

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4,

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

ALSO DESCRIBED AS FOLLOWS:
(CREATED BY SURVEYOR)

THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE "T-BAR" AND CAP #1701 MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE RUN N88°16'32"E, ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 30.04 FEET TO A 4" BY 4" CONCRETE MONUMENT AT THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BLUE LAKE AVENUE, (a 30.00 FOOT RIGHT OF WAY AS MONUMENTED AND OCCUPIED); THENCE RUN N00°24'51"E, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 321.17 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE RUN N88°18'30"E, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 630.57 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION WITH THE EAST LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE RUN S00°30'04"E, ALONG THE EAST LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 320.76 FEET TO THE SOUTHEAST CORNER OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14; THENCE RUN S88°16'32"W, ALONG THE SOUTH LINE OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 14, A DISTANCE OF 635.71 FEET TO THE POINT OF BEGINNING.

AND

DESCRIPTION: (PARCEL 2)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7201, PAGE 4186, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LYING IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 4186;
THENCE RUN N88°30'37"E ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE 418 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N01°12'09"W ALONG A LINE PARALLEL WITH AND 10.00 FEET EAST OF THE WEST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 100.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 40.00 FEET; THENCE RUN S01°12'09"E A DISTANCE OF 75.00 FEET; THENCE RUN N88°30'37"E A DISTANCE OF 400.00 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 175.00 FEET TO A POINT ON THE NORTH LINE OF

OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN N88°30'30"E, ALONG THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 857.13 FEET TO A POINT ON THE EAST LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186; THENCE RUN S01°08'34"E ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF 325.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 856.78 FEET; THENCE RUN N01°12'09"W A DISTANCE OF 125.84 FEET; THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 440.01 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 6.73 ACRES.

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Z22-040 Application of

AMICORP, INC. AND THE OAKS-AMICORP, INC.

ORDINANCE # _____

GRANTING A REQUEST FOR CHANGE OF ZONING FROM Volusia County R-4, City

of DeLand R-M and City of DeLand The Oaks PD

TO

The Oaks Community Expanded PD 2022

The application of THE OAKS-AMICORP, INC., and AMICORP, INC., hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on _____, 2022. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on _____, 2022, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of THE OAKS-AMICORP, INC., and AMICORP, INC was duly and properly filed herein on _____, 2022 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the Applicant is the owner of a 58.59 +/- 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 No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owners of the property, THE OAKS-AMICORP, INC., and AMICORP, INC., agree with the provisions of the Development Agreement.

1 FINDINGS REGARDING REZONING

2

3 A. That the Applicant has applied for a change of zoning from the present

4 zoning classifications of the parcel described in Exhibit "A" from Volusia County R-4, City

5 of DeLand R-M and City of DeLand The Oaks PD to The Oaks Community Expanded PD

6 2022 (Planned Development).

7

8 B. That the said rezoning to a PD is consistent with both the City of DeLand

9 Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose

10 of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as

11 amended, and does promote the public health, safety, morals, general welfare and orderly

12 growth of the area affected by the rezoning request.

13

14 NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF

15 DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY

16 COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA,

17 THIS DAY OF _____, A.D., 2022, AS FOLLOWS:

18

19 A. That the Application of OAKS-AMICORP, INC., and AMICORP, INC. for

20 the rezoning of the subject parcel is hereby granted.

21

22 B. That the zoning classification of the subject parcel described in Exhibit "A"

23 attached hereto is hereby amended from Volusia County R-4, City of DeLand R-M and

24 City of DeLand The Oaks PD to The Oaks Community Expanded PD 2022 as described

1 in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-
2 11, as amended.

3
4 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
5 show the rezoning of said parcel to THE OAKS COMMUNITY EXPANDED PD 2022.

6
7 D. That the City of DeLand Land Development Regulations Ordinance No.
8 2013-11, as amended, is consistent with the provisions of the "Development Agreement"
9 as hereinafter set forth in this Ordinance and with respect to any conflict between Land
10 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
11 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
12 2013-11, as amended, shall govern with respect to any matter not covered by the
13 "Development Agreement." The City of DeLand, will ensure overall compliance with this
14 Ordinance.

15
16 E. Unless otherwise provided for herein, the City of DeLand, Land
17 Development Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in
18 the same manner as the R-M (for the Mobile Home Park Area) and R-1 (for the existing
19 home) zoning classification for the section designated Single-Family Residential.

20
21 F. Nothing in this Ordinance shall abridge the requirements of any City of
22 DeLand Ordinance other than Ordinance No. 2013-11, as amended. Timing and review
23 procedures contained in this Order and Resolution may be modified to comply with the
24 City of DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

1 Further, nothing in the Development Agreement is intended to abridge the requirements
2 of Ordinance No. 2013-11, as amended, and any other City Ordinances.

3

4

DEVELOPMENT AGREEMENT

A. Development Concept. The property shall be developed as a PD substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

1. Planned Development. The Planned Development shall consist of the Development Plan prepared by Engineered Permits Inc. dated _____ and this development agreement. The Planned Development is hereby approved and incorporated in this Ordinance by reference as Exhibit "B". The Planned Development 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 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. Final Site Plan/Subdivision Approval. After the Planned Development is recorded, for that portion of the Property not already developed, a final development order for the final site plan approval and/or final subdivision shall be submitted for review and approval in the manner required by Article XIII 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 development order for the final

1 site plan or subdivision.

2
3 C. Phases of Development. The project has been developed in phases, as
4 detailed in Exhibit "C". For the purposes of this Agreement, Phase One is designated as
5 the Oaks and Phase Two is designated as Cinnamon Circle. Phase Three is designated
6 as Sugar Mint Way, consisting of an existing single-family home on the western half of
7 Parcel 701400000280, otherwise known as 475 South Blue Lake Avenue, DeLand; and
8 the eastern portion of Parcel 701400000280, otherwise known as 475 South Blue Lake
9 Avenue, DeLand, to be developed for manufactured homes, extending from the
10 southwest corner of Phase One. Phase Four is designated as Thyme Way, a southern
11 extension of Phase One. Phase Five is designated as the Future Development Tract.
12 Phase One and Phase Two have been built out to completion and Phase Four is nearly
13 complete. No open burning shall be permitted on the property.

14
15 D. Land Uses Within the PD. This property is restricted to 4 units per acre or
16 less for manufactured homes. These homes will be built under Federal construction and
17 inspection standards and may include customary accessory uses as allowable uses.
18 Siting and accessory structure completions shall be constructed to local building official
19 standards and inspections. Any homes constructed completely onsite would be by local
20 construction standards and inspections. The existing single-family home located on the
21 western portion of Parcel 701400000280, otherwise known as 475 South Blue Lake
22 Avenue, DeLand in Phase Three will remain as an allowable use and the resulting parcel
23 shall have customary single-family accessory uses as allowable uses.

1 E. Development Standards. The design standards for The Oaks Community
2 Expanded PD 2022 established herein are predominantly based on the current R-M
3 zoning designation and the Low-Density future land use designation, except where
4 specifically noted otherwise herein. The Property shall be subject to an age restriction to
5 55 years old and older, as specified by the federal Fair Housing Act of 1968. This age
6 restriction shall not apply to the existing single-family home located within Phase Three.

7 1. Phase One and Phase Two Specific Development Standards. The
8 development of Phase One and Phase Two have been completed. Modification of units
9 or accessory structures located within Phase One and Phase Two shall be made in
10 compliance with the DeLand R-M zoning category. Phases One and Two are hereby
11 vested with 194 units. Amenities may include but are not limited to: passive recreation
12 areas, benches, and walking areas.

13
14 2. Phase Three (Sugar Mint Way) Specific Development Standards. The
15 development standards for Phase Three are as follows:

16 a. Manufactured Home Dwelling Unit Setbacks:

17 Standard Front Yard: 20 feet from edge of pavement.

18 *25% of dwelling units along curved portions of
19 the pavement may utilize a 10-foot setback from
20 edge of pavement.

21 Side Yard Setback: 7 feet 6 inches.

22 Rear Yard Setback: 10 feet.

23 Rear Yard Setback Abutting Perimeter: 12 feet 6 inches.

b. Dwelling Unit Criteria:

- i. Minimum Unit Under Air: 900 square feet.
- ii. Minimum Unit Width: 26 feet.
- iii. Minimum Unit Length: 36 feet.
- iv. No less than 1 covered carport.
- v. A utility room measuring 6 feet by 10 feet.

c. Perimeter Landscape Buffer: Any perimeter buffer shall have a landscaped buffer of no less than 12 feet 6 inches. No perimeter wall is required. Landscaping shall achieve 80% opacity at a height of 6 feet within 1 year of construction. All other buffer requirements shall adhere to Buffer Standard "B" under the City's Land Development Regulations Table 33-92.02(b).

d. Landscape Requirements within the Phase: It is the Developer's intent to retain and protect any trees not within the building envelope extending to 5' beyond the building footprint. All efforts will be made to flip floor plans, rearrange carports and utility rooms to maximize tree preservation. Due to common ownership of this entire site, lot lines are not recorded and deeded. Therefore, there is a maximum of flexibility to move streets, lot lines, homes, and accessory structures in order to accommodate "field adjusting" site development as well as home construction. Xeriscaping is encouraged and natural tree hammocks shall be preserved as much as possible. Lots without trees due to the natural availability of trees shall have a minimum two 15-gallon trees with a planted growth height of 6'(feet).

Amenities may include but are not limited to: passive recreation areas, benches, and walking areas.

e. Single Family Home Parcel Requirements: Developer may

retain common ownership of or create a new lot for the existing single-family home located on the western portion of this parcel, otherwise known as 475 South Blue Lake Avenue, DeLand. The development criteria for the single-family lot shall generally comply with the zoning criteria for the City's R-1B Single Family Dwelling District unless otherwise stated herein.

1.Minimum lot area: 7500 sf.

2.Minimum lot width: 75 ft.

3.Minimum building setbacks:

a. Front: 30 ft.

b. Rear: 20 ft.

c. Side: 10 ft.

3. Phase Four (Thyme Way) Specific Development Standards. The

development of Phase Four is nearly complete, having relied upon the development standards set forth in The Oaks PD, adopted November 19, 2001 (Ord. #2001-25). For consistency and clarification and to expressly remove any requirement for a perimeter stucco wall, the development standards for Phase Four are amended and restated as follows:

a. Dwelling Unit Setbacks:

Standard Front Yard: 20 feet from edge of pavement.

*25% of dwelling units along curved portions of the pavement may utilize a 10-foot setback from edge of pavement.

Side Yard Setback: 7 feet 6 inches.

Rear Yard Setback: 10 feet.

1 Rear Yard Setback Abutting Perimeter: 12 feet 6 inches.

2 Minimum Separation (buildings): 15 feet.

3 b. Dwelling Unit Criteria:

4 i. Minimum Unit Under Air: 900 square feet.

5 ii. Minimum Unit Width: 26 feet.

6 iii. Minimum Unit Length: 36 feet.

7 iv. No less than 1 covered carport.

8 v. A utility room measuring 6 feet by 10 feet.

9
10 c. Perimeter Landscape Buffer: Any perimeter buffer shall have
11 a landscaped buffer of no less than 12 feet 6 inches. No perimeter wall is required.
12 Landscaping shall achieve 80% opacity at a height of 6 feet within 1 year of construction.
13 All other buffer requirements shall adhere to Buffer Standard “B” under the City’s Land
14 Development Regulations Table 33-92.02(b).

15 d. Landscape Requirements within the Phase: It is the
16 Developer’s intent to retain and protect any trees not within the building envelope
17 extending to 5’ beyond the building footprint. All efforts will be made to flip floor plans,
18 rearrange carports and utility rooms to maximize tree preservation. Due to common
19 ownership of this entire site, lot lines are not recorded and deeded. Therefore, there is a
20 maximum of flexibility to move streets, lot lines, homes, and accessory structures in order
21 to accommodate “field adjusting” site development as well as home construction.

22 Xeriscaping is encouraged and natural tree hammocks shall be preserved as much
23 as possible. Lots without trees due to the natural availability of trees shall have a minimum
24 two 15-gallon trees with a planted growth height of 6’.

Amenities may include but are not limited to: passive recreation areas, benches, and walking areas.

4. Phase Five (Future Development Tract) Specific Development Standards. The development standards for Phase Five are as follows:

a. Dwelling Unit Setbacks:

Standard Front Yard: 20 feet from edge of pavement.

*25% of dwelling units along curved portions of the pavement may utilize a 10-foot setback from edge of pavement.

Side Yard Setback: 7 feet 6 inches.

Rear Yard Setback: 10 feet.

Rear Yard Setback Abutting Perimeter: 12 feet 6 inches.

b. Dwelling Unit Criteria:

i. Minimum Unit Under Air: 900 square feet.

ii. Minimum Unit Width: 26 feet.

iii. Minimum Unit Length: 36 feet.

iv. No less than 1 covered carport.

v. A utility room measuring 6 feet by 10 feet.

c. Perimeter Landscape Buffer: Any perimeter buffer shall have

a landscaped buffer of no less than 12 feet 6 inches. No perimeter wall is required.

Landscaping shall achieve 80% opacity at a height of 6 feet within 1 year of construction.

1 All other buffer requirements shall adhere to Buffer Standard “B” under the City’s Land
2 Development Regulations Table 33-92.02(b).

3 d. Landscape Requirements within the Phase: It is the
4 Developer’s intent to retain and protect any trees not within the building envelope
5 extending to 5’ beyond the building footprint. All efforts will be made to flip floor plans,
6 rearrange carports and utility rooms to maximize tree preservation. Due to common
7 ownership of this entire site, lot lines are not recorded and deeded. Therefore, there is a
8 maximum of flexibility to move streets, lot lines, homes, and accessory structures in order
9 to accommodate “field adjusting” site development as well as home construction.

10 Xeriscaping is encouraged and natural tree hammocks shall be preserved as much
11 as possible. Lots without trees due to the natural availability of trees shall have a minimum
12 two 15-gallon trees with a planted growth height of 6’.

13 Amenities may include but are not limited to: passive recreation areas, benches,
14 and walking areas.

15 F. Environmental Considerations. The development of Phases One and Two
16 are complete or nearly complete. The Development of Phase Three, Phase Four, and
17 Phase 5 shall comply with the requirements for preservation of environmental resources
18 as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended.
19 Tree Protection Areas preserving a minimum of 15% shall be required. Phase 5 of the
20 development may include low impact development standards, including but not limited to:
21 xeriscaping, permeable pavement, infiltration trenches, and stormwater planters.

22 G. Sewage Disposal and Potable Water. Except for Phases 1, 2, and 3,
23 provisions for sewage disposal and potable water needs of the phases will be provided in
24 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the

1 Land Development Regulations Ordinance No. 2013-11, as amended, and State of
2 Florida Administrative Code 64E-6.

3 H. Stormwater Drainage. Except for Phases 1, 2 and 3, provisions for
4 stormwater retention shall be in accordance with the Land Development Regulations
5 Ordinance No. 2013-11, as amended.

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 Ordinance No. 2013-11, as amended. The parcel shall be
9 developed in substantial accordance with the following access and transportation system
10 improvements:

11 1. Access to the site will continue to be from Voorhis Avenue.
12 Emergency Access shall be provided as detailed on the Concept Plan in connection with
13 the development of Phase 5. The Concept Plan indicates the anticipated connection
14 location(s); however, the final locations may vary due to final engineering design and
15 permitting considerations.

16 2. Transportation System Improvements. Transportation system
17 improvements will be provided as required by permitting agencies.

18
19 J. Internal Roadways. Roads (other than emergency access rights of way) will
20 be paved and no less than 20 feet wide. All internal roads will be private, owned and
21 maintained by THE OAKS-AMICORP, INC. and AMICORP, INC.

22
23 K. Reverter Provision. The City Commission may rezone any portion of the
24 project which has not secured a final Development Order on or before 5 years from the

1 effective date of this ordinance as may be necessary or appropriate to protect adjoining
2 properties or the public health, safety and welfare, unless the City Commission, for good
3 cause shown, shall extend the time period indicated in this paragraph.
4

5 L. Binding Effect of Plans; Recording; and Effective Date. The Planned
6 Development Plan, including any and all amendments shall bind and inure to the benefit
7 of the Applicant and his successor in title or interest. The Oaks Community Expanded PD
8 2022 zoning, provisions of the "Development Agreement," and all approved plans shall
9 run with the land and shall be administered in a manner consistent with Article XII of the
10 City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended.
11

12 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
13 Court and recorded within forty-five (45) days following execution of the document by the
14 City Commission, in the Official Records of Volusia County, Florida. One copy of the
15 document, bearing the book and page number of the Official Record in which the
16 document was recorded, shall be submitted to the Planning Department for placement in
17 the public file. The date of recording of this document shall constitute the effective date
18 of the PD or its subsequent amendments. The applicant shall pay all filing costs for
19 recording documents.
20
21
22
23
24
25

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: _____

1
2
3
4 WITNESSES:

THE OAKS-AMICORP, INC.,
a Florida corporation

7
8 By: _____
9 KENT S. TITCOMB, President

10
11
12 Printed Name

13
14
15
16
17
18 Printed Name

19 _____
20 *Owner of Property (if other than applicant)*

21
22 The foregoing instrument was acknowledged before me by means of ☐
23 physical presence or ☐ online notarization, this _____ day of
24 _____ (mo/yr), by _____, who is
25 President of The Oaks-Amicorp, Inc., and who is personally known to me or
26 who has produced _____ as identification.
27

28
29
30 NOTARY PUBLIC, STATE OF FLORIDA

31 Type or Print Name:

32 _____
33 Commission No.: _____

34 My Commission Expires: _____
35
36
37
38
39
40
41
42
43
44

1
2
3
4
5
6 WITNESSES:

AMICORP, INC.,
a Florida corporation

7
8
9
10 By: _____

11
12
13
14 Printed Name

15
16
17
18
19
20 Printed Name

21
22 _____
23 *Owner of Property (if other than applicant)*

24
25 The foregoing instrument was acknowledged before me by means of ☐
26 physical presence or ☐ online notarization, this _____ day of
27 _____ (mo/yr), by _____, who is
28 _____ of Amicorp, Inc., and who is personally known to me
29 or who has produced _____ as identification.
30

31
32
33 NOTARY PUBLIC, STATE OF FLORIDA

34 Type or Print Name:

35 _____
36 Commission No.: _____

37 My Commission Expires: _____
38
39
40

EXHIBIT "B"

CONCEPTUAL SITE PLAN

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57

1
2
3
4
5

EXHIBIT "C"
PHASING PLAN

1 EXHIBIT "A"

2
3 LEGAL DESCRIPTION
4

5 PARCEL 1:

6 THE NORTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4, LESS AND EXCEPT THE WEST
7 176.00 FEET THEREOF, AND THE NW 1/4 OF THE SE 1/4 OF THE NW 1/4, EXCEPT THE EAST 310
8 FEET OF THE NORTH 370 FEET AND EXCEPT THAT PART FOR ROAD, AND THE EAST 1/2 OF THE SW
9 1/4 OF THE NW 1/4, EXCEPT THE NORTH 30 FEET THEREOF, AND THE EAST 1/2 OF THE NW 1/4
10 OF THE SW 1/4 OF THE NW 1/4, EXCEPT THE NORTH 240 FEET OF THE WEST 200 FEET THEREOF,
11 ALL IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, AND
12 ALSO ALL OF LOTS 1 TO 48, INCLUSIVE, HILLSIDE TERRACE SUBDIVISION, A SUBDIVISION OF THE
13 SW 1/4 OF THE SE 1/4 OF THE NW 1/4 IN SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
14 ACCORDING TO MAP IN MAP BOOK 10, AT PAGE 213, OF THE PUBLIC RECORDS OF VOLUSIA
15 COUNTY, FLORIDA; AND VACATED WALTS AVENUE AND VACATED PROSPECT AVENUE OF
16 AFORESAID HILLSIDE TERRACE SUBDIVISION.
17

18 LESS AND EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCE AT THE NW
19 CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
20 OF VOLUSIA COUNTY, FLORIDA; THENCE N 89°57'00" E, A DISTANCE OF 534.04 FEET; THENCE S
21 01°35'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF
22 VOORHIS AVENUE; THENCE N 89°57'00" E, A DISTANCE OF 1145.29 FEET ALONG SAID RIGHT-OF-
23 WAY OF VOORHIS AVENUE TO A POINT ON SAID RIGHT-OF-WAY LINE, AND SAID POINT BEING
24 THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE S 01°12'17" W, A DISTANCE OF 34.00
25 FEET; THENCE S 89°57'00" W, A DISTANCE OF 28.00 FEET; THENCE N 01°12'17" E A DISTANCE OF
26 34.00 FEET; THENCE N 89°57'00" E, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING, ALL
27 LYING IN VOLUSIA COUNTY, FLORIDA.
28

29 PARCEL 2:

30 THAT PORTION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST ¼ OF SECTION
31 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE
32 PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING, SAID POINT BEING
33 THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID
34 SECTION 14, RUN THENCE SOUTH 01°08'34" EAST ALONG THE EAST LINE OF THE NORTHWEST
35 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 651.68 FEET TO THE
36 SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
37 SAID SECTION 14; THENCE SOUTH 88°30'38" WEST, ALONG THE NORTH 1/2 OF THE NORTHWEST
38 1/4 OF THE SOUTHWEST V4 OF AFORESAID SECTION 14, A DISTANCE OF 369.56 FEET; THENCE
39 NORTH 04°59'42" EAST, A DISTANCE OF 654.67 FEET, TO THE NORTH LINE OF THE SOUTHWEST
40 1/4 OF AFORESAID SECTION 14; THENCE NORTH 88°17'00" EAST, ALONG THE NORTH LINE OF
41 THE OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 14, A DISTANCE OF 299.57 FEET TO THE
42 POINT OF BEGINNING.
43

44 TOGETHER WITH
45

1 (PER ORB 1890 PG. 1943)

2
3 THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼, SECTION
4 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,
5 FLORIDA, LESS ROAD RIGHT-OF-WAY.

6
7 ALSO DESCRIBED AS FOLLOWS:
8 (CREATED BY SURVEYOR)

9
10 THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼, SECTION
11 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, LESS ROAD RIGHT-OF-
12 WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

13
14 COMMENCE AT THE "T-BAR" AND CAP #1701 MARKING THE SOUTHWEST CORNER OF THE
15 SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14; THENCE RUN N88°16'32"E, ALONG
16 THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14, A DISTANCE
17 OF 30.04 FEET TO A 4" BY 4" CONCRETE MONUMENT AT THE INTERSECTION WITH THE EAST
18 RIGHT OF WAY LINE OF BLUE LAKE AVENUE, (a 30.00 FOOT RIGHT OF WAY AS MONUMENTED
19 AND OCCUPIED); THENCE RUN N00°24'51"E, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF
20 321.17 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION WITH THE
21 NORTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST
22 ¼ OF SAID SECTION 14; THENCE RUN N88°18'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF
23 THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14, A
24 DISTANCE OF 630.57 FEET TO A "T-BAR" WITH NO IDENTIFICATION MARKING THE INTERSECTION
25 WITH THE EAST LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE
26 NORTHWEST ¼ OF SAID SECTION 14; THENCE RUN S00°30'04"E, ALONG THE EAST LINE OF THE
27 SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION
28 14, A DISTANCE OF 320.76 FEET TO THE SOUTHEAST CORNER OF THE SOUTH ½ OF THE
29 SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14; THENCE RUN
30 S88°16'32"W, ALONG THE SOUTH LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE
31 SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14, A DISTANCE OF 635.71 FEET TO THE
32 POINT OF BEGINNING.

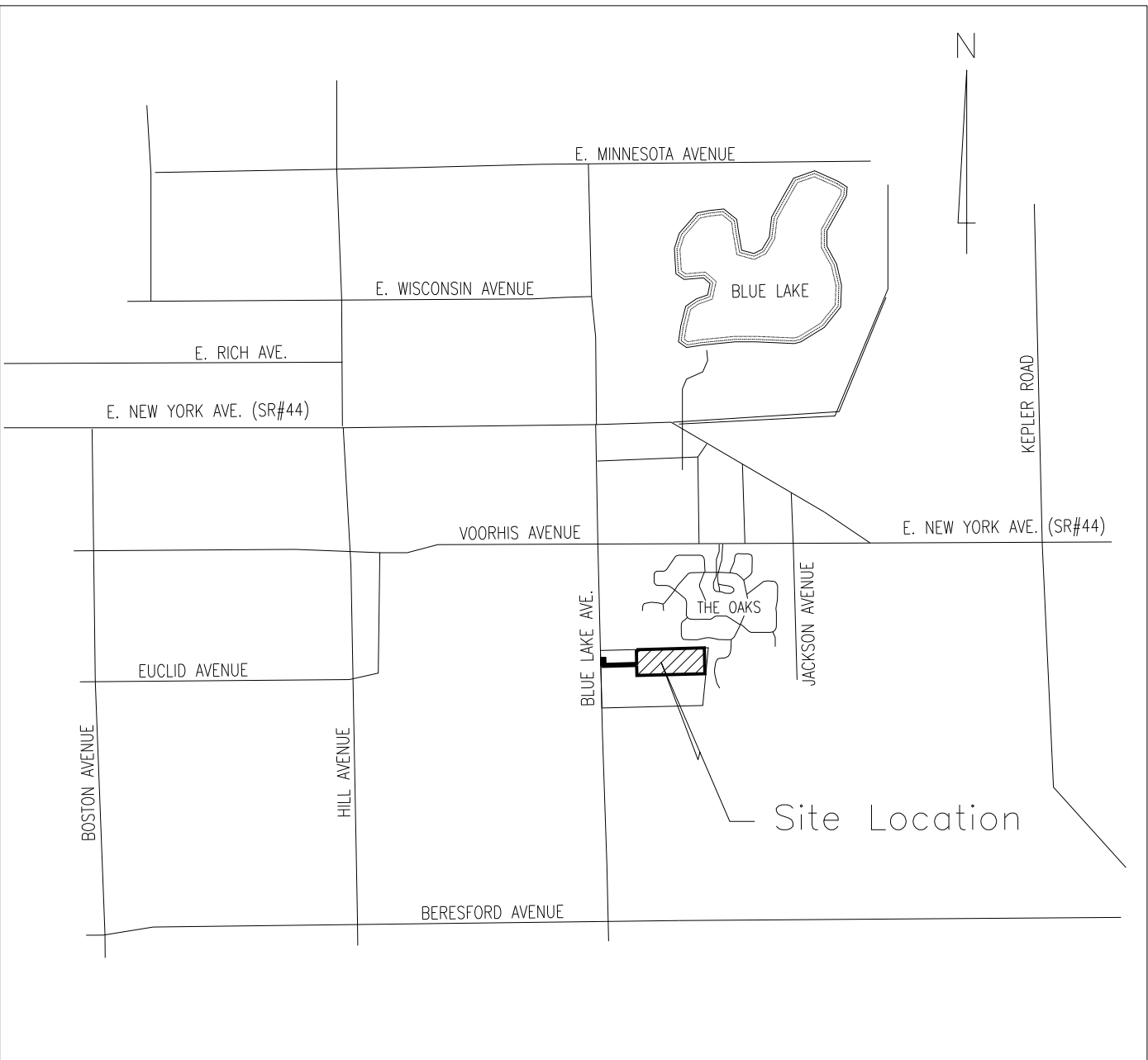
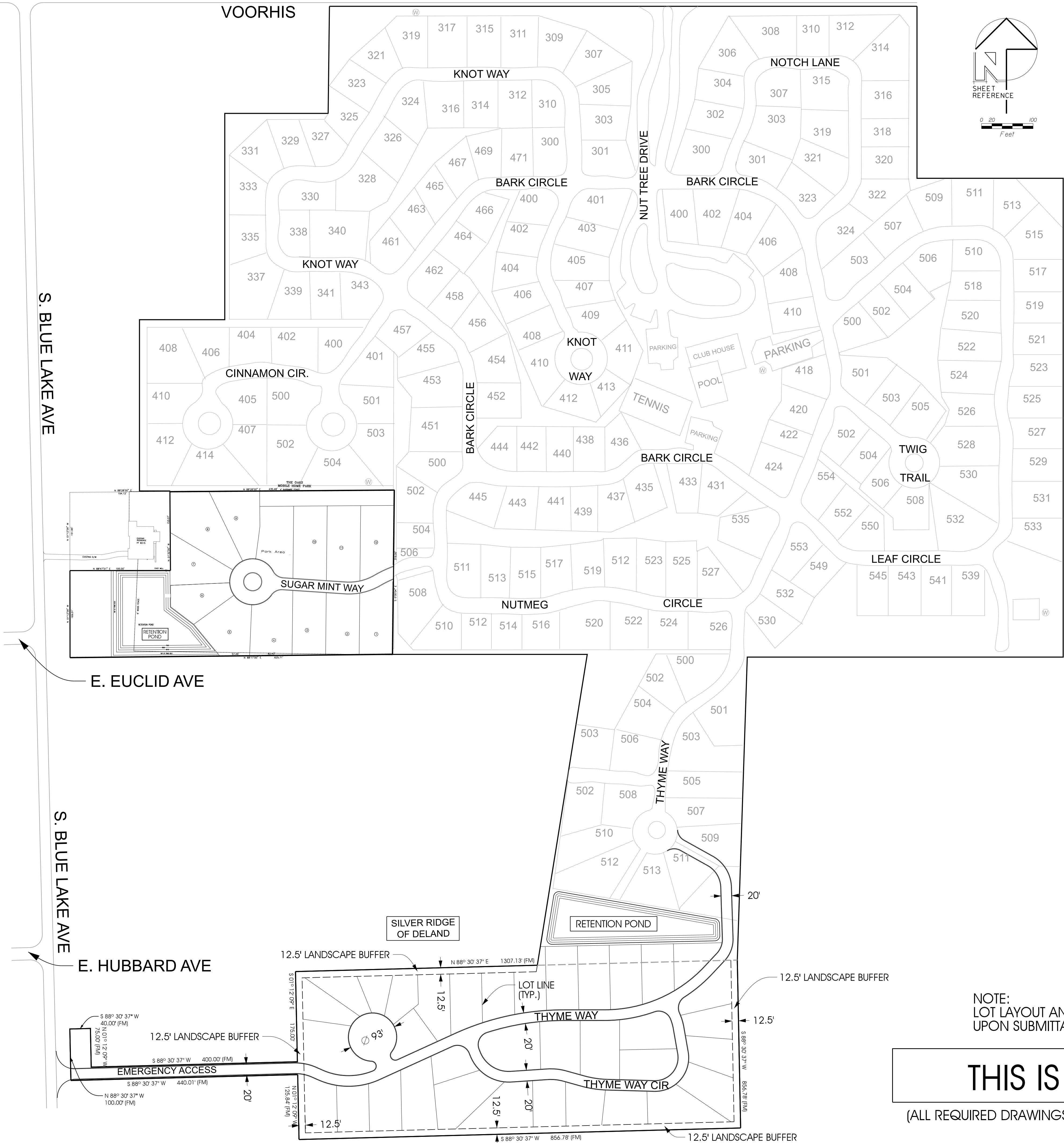
33
34 AND

35
36 DESCRIPTION: (PARCEL 2)

37
38 A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS
39 BOOK 7201, PAGE 4186, OF THE PUBLIC RECORDS OF VOLUSIA
40 COUNTY, FLORIDA, AND LYING IN SECTION 14, TOWNSHIP 17
41 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND BEING
42 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

43
44 COMMENCE AT THE SOUTHWEST CORNER OF THOSE LANDS

1 DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT PAGE
2 4186;
3 THENCE RUN N88°30'37"E ALONG THE SOUTH LINE OF THOSE
4 LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201 AT
5 PAGE 418 A DISTANCE OF 10.00 FEET TO THE POINT OF
6 BEGINNING; THENCE RUN N01°12'09"W ALONG A LINE PARALLEL
7 WITH AND 10.00 FEET EAST OF THE WEST LINE OF THOSE
8 LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7201,
9 PAGE 4186, A DISTANCE OF 100.00 FEET; THENCE RUN
10 N88°30'37"E A DISTANCE OF 40.00 FEET; THENCE RUN
11 S01°12'09"E A DISTANCE OF 75.00 FEET; THENCE RUN
12 N88°30'37"E A DISTANCE OF 400.00 FEET; THENCE RUN
13 N01°12'09"W A DISTANCE OF 175.00 FEET TO A POINT ON THE
14 NORTH LINE OF OFFICIAL RECORDS BOOK 7201, PAGE 4186;
15 THENCE RUN N88°30'30"E, ALONG THE NORTH LINE OF SAID
16 OFFICIAL RECORDS BOOK 7201, PAGE 4186, A DISTANCE OF
17 857.13 FEET TO A POINT ON THE EAST LINE OF OFFICIAL
18 RECORDS BOOK 7201, PAGE 4186; THENCE RUN S01°08'34"E
19 ALONG THE EAST LINE OF SAID OFFICIAL RECORDS BOOK 7201,
20 PAGE 4186, A DISTANCE OF 325.84 FEET; THENCE RUN
21 S88°30'37"W ALONG THE SOUTH LINE OF SAID OFFICIAL
22 RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF 856.78 FEET;
23 THENCE RUN N01°12'09"W A DISTANCE OF 125.84 FEET;
24 THENCE RUN S88°30'37"W ALONG THE SOUTH LINE OF SAID
25 OFFICIAL RECORDS BOOK 7201, PAGE 4186 A DISTANCE OF
26 440.01 FEET TO THE POINT OF BEGINNING.
27 SAID PARCEL CONTAINS 6.73 ACRES.



LOCATION MAP
NTS

SITE DATA

PARCEL: 701400000216
CURRENT ZONING = RR (RURAL RESIDENTIAL)
PROPOSED ZONING = PD (PLAN DEVELOPMENT)
TOTAL PROPOSED LOTS = 34 LOTS

TOTAL CONTIGUOUS AREA = 273,225 SF (6.27 AC)
TOTAL PROPOSED BUILDINGS= 68,306 SF (25.00%)
TOTAL PROPOSED PAVEMENT = 46,915 SF (17.17%)

TOTAL IMPERVIOUS AREA = 115,221 SF (42.17%)
TOTAL PERVIOUS AREA = 158,004 SF (57.83%)

TOTAL STORM WATER POND = 23,943 SF (8.76%)

BUILDING SETBACK:
FRONT = 20'
SIDES = 7.5'
REAR = 10'
REAR = 12.5' (ABUTTING PERIMETER)

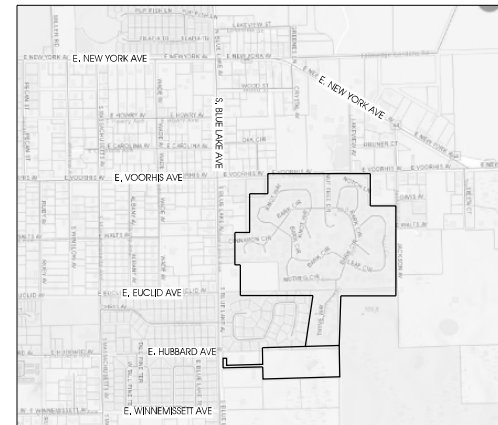
LANDSCAPE BUFFER:
FRONT (W)= 12.5'
REAR (E) = 12.5'
SIDES (N)= 12.5'
SIDES (S)= 12.5'

NOTE:
LOT LAYOUT AND STREET LOCATION ARE SUBJECT TO CHANGE
UPON SUBMITTAL OF THE DEVELOPMENT APPLICATION.

THIS IS A CONCEPT PLAN

(ALL REQUIRED DRAWINGS WILL BE SUBMITTED ONCE CONCEPT PLAN IS APPROVED)

ENGINEERING		PLANNING		DESIGN		PERMITTING	
PROJECT:		SHEET TITLE:		REVISIONS:		DATE	
CONCEPTUAL SITE PLAN FOR THYME WAY EXPANSION DELAND, FL		SITE DATA AND LAYOUT SHEET		DATE		DATE	



LOCATION MAP
SCALE: NTS



SCALE: NTS

[illegible]

***THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL J. WJUTIAK, P.E. ON 4/12/2022. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. UNLESS THE RAISED SEAL HAS BEEN UTILIZED. ***

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD
April 20, 2022**

APPLICATION NO.: Z22-040

APPLICANT: Mr. Michael Woods, Esq., Cobb Cole

REQUEST: Amend the existing zoning designation from Volusia County's R-4 & RR to City of DeLand's The Oaks Community 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:	Generally located at the southeast corner of E. Voorhis Ave. and S. Blue Lake Ave.
Parcel Size:	± 51.86 acres
Land Use:	Volusia County Urban Low Intensity
Existing Zoning:	Volusia County RR – Rural Residential
Existing Use:	Undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	LDR; MDR	R-1AA; The Oaks PD; R-1B; R-M
South:	VC: ULI; LDR	VC: Rural Residential; R-1AA
East:	LDR; MDR	RR; R-M
West:	LDR; VC: ULI	R-1B; R-4

B. ANALYSIS:

The proposed development consists of ± 51.86 acres of property generally located at the southeast corner of E. Voorhis Ave. and S. Blue Lake Ave. The Oaks Community is an existing age-restricted mobile home community, and carries a mixture of both PD zoning as well as R-M zoning. The applicant is requesting to incorporate existing The Oaks Community and The Oaks PD, with additional property, into a single PD. The new PD will take the place of the existing PD.

The applicant has submitted concurrent applications for an annexation (AN22-066) and for a future land use amendment (SMLU22-067) to change the future land use designation from Volusia County's Urban Low Intensity to City of DeLand's Urban Low Intensity.

Phasing of the PD is documented within The Oaks development agreement, which also provides a graphic of the Phasing Plan included as "Exhibit C". Phase One is designated as the Oaks and

THE FOLLOWING TRC COMMENTS REMAINING:

Applicant's responses are noted and bolded.

PLANNING DEPARTMENT COMMENTS:

Word doc

1. Please provide a Word document copy of the PD Agreement with future submittals.

RESPONSE: Noted, thank you.

Emergency Access

2. Call out location of the Emergency Access easement on the plan (of Phase 2).

RESPONSE: This will be provided in design plans at a future stage.

Decorative Wall

3. In PD Agreement, you state that a decorative wall will not be required. If you do not plan on constructing one, please remove the wall details at the top of the page.

RESPONSE: Please see updated revised phasing plan

RR Zoning

4. Pg.1/Line 10 – Please delete reference to “Volusia County RR” as no portion of this site has such zoning classification.

RESPONSE: Please see updated PD Agreement.

Trip Generation Report

5. During the review of the last zoning application (Z21-073) you were informed that an updated Trip Generation Report was needed stating the number of new MH's proposed & their trips.

RESPONSE: Please see the attached traffic memo dated 4/5/2022.

Overall phase map

6. Please add an additional page to Exhibit “B” of a simple map showing an overall view of entire PC and the location of the 3 phases outlined & labelled.

RESPONSE: Please see updated plan attached.

RR Zoning

7. Pg. 3/Lines 5&23 – Please delete reference to “Volusia County RR” as no portion of this site has such zoning classification.

RESPONSE: Please see updated PD Agreement.

Capitalize

8. Pg. 6/Line20 – Please capitalize the “O” in Development Order.

RESPONSE: Please see updated PD Agreement (we decided to lowercase it all for consistency).

Duplicate Line

9. Pg. 7/Line6 – Statement “Phase One has been built out to completion.” Is a duplicate of Lines 10-11. Please delete first occurrence.

RESPONSE: Please see updated PD Agreement.

Semicolon

10. Pg. 7/Line 9 – Please add semicolon for clarity.

RESPONSE: Please see updated PD Agreement.

Customary uses

11. Pg.7/Section D – Also add “all customary uses” statement for the MH’s, same as the single-family residence.

RESPONSE: Please see updated PD Agreement.

Hereby

12. Page8/Line 7 – Hereby is one word.

RESPONSE: Please see updated PD Agreement.

Correct date

13. Page 8/Line 11 – Please add exact adoption date – November 19, 2001 (Ord. #2001-25)

RESPONSE: Please see updated PD Agreement.

Phase 2 Landscaping

14. Pg. 8 & 9 – Please switch section “b” of Phase Two with “c” so both landscaping section are co-located.

RESPONSE: Please see updated PD Agreement.

Screened Porch

15. Pg. 9/Line 7 – As currently written, a screened porch is required for all units; do you wish this to be a requirement?

RESPONSE: Please see updated PD Agreement removing this language.

Phase 3 Landscaping

16. Pg. 10 – Please switch section “b of Phase Two with “c” so both landscaping sections are co-located.

RESPONSE: Please see updated PD Agreement.

Screened Porch

17. Pg. 10/Line 13 - As currently written, a screened porch is required for all units; do you wish this to be a requirement?

RESPONSE: Please see updated PD Agreement removing this language.

Buffer Standard

18. Pg. 10/Section b – Please add a Buffer Standard “B” requirement.

RESPONSE: Please see updated PD Agreement.

Separation between units

19. Page 10/section a – Add a requirement for a minimum separation distance of 15 ft.

RESPONSE: Please see updated PD Agreement.

Buffer Standard

20. Pg. 8/Section b – Please add a Buffer Standard “B” requirement.

RESPONSE: Please see updated PD Agreement.

Opacity

21. Pg. 8/Line 24 – 80% screening with vegetation is more the standard, as 100% opacity is difficult to achieve with plants.

RESPONSE: Please see updated PD Agreement.

22. Pg. 10/Line 6 - 80% screening with vegetation is more the standard, as 100% opacity is difficult to achieve with plants.

RESPONSE: Please see updated PD Agreement.

Title

23. Label Plan as “Phase Two”

RESPONSE: Please see attached phasing plan.

Label

24. Label as “Phase Three” on plan.

RESPONSE: Please see attached phasing plan.

Show buffer

25. Separate out/delineate the perimeter buffer on plan.

RESPONSE: This will be provided in design plans at a future stage.

Fences

26. There is a barbed wire fence shown on the northern boundary between phases 1 & 3. Barbed wire is not permitted within the City of DeLand. Please remove the fence for the plan and in the field during construction. Also please do the same for the 6-ft. wood fence running through the proposed stormwater retention pond.

RESPONSE: That is because it is from the survey. This will be removed as part of design plans at a future date.

Project Data Table

27. In “Project Data” table, please give the total impervious percentage for all 4.66 acres of Phase 3.

RESPONSE: This will be provided in design plans at a future stage.

Park Area

28. In PD Agreement language, describe the “Park Area” and state the type of amenities to be provided here. (Bench, doggy bag holder, etc.)

RESPONSE: Please see updated PD Agreement dated 4/4/2022.

Concept Plan Copies

29. Please upload more-legible copies of Phases Two & Three’s concept plans to this application.

RESPONSE: Please see attached phasing plan.

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 extension of the existing The Oaks MHP. Proposed lots are of a similar size as those found in a previous southerly extension of The Oaks MHP, and overall density is capped by the PD at 4 dwelling units per acre. Moreover, including the existing single-family home onsite, the actual density calculates at only 2.79 actual dwelling units per acre.

The development is consistent with the Comprehensive Plan in that the underlying proposed land use category of Urban Low Intensity allows up to 4 dwelling units per acre.

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

This request is for an amendment to the zoning designation only, and no site plan has been submitted at this time. This is an in-fill project, so the impact to the environment should be minimal. The developer has also stated in the PD Agreement that in addition to providing the required 15% Tree Protection Area, they intend to retain and protect any trees located beyond 5 ft. from the building footprint. In addition, all efforts will be made to flip floor plans and/or make site adjustments on an individual lot level in order to maximize tree preservation.

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

The infusion of new, affordable housing types for seniors should have a positive impact on the general area.

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

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City.

The City's Utilities Department has indicated that there is both water and sewer capacity to serve the development, via both S. Blue Lake Ave. (*water only*) and internally, through the existing mobile home park. (*water & sewer*)

The current site will be used for the future expansion of the mobile home property. There will be 12 new occupied units on the Sugar Mint Way expansion and 24 occupied units in the Thyme Way Future expansion. Using the ITE Trip Generation Software we have calculated the potential new trips using the Mobile Home Land Use number 240 with 36 occupied dwelling units. This results in 180 average weekday 2 way driveway trips onto Voorhis Avenue. The AM peak will be 16 new trips and the PM peak will be 21 new trips. Based on the low number of proposed new trips this project will not exceed any undesirable effects on the roadway.

Due to the size of the project, a full Traffic Impact Analysis is not required.

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 current housing market's situation of increased demand for housing, accompanied with limited housing stock, supports infill projects such as this.

6. Was there a mistake in the original classification?

The property is being annexed into the City and therefore needs a City zoning designation.

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

The infusion of additional homes for those of retirement age should have a positive impact on the general area.

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

With appropriate screening to neighboring residents, development of the subject property as an expansion to the adjacent mobile home park should have little to no negative impact upon public health, safety and welfare.

C. CONCLUSION:

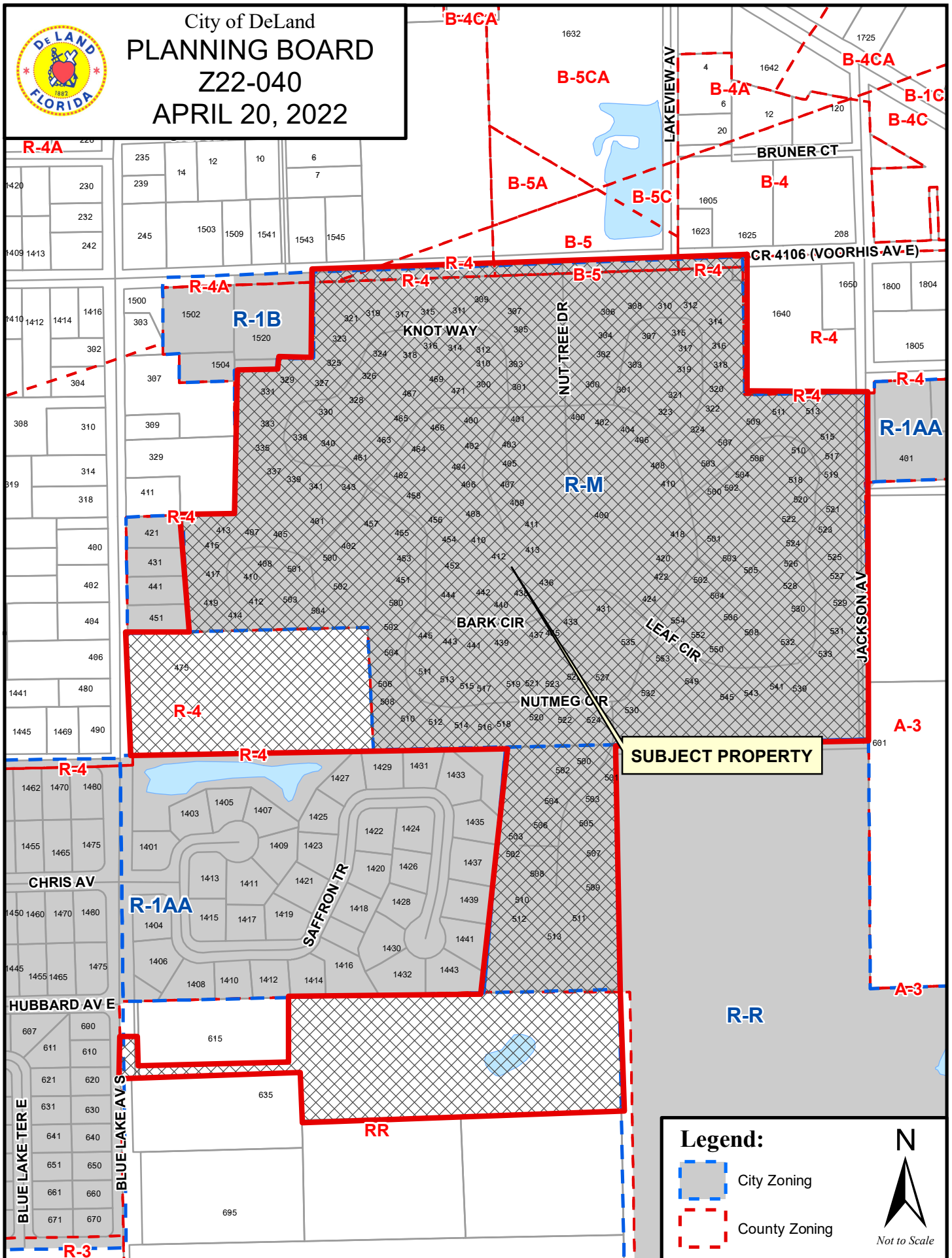
The Applicant is proposing a rezoning of the subject properties to a Planned Development to incorporate existing The Oaks Community and The Oaks PD, with additional property, into a single, consolidated PD. Submittal of a site plan will be required to ensure the provisions of the Planned Development Agreement are satisfied for all new development, as determined by TRC Staff.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the zoning request to the City Commission with a recommendation for approval, subject to addressing all comments from Staff and the Planning Board.

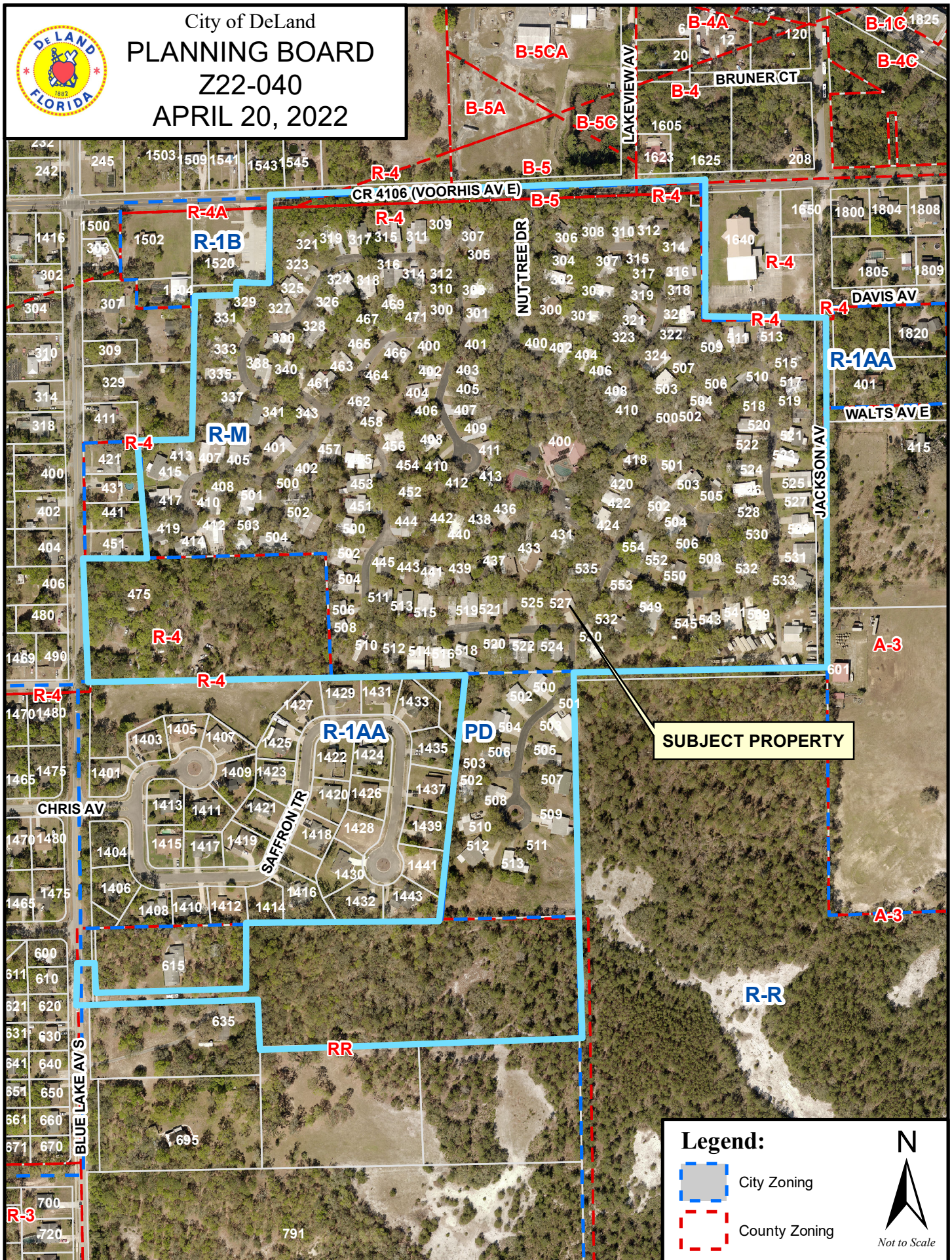


City of DeLand
PLANNING BOARD
Z22-040
APRIL 20, 2022





City of DeLand
PLANNING BOARD
Z22-040
APRIL 20, 2022



CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Second Reading of Ordinance No. 2022-29, Changing the Zoning of Approximately 28.64 Acres of Property, Located at the Southeast Corner of Martin Luther King Boulevard and Cassadaga Road, from County R-4C & R-4 to CTC DeLand PD to Develop a Multi-Family Residential Project.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-29 , Exhibit A - Legal Description, Exhibit B - Planned Development Agreement with Concept Plan, Exhibit A to PD, Exhibit B to PD, Z22-053 Staff Report, Z22-053 Zoning and Location Map, Z22-053 Aerial Map, DeLand Tech Park Comprehensive Plan Trip Comparison

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

This is the second reading of the Ordinance to rezone 28.64 acres from County R-4C & R-4 to CTC DeLand PD to develop a multi-family residential project, located at the SE corner of Martin Luther King Blvd. & Cassadaga Road. This application is for the development of a 233-unit multi-family residential project (originally proposed 238 units). The site, located in the southeast section of the city limits, is currently vacant, undeveloped and heavily vegetated. The site is a part of the Southwest Activity Center, which previously was the subject of a DRI including property located in unincorporated Volusia County and within the city limits of Orange City and Deltona. The DRI has been dissolved and the City of DeLand maintains the Activity Center land use designation to provide guidance for development of property in the area.

The concept for the development is a multi-family development designed to reflect a single family neighborhood with single and two unit buildings instead of the typical apartment layout of larger buildings with multiple units. The concept plan includes open spaces/tree protection, stormwater areas, amenities including pocket parks, a dog park, a walking trail and a six to eight foot concrete perimeter wall or fence. Due to the wall being located on the property line, staff is requesting that the wall be designed to be decorative or moved inward to allow for landscaping to be planted between the wall and the property boundary.

The project has a main entrance from Cassadaga Road and a second entrance from Martin Luther King Boulevard designed to serve this development and an inter-connection to the currently undeveloped area to the south. This entrance driveway does not continue eastward to the main north-south road being proposed in the adjacent industrial park. However, this east-west connection is being requested by Volusia County as part of their review of the use permit which is required to connect to a county roadway. As the applicant and the County work out the details of this permit, the layout for the PD agreement may need to be revised and therefore any required changes were not available at the time this agenda was prepared. If an east-west inter-connection is required, then the PD will have to be amended to address any conditions of the County permit.

At the first reading of the ordinance, the Commission commented that the PD should be revised to address the following comments before coming back before them:

1. This project is located in a commercial & industrial area which requires better protection from noise. Note - Landscape buffer and wall proposed along the west and south boundary should help to reduce noise in the complex. However, as noted above, the wall should be designed to be aesthetically appealing rather than just a plan precast concrete wall.
2. Increase the surrounding buffers, especially at the intersection of Cassadaga Rd. & Martin L. King Blvd. Note - 40' landscape buffer is proposed along the east and north boundary.
3. Emphasize that no burning of cleared vegetation will be permitted. Note - text added under the phasing section that prohibits open burning.
4. Clearly state that this project will be protective of the environment through methods such as Low Impact Development, drought & Florida friendly plant materials, tree protection for historic trees and generally more plantings provided. Note - Standards added under the Environmental Considerations section that addresses historic tree removal must follow current city provisions. Low impact development strategies and Florida-friendly landscaping will be used in the development.
5. Clearly state what amenities will be provided. Note - Has not specifically stated which amenities will be provided, but list the ones that may be provided.
6. Consider how this project will be integrated into the rest of the activity center. Note - Pedestrian connections have been added to the south and east.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles:

Strategies:

Community consistent growth

Action Steps:

Encourage use of Planned Development Agreements in zonings.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Planning staff is recommending that the request to rezone the subject property be approved by the City Commission on second reading with the change to the agreement to ensure the perimeter wall will either be moved away from the property line to allow for landscaping or to have a decorative concrete wall.

BACKGROUND/DISCUSSION:

The Planning Board, at the May 18th meeting, recommended approval with comments that were addressed by the applicant.

Staff reviewed the traffic memo that provided trip comparison between the four projects in the Activity Center Local Plan, Canopy Terrace, CTC DeLand PD, DeLand Tech Park PD (currently at the Planning Board) and Advent's property. The traffic information is attached which shows that the projects do not exceed the total trips contained in the Comprehensive Plan.

Refer to staff report for additional information.

ORDINANCE NO. 2022 - 29

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S R-4C, URBAN SINGLE-FAMILY RESIDENTIAL-THOROUGHFARE CORRIDOR AND R-4, URBAN SINGLE-FAMILY RESIDENTIAL TO CITY'S PLANNED DEVELOPMENT, CTC DELAND PD, ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF DR. MARTIN LUTHER KING, JR., BOULEVARD AND CASSADAGA ROAD; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 28.64 +/- ACRES OF PROPERTY MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Mark Watt, Esq., (hereinafter referred to as "Applicant"), on behalf of the owners, own approximately 28.64 +/- acres of land located at the southeast corner of Dr. Martin Luther King, Jr., Boulevard and Cassadaga Road, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from Volusia County's R-4C, Urban Single-Family Residential Thoroughfare Corridor and R-4, Urban Single-Family Residential to CTC DeLand PD, Planned Development; and

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

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

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

WHEREAS, the proposed development plan is consistent with West Central and Commerce Districts future land use designations.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Volusia County's R-4C, Urban Single-Family Residential Thoroughfare Corridor and R-4, Urban Single-Family Residential to CTC DeLand, PD, Planned Development, on property located at southeast corner of Dr. Martin Luther King Jr., Boulevard and Cassadaga Road, consisting of approximately 28.64 +/- acres of property.

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 CTC DeLand 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 CTC DeLand 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 3rd day of October, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 15, 2022
Adopted on second reading: October 03, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOTS 4 AND 5, SECTION 6, TOWNSHIP 18 SOUTH,
RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF CASSADAGA ROAD PER
OFFICIAL RECORDS BOOK 3779, PAGE 3745 OF THE PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA AND THE EASTERLY LINE OF SAID GOVERNMENT LOT 4; THENCE RUN
SOUTH 00°14'44" EAST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 1028.00 FEET;
THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 89°43'30" WEST, FOR A DISTANCE
OF 118.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY;
THENCE RUN NORTHWESTERLY ALONG SAID CURVE: HAVING A CENTRAL ANGLE OF
15°36'56", A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 272.54 FEET, A CHORD
BEARING OF NORTH 81°55'02" WEST AND A CHORD DISTANCE OF 271.70 FEET TO THE
POINT OF TANGENCY; THENCE RUN NORTH 74°06'34" WEST, FOR A DISTANCE OF 169.10
FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE
RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 3°39'55", A
RADIUS OF 1520.00 FEET, AN ARC LENGTH OF 97.24 FEET, A CHORD BEARING OF NORTH
75°56'32" WEST AND A CHORD DISTANCE OF 97.22 FEET TO THE POINT ON A RADIAL LINE;
THENCE RUN SOUTH 12°13'31" WEST ALONG SAID RADIAL LINE, FOR A DISTANCE OF
80.00 FEET TO THE POINT ON A CURVE CONCAVE SOUTHERLY; THENCE DEPARTING SAID
RADIAL LINE, RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF
12°42'11", A RADIUS OF 1440.00 FEET, AN ARC LENGTH OF 319.26 FEET, A CHORD
BEARING OF NORTH 84°07'35" WEST AND A CHORD DISTANCE OF 318.61 FEET TO THE
POINT OF TANGENCY; THENCE RUN SOUTH 89°31'20" WEST, FOR A DISTANCE OF 362.16
FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MARTIN LUTHER KING JR.
BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 3779, PAGE 3819 OF SAID
PUBLIC RECORDS AND A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE RUN
NORTHEASTERLY ALONG SAID CURVE AND EASTERLY RIGHT OF WAY LINE HAVING A
CENTRAL ANGLE OF 2°43'48", A RADIUS OF 5629.58 FEET, AN ARC LENGTH OF 268.24
FEET, A CHORD BEARING OF NORTH 06°53'12" EAST AND A CHORD DISTANCE OF 268.22
FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 08°15'06" EAST, FOR A
DISTANCE OF 225.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE
WESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL
ANGLE OF 04°38'00", A RADIUS OF 5829.58 FEET, AN ARC LENGTH OF 471.41 FEET, A
CHORD BEARING OF NORTH 05°56'07" EAST AND A CHORD DISTANCE OF 471.28 FEET TO
A POINT ON THE "AF" SAID SOUTH RIGHT OF WAY LINE OF CASSADAGA ROAD; THENCE
RUN NORTH 89°31'20" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE
OF 1223.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.642 ACRES OF LAND, MORE OR LESS.

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case # Z-22-_____, Application of

TM BTR OF FLORIDA, LLC

ORDINANCE # 2022-_____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM COUNTY R-4C & R-4

TO CTC DELAND PD

The application of TM BTR of Florida, LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on _____, 20____, 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 _____, 2022, and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of TM BTR of Florida, LLC was duly and properly filed herein on March 15, 2022 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the Applicant is the Contract Purchaser of a 28.64 +/- acre parcel of land which is the subject of this application and which land is situated in DeLand, Florida and more particularly described in the attached Exhibit "A" (hereinafter the "Property").

D. That the Applicant has complied with the Planned Development Plan provision as required by Land Development Regulations Ordinance No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owners of the Property, Stonekirk Ventures, LLC, 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 Property from County R-4C & R-4 to CTC DELAND PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS ____ DAY OF _____, 20____, AS FOLLOWS:

A. That the Application of TM BTR of Florida, LLC, a Florida limited liability company, for the rezoning of the Property is hereby granted.

B. That the zoning classification of the Property is hereby amended from County R-4C & R-4 to CTC DELAND PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand is hereby amended to
2 show the rezoning of the Property to CTC DELAND PD.

3
4 D. That the City of DeLand, Land Development Regulations Ordinance No.
5 2013-11, as amended, is consistent with the provisions of the "Development Agreement" as
6 hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 2013-11, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement". The City of DeLand will ensure overall compliance with this
11 Ordinance.

12
13 E. Unless otherwise provided for herein the City of DeLand, Land Development
14 Regulations Ordinance No. 2013-11, as amended, shall apply to the Property and the PD in
15 the same manner as the R-12 zoning classification.

16
17 F. Except as otherwise stated herein, nothing in the Development Agreement is
18 intended to abridge the requirements of Ordinance No. 2013-11, as amended, and any
19 other City Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The Property shall be developed as CTC DELAND PD, substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the Property as a PD and shall regulate the future land use of this parcel.

B. Planned Development Plan. The Planned Development Plan shall consist of the PD Plan Map prepared by LevelUp Consulting, LLC, and dated _____, 2022 and this Development Agreement. The PD Plan Map is hereby approved and incorporated in this Ordinance and Development Agreement by reference as Exhibit "B". The Planned Development Plan shall be filed and retained for public inspection in the Planning Department, and it shall constitute a supplement to the Official Zoning Map of the City of DeLand.

C. Amendments. All amendments of the Planned Development Plan, other than those deemed by the Planning Department to be minor amendments as set out in Land Development Regulations 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.

D. Site Plan Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and landfill, a final site plan of the area, whether one phase or multiple phases, shall be submitted for review and approval in the manner required by Article 13 of the City of DeLand Land Development Regulations, Ordinance No.

2013-11, as amended.

E. Unified Ownership. The applicant or its successors shall maintain unified ownership of the Property until after issuance of the final site plan.

F. Phases of Development. The project may be developed in one or more than one phase. Grading may occur by phase. No open burning shall be permitted on the property.

G. Land Uses Within the PD. The development of the Property shall be consistent with the uses prescribed for each area within the proposed CTC DELAND PD. The location and size of said land use areas are shown on the PD Plan Map, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Permitted Uses within Residential Areas:

1. Multi-family Residences:

Single-unit cottages.

Two-family dwellings and duplexes.

Multiple-family dwellings and duplexes.

Mini and neighborhood parks.

Community uses including but not limited to clubhouse, cabana, dog park, community garden, and bicycle facilities.

H. Development Standards. All development for the property shall rely upon the standards set forth below for each phase of development as identified on the Planned Development Plan. The maximum number of residential dwelling units permitted for all phases shall not exceed 233.

1. Residential Structures:

a. Minimum individual residential dwelling unit size:

1. 1 bedroom unit: 700 sf
2. 2-bedroom unit: 1,000 sf

b. Minimum lot area: 10 acres

c. Minimum lot width: 300 feet

d. Minimum building separation: 10 feet

e. Maximum building coverage: 25%

f. Maximum building height: 35 ft

g. Minimum open space: 20%

h. Minimum tree protection: 15%

i. Maximum impervious surface: 50%

j. Maximum proposed density: 9 du/acre

k. Minimum property perimeter building setbacks and landscape buffers:

a. Cassadaga ROW: 40 ft.

b. MLK ROW: 40 ft.

c. Eastern Property Line: 40 ft.

d. Southern Property Line: 20 ft.

l. Maximum number of residential dwelling units: 233

2. Accessory Structures.

a. Residential Accessory Structures: No accessory structures shall be permitted within the fenced yards of the residential dwelling units.

b. Community Accessory Structures: Community common areas may include gazebos, pergolas, shade structures, picnic shelters or other similar common accessory uses.

i. Freestanding Garage Structures (which may include up to four attached spaces):

a. Maximum Height: 18 feet

b. Maximum Square Footage: 900 sq ft

3. Parking Standards. There will be a combination of enclosed garages and surface parking. There will be a total of 414 parking units for the residences and an additional 52 surface parking spaces provided for guest parking. Enforcement of parking and maintenance of the parking areas shall be the responsibility of the property owner.

4. Signage. Signage for the development shall be provided per the Land Development Regulations. Monument signs identifying the development may be placed at the entrances along Dr. Martin Luther King, Jr. Beltway, Cassadaga Rd., and the east/west entrance road. The primary access point shall be from Cassadaga Road.

5. Open Space. Open space and/or common area shall meet the requirements of the Land Development Regulations Ordinance No. 2013-11, as amended.

6. Compliance. In the event that future development cannot comply with the standards set forth herein, then said entitlements shall be processed through

an amendment to this Development Agreement.

I. Environmental Considerations. The development shall comply with the requirements for preservation of environmental resources as set forth in the Land Development Regulations Ordinance No. 2013-11, as amended unless otherwise noted in this section. For the purpose of payment for tree replacement and preservation, Developer shall pay tree replacement costs for each phase of the project. Trees planted to supplement buffers or as part of the approval of the landscape plan shall be permitted to count against the tree mitigation costs. It is noted that the Property was historically in use as a tree farm and the current tree density may be abnormally high based on the nature of the tree plantings. Due to the previous management of the Property resulting in a higher than average tree density, tree preservation and replacement requirements for specimen trees on the Property shall consist of preserving six (6) of the eleven (11) specimen trees. Any trees planted along street frontages, ponds, or mitigated for through the contribution of funds for off-site mitigation efforts to preserve tree areas shall count toward both tree mitigation and tree protection area requirements. The City Commission of the City of DeLand shall also have the ability to modify the standards for the preservation of environmental resources set forth in the Land Development Regulations Ordinance No. 2013-11, as amended, at site plan review for the project. Removal of any historic trees shall occur through separate approval by the City Commission. All landscaping, including buffers, shall predominantly utilize Florida-Friendly Landscaping, as defined by the University of Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or low-water plant material. The PD Plan encourages environmental preservation and sustainable development through the provision of substantial perimeter buffers, natural areas, open space, the incorporation of Low Impact

1 Development ("LID") stormwater strategies, as developed by the UF/IFAS, Center for
2 Landscape Conservation and Ecology, and use of Florida-Friendly Landscaping. The
3 development shall include landscape designs such that plants will serve environmentally
4 friendly functions including, but not limited to, cooling, privacy screening, shade, aesthetics,
5 wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the
6 community.

7
8 J. Sewage Disposal, Potable Water and Reclaimed Water. Provision for
9 sewage disposal, potable and reclaimed water needs of the PD will be provided in
10 accordance with the Comprehensive Plan, Ordinance No. 1990-04, as amended, the Land
11 Development Regulations Ordinance No. 2013-11, as amended, and State of Florida
12 Administrative Code 64E-6.

13
14 K. Stormwater Drainage. Provision for stormwater retention shall be in
15 accordance with the Land Development Regulations Ordinance No. 2013-11, as amended.
16 All stormwater retention systems will be designed to meet all required governmental
17 regulations. Low Impact Development (LID) shall be incorporated in the Planned
18 Development stormwater management master plan. LID design may include elements such
19 as bioretention swales, rain gardens, stormwater reuse and harvesting, and BMP treatment
20 train to minimize runoff pollutant and increase stormwater recharge and natural infiltration
21 processes. Maintenance of the stormwater ponds shall be a private responsibility.

22
23 L. Access and Transportation System Improvements. All access and
24 transportation system improvements shall be provided in accordance with the Land
25 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be

developed in substantial accordance with the following access and transportation system improvements:

1. Access. A new east/west entrance road will be constructed to access the site from Dr. Martin Luther King Jr. Beltway (CR 4101). A primary connection point will be from Cassadaga Road (CR4139). The Planned Development Plan indicates the anticipated connection locations; however, the final locations may vary due to final engineering design and permitting considerations. All roads, other than the east/west entrance road, shall be private. The developer, in coordination with the City, may dedicate the east/west entrance road to the City as public right-of-way. The entrances to the development may also be gated and screened by a fence.

2. Transportation System Improvements. Transportation system improvements will be provided as required by permitting agencies and as needed according to the Traffic Impact Analysis (TIA) for the project.

M. Enhanced Development Conditions. Notwithstanding anything contained herein to the contrary, the following enhanced development conditions shall be applicable to the project.

1. Amenity Features.

- a. Trail Network. An internal mulch trail network may be constructed throughout the Property as depicted on Exhibit "B". The trail network shall be constructed prior to certificate of occupancy for the final structure in the final phase of development. The trail network shall be maintained by the property owner.

- b. Community common areas. May include, but is not limited to, accessory structures, a dog park, a clubhouse, swimming pool, and

1 other common community structures and areas for enjoyment by the
2 residents.

3 c. Perimeter Landscape Buffer Minimum. A landscape buffer, no less
4 than 20 feet wide, shall be provided around the perimeter of the
5 Property. Specific dimensional callouts are provided within the PD
6 Plan Map.

7
8 N. Reverter Provision. The terms of this Development Agreement shall be vested
9 upon issuance of a final subdivision plat for the development, which shall occur within five
10 (5) years from the effective date of this ordinance. If not vested, the City Commission may
11 rezone the property as may be necessary or appropriate to protect adjoining properties or
12 the public health, safety, and welfare, unless the City Commission, for good cause shown,
13 shall extend the time period indicated in this paragraph.

14
15 O. Binding Effect of Plans; Recording; and Effective Date. The Planned
16 Development Plan, including any and all amendments shall bind and inure to the benefit of
17 the Applicant and his successor in title or interest. The CTC DELAND PD zoning,
18 provisions of the "Development Agreement," and all approved plans shall run with the land
19 and shall be administered in a manner consistent with Article 12 of the City of DeLand Land
20 Development Regulations Ordinance No. 2013-11, as amended.

21 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
22 Court and recorded within forty-five (45) days following execution of the document by the
23 City Commission, in the Official Records of Volusia County, Florida. One copy of the
24 document, bearing the book and page number of the Official Record in which the document
25 was recorded, shall be submitted to the Planning Department for placement in the public

1 file. The date of recording of this document shall constitute the effective date of the CTC
2 DELAND PD or its subsequent amendments. The applicant shall pay all filing costs for
3 recording documents.

4

5

REMAINDER OF PAGE INTENTIONALLY BLANK

6

DONE and ORDERED by the City Commission, City of DeLand, Florida, this

____ day of _____, 20____.

ATTEST:

City Commission of DeLand Florida

Michael P. Pleus
City Manager

Robert F. 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 _____, 20____, by
Michael P. Pleus and Robert F. Apgar, as City Manager and Mayor of the City of
DeLand, respectively, on behalf of the City of DeLand, and who are personally
known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

1 WITNESSES:

APPLICANT

2 **TM BTR of FLORIDA, LLC**

3 a Florida limited liability company

4
5
6
7 By: _____

8 Name: _____

9 Title : _____

10
11 Printed Name

12
13
14
15
16
17 Printed Name

18
19
20 STATE OF _____

21 COUNTY OF _____

22
23 The foregoing instrument was acknowledged before me by means of ☐ physical presence
24 or ☐ online notarization this ____ day of _____, 20____, by
25 _____, as _____ of TM BTR of FLORIDA, LLC, who is
26 personally known to me or who has produced _____ as identification.

27
28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

30
31 Commission No.: _____

32 My Commission Expires: _____

1 WITNESSES:

OWNER:

Stonekirk Ventures, LLC

2
3
4
5
6 _____

By: _____

7
8
9
10 Printed Name

Name: _____

Title : _____

11
12
13
14
15
16 Printed Name

17
18 STATE OF FLORIDA

19 COUNTY OF _____

20
21
22 The foregoing instrument was acknowledged before me by means of ☐ physical presence
23 or ☐ online notarization this ____ day of _____, 20____, by _____
24 & _____, of Stonekirk Ventures, LLC, who are _____ personally
25 known to me or _____ who has produced _____ as identification.
26

27 NOTARY PUBLIC, STATE OF FLORIDA

28 Type or Print Name:

29 _____
30 Commission No.: _____

31 My Commission Expires: _____
32

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOTS 4 AND 5, SECTION 6, TOWNSHIP 18 SOUTH,
RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF CASSADAGA ROAD PER
OFFICIAL RECORDS BOOK 3779, PAGE 3745 OF THE PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA AND THE EASTERLY LINE OF SAID GOVERNMENT LOT 4; THENCE RUN
SOUTH 00°14'44" EAST ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 1028.00 FEET;
THENCE DEPARTING SAID EASTERLY LINE RUN NORTH 89°43'30" WEST, FOR A DISTANCE
OF 118.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY;
THENCE RUN NORTHWESTERLY ALONG SAID CURVE: HAVING A CENTRAL ANGLE OF
15°36'56", A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 272.54 FEET, A CHORD
BEARING OF NORTH 81°55'02" WEST AND A CHORD DISTANCE OF 271.70 FEET TO THE
POINT OF TANGENCY; THENCE RUN NORTH 74°06'34" WEST, FOR A DISTANCE OF 169.10
FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE
RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 3°39'55", A
RADIUS OF 1520.00 FEET, AN ARC LENGTH OF 97.24 FEET, A CHORD BEARING OF NORTH
75°56'32" WEST AND A CHORD DISTANCE OF 97.22 FEET TO THE POINT ON A RADIAL LINE;
THENCE RUN SOUTH 12°13'31" WEST ALONG SAID RADIAL LINE, FOR A DISTANCE OF
80.00 FEET TO THE POINT ON A CURVE CONCAVE SOUTHERLY; THENCE DEPARTING SAID
RADIAL LINE, RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF
12°42'11", A RADIUS OF 1440.00 FEET, AN ARC LENGTH OF 319.26 FEET, A CHORD
BEARING OF NORTH 84°07'35" WEST AND A CHORD DISTANCE OF 318.61 FEET TO THE
POINT OF TANGENCY; THENCE RUN SOUTH 89°31'20" WEST, FOR A DISTANCE OF 362.16
FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF MARTIN LUTHER KING JR.
BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 3779, PAGE 3819 OF SAID
PUBLIC RECORDS AND A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE RUN
NORTHEASTERLY ALONG SAID CURVE AND EASTERLY RIGHT OF WAY LINE HAVING A
CENTRAL ANGLE OF 2°43'48", A RADIUS OF 5629.58 FEET, AN ARC LENGTH OF 268.24
FEET, A CHORD BEARING OF NORTH 06°53'12" EAST AND A CHORD DISTANCE OF 268.22
FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 08°15'06" EAST, FOR A
DISTANCE OF 225.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE
WESTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL
ANGLE OF 04°38'00", A RADIUS OF 5829.58 FEET, AN ARC LENGTH OF 471.41 FEET, A
CHORD BEARING OF NORTH 05°56'07" EAST AND A CHORD DISTANCE OF 471.28 FEET TO
A POINT ON THE SAID SOUTH RIGHT OF WAY LINE OF CASSADAGA ROAD; THENCE
RUN NORTH 89°31'20" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE
OF 1223.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.642 ACRES OF LAND, MORE OR LESS.

1
2
3
4

EXHIBIT "B"
PD PLAN MAP

TREE LEGEND	
	PINE
	MAGNOLIA
	FAN PALM
	SABAL PALM
	BOTTLEBRUSH
	OAK
	CAPE

EXHIBIT "B"



CTC DELAND

Rendered Master Plan

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

May 18, 2022

- A. APPLICATION NO.:** Z22-053 CTC DeLand PD (Christopher Todd Communities)
- APPLICANT:** Mark Watts, Cobb Cole, Stonekirk Ventures, LLC Applicants
TM BTR of Florida LLC, Owner
- REQUEST:** The applicant is requesting to amend the zoning
From: County R-4C (Urban Single-Family Residential-Thoroughfare
Corridor) & R-4 (Urban Single-Family Residential)
To: CTC DeLand PD

APPLICABLE ORDINANCES:

Article XII

ADMINISTRATION AND ENFORCEMENT

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

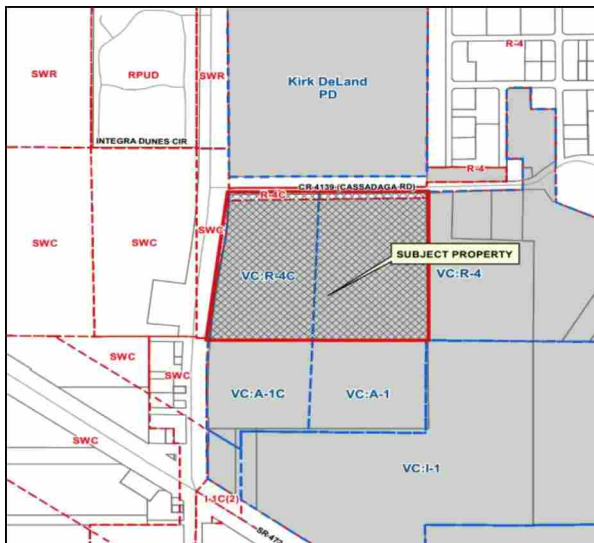
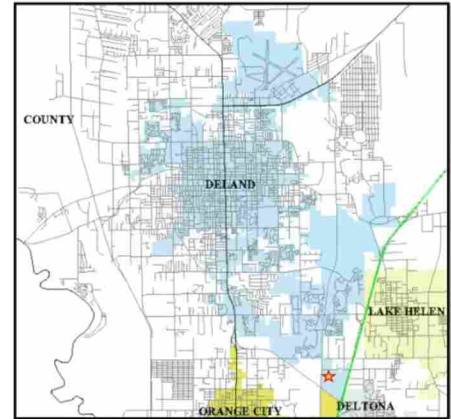
Location: Cassadaga Rd. (810600000124)

Parcel Size: 28.64± acres

Existing Use: Undeveloped

B. ANALYSIS:

This is an application for the development of a 238-unit multi-family residential project. The site, located in the southeast section of the city limits is currently vacant, undeveloped and heavily vegetated. The site is a part of the Southwest Activity Center which previously was the subject of a DRI including property in unincorporated Volusia County and the city limits of Orange City and Deltona. The DRI has been dissolved and the City of DeLand maintains the Activity Center land use designation to provide guidance for development of property in the area.



Surrounding uses include property approved for residential purposes, property developed for residential purposes and property set aside for industrial/commercial/office uses. Development of this property will be guided by the development agreement provided as required by the comprehensive plan.

The concept for the development of this property is as a multi-family development with 238 units designed to reflect a single-family neighborhood with individual units instead of the typical apartment layout of larger buildings with multiple units. The concept plan includes open spaces/tree protection, stormwater areas, amenities including pocket parks, a dog park and a walking trail.

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 Land use designation for this property is (Southwest) Activity Center. As outlined in the city's comprehensive plan, the vision for the activity center is as follows:

THE VISION FOR THE SOUTHWEST ACTIVITY CENTER

For many years, Volusia County has lagged behind the Orlando metropolitan area in terms of economic development. There is a severe imbalance in the East Central Florida region's economic activity. Orange County clearly is the dominant employment and income attractor and generator in the region while the surrounding counties have a negative outflow of employment and income. In recent years, Seminole County has emerged as the focal point for new economic activity north of Orlando. Due in part to the availability of affordable housing, the southwestern portion of Volusia County has historically been viewed as a "bedroom community" serving the Orange/Seminole County market. In order to reverse this trend, the southwestern part of Volusia County needs to become an active partner in the north Orlando suburban market. Strong business and civic leadership must be demonstrated soon or the modest opportunities for the future may be lost. The creation of the Southwest Activity Center (SWAC) is envisioned to be one of the most significant steps necessary for Volusia County to compete and link up with Orange and Seminole Counties by becoming an economic focal point of West Volusia.

The vision is that the Activity Center will become one of the major centers or places of synergy in the urban network of Central Florida. The Southwest Activity Center will become one of the principle employment centers in Volusia County, especially generating well-paying jobs in the office and industrial oriented sectors of the economy for residents of Volusia County, in particular, West Volusia. The Southwest Activity Center will provide the residents and consumers of West Volusia with a greater array of comparison and shopping goods choices by having these additional retail opportunities in the County. The Activity Center's development will be controlled by the policies contained in this Local Plan to avoid the negative impacts of unplanned piecemeal development. The time has come for southwest Volusia County to implement its plan for its share of the north Orlando suburban market and to develop the I-4/SR 472 intersection as a focal point for the urbanization of southwest Volusia.

The vision is that the Activity Center will become one of the major centers or places of synergy in the urban network of Central Florida. The Southwest Activity Center will become one of the principle employment centers in Volusia County, especially generating well-paying jobs in the office and industrial oriented sectors of the economy for residents of Volusia County, in particular, West Volusia.

The existing zoning designations are described as follows:

Volusia County: R-4C Urban Single-Family Residential/Conservation

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection 72-304).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection 72-293(16)).
 Fire stations.
 Home occupations, class A (refer to section 72-283).
 Houses of worship.
 Parks and recreational areas accessory to residential developments.
 Public schools.
 Publicly owned parks and recreational areas.
 Publicly owned or regulated water supply wells.
 Single-family standard or manufactured modular dwelling.

The proposed zoning designation is generally described as follows:

CTC DeLand PD – Planned Development *(see attached PD agreement)*

33-17.22. PD—Planned Development District.

- (a) Statement of intent. The Planned Development District is intended to provide a method for consideration and approval of unique zoning districts for individual Planned Developments (PD) which are not provided for or allowed in the zoning districts otherwise established by this chapter. See also: section 33-32, Planned Development District and section 33-133, Review of Planned Development Plans.

A development agreement has been written to outline the unique zoning requirements by which the development will be constructed. For the sake of comparison, the chart below lists some of the lot and building requirements of the existing and proposed zoning categories:

Lot & Bldg Reqmts.	R-12	CTC DeLand PD
Min. lot area	7500 s.f.	10 acres
Min. width	75 ft.	300 ft.
Setbacks		
Front	(-)	MLK - 40 ft.
Rear	25 ft.	(20 ft. l/s buffer)
Sides	7.5 ft.	E/W Road ROW - 25 ft.
Side -street	15 ft.	Cassadaga - 35 ft.
Perimeter bldg.		Perimeter - 20 ft.
Max density	12 upa	238 units = 8.31 upa
Min. floor area		
Maximum indiv. Bldg.		1,750 s.f.
Single family - 2 story	1,200 s.f.	875 s.f.
Single family - 1 story	1,400 s.f.	1,400 s.f.
Max. lot coverage	40%	50% (imp)
Max. bldg height	65 ft.	35 ft.
Max. bldg. coverage		20%
Landscaping		
Open space		20% min.
Tree protection (15% min.)	4.3 ac	4.3 acres
Other usable open space		1.4 acres
Building separation	(-)	10 ft between bldgs., 20 ft. front-front or rear-rear

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

Rezoning of the property will only amend the permitted uses of the property and not immediately impact the environment or natural resources. The site planning/platting process will determine the impacts to the environment. It has been requested that low impact development practices be used in the development of the property to minimize any environmental impacts.

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 spur the ultimate development of residential uses on the site which will have an impact upon the economy.

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. This site is within Volusia County's Utility Service Area and the applicant will be required to provide verification that the County will serve the site with utilities.

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 site is located in the Southwest Activity Center which previously was the subject of a DRI which has since been dissolved.

6. Was there a mistake in the original classification?

There is no mistake apparent in the classification of this property.

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

This project has the road designed as if it is only designated for this development and it does not provide for connection to the area to the east. In fact, the road is part of the overall activity center and as such is ultimately intended to meet the access needs of the other properties in the Activity Center to the east. Because of this and the fact that the residential use will be in close proximity to the commercial/industrial use, a larger buffer should be provided between the uses to protect the residential use. The same is also true for the road along the eastern edge of the site since that will also be a future road available to the Activity Center. The comprehensive plan states:

"All new roadways for development shall be coordinated to the extent possible when reviewing development proposals for the Activity Center to ensure interconnectivity between properties."

It also states:

"Non-residential projects sharing a common boundary with an area planned for residential use shall be sensitive to the scale of a residential neighborhood."

The proposed PD rezoning will replace the existing County zoning and as a result the currently permitted uses are changing. The PD agreement states that the "Land Development Regulations... shall apply to the Property and the PD in the same manner as the R-12 zoning classification." Uses that are allowed in the R-12 zoning are shown below to demonstrate a comparison to the uses proposed by the PD agreement:

County: R-4	R-12	Type	CTC DeLand PD
Cluster and zero lot line subdivisions (refer to subsection 72-304).			Single unit cottages
Communication towers not exceeding 70 feet in height above ground level.	Bed and breakfast inn, accessory only	P	
Essential utility services.	Apartment dwelling	P	
Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.	Family day care homes	P	Family day care homes
Exempt landfills (refer to subsection 72-293(16)).	Mini and neighborhood parks	P	Mini and neighborhood parks
Fire stations.	Single-family dwellings (except mobile homes)	C*	
Home occupations, class A (refer to section 72-283).	Two-family dwellings and duplexes	C*	Two-family dwellings and duplexes
Houses of worship.	Multiple-family dwellings	P	Multiple-family dwellings and duplexes
Parks and recreational areas accessory to residential developments.	Other uses approved by City Commission, after PB review, which are similar to permitted uses	P	
Public schools.	Community residential homes, single-family	C	
Publicly owned parks and recreational areas.	Community residential homes, multi-family	C	
Publicly owned or regulated water supply wells.	Cemeteries	S	
Single-family standard or manufactured modular dwelling.	Churches, houses of worship and religious institutions	S	
	Community and regional parks	S	
	Golf courses...	S	
	Governmental of public buildings and land uses	S	
	Nursing (convalescent) homes, ACLF	S	
	Private parks	S	
			Community uses including but not limited to clubhouse, cabana, dog park, community garden

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

City utilities are available for this property and new development is required to utilize the available water and water systems that are in place helping to maintain public health and the area is served by police and fire. The rezone request will not adversely impact health, safety or welfare. This request is not anticipated to adversely impact the area.

C. CONCLUSION:

It is the city's intent for the Activity Center to be a significant source of well-paying employment in the office and industrial sectors to curtail the exodus of Volusia County residents away from the area and provide jobs and services in the West Volusia area. The residential portion of the activity center was to provide housing to support the employees of these well-paid jobs and become a self-sustaining entity. The provision of housing that is created for the general population and not necessarily available for the use of future employees anticipated as a result of office and industrial development goes against the purpose and can further the imbalance that it was meant to resolve.

The Activity Center land use designation allows residential uses, but within the original context of the purposes of the activity center as a whole. With this in mind, this particular residential development must fit seamlessly into the overall activity center vision and not be seen as a stand-alone project. It is anticipated that the activity center will retain the city's desire to NOT serve simply as the bedroom community to the benefit of the surrounding area's economic growth. Development of the remaining portions of the activity center will allow a number of different uses, including industrial and commercial uses which if not properly planned, will conflict with the purpose of this site as a residential use and diminish its quality as a desirable residential area. The goal is to avoid this situation as much as possible. Development of additional residential resources is important for the city, however, it is important that the uses within the activity center be designed to exist compatibly for the benefit of the area as a whole.

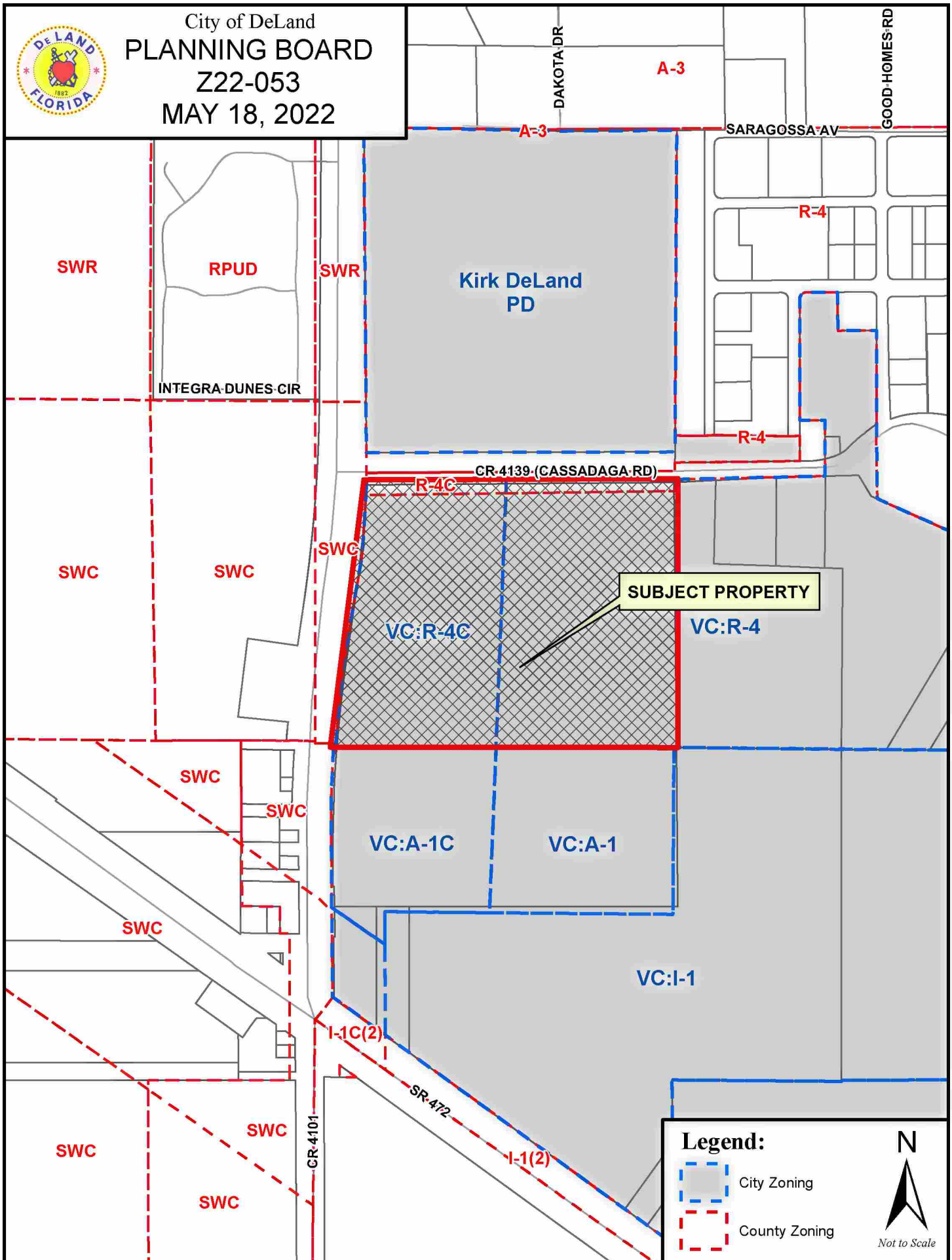
The original SWAC designation was designed for high-intensity uses containing a variety of land uses including office, commercial, recreational, industrial and housing. Residential uses were meant to meet the needs of the employees of the non-residential land uses within the activity center. This development ONLY includes residential uses and the concept is as a multi-family use with the composition of a single-family neighborhood.

D. STAFF RECOMMENDATION:

The TRC reviewed the project on April 21, 2022 and the major comments have been addressed. Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request subject to the outstanding comments being resolved and in anticipation of supporting the employment of the activity center as was intended.

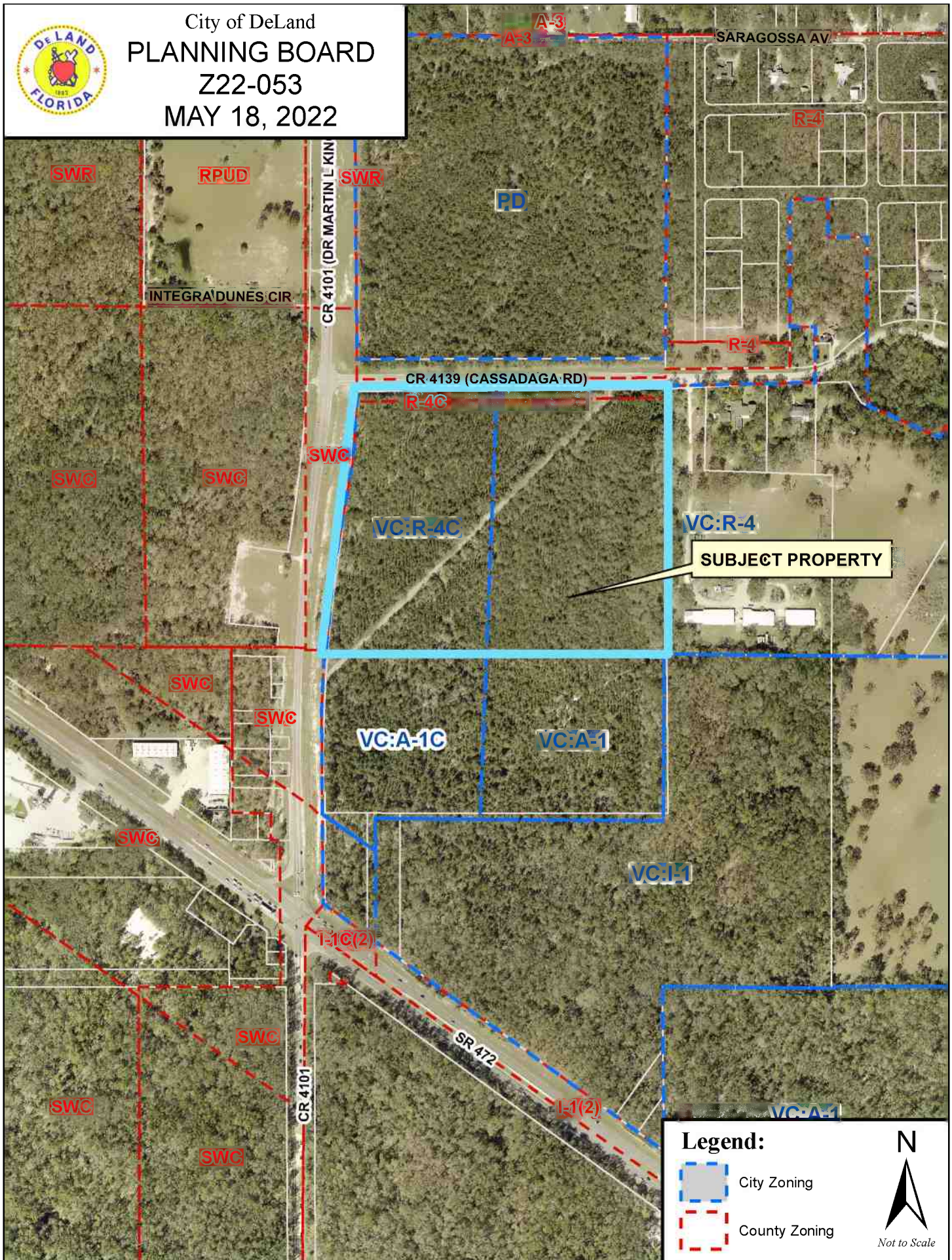


City of DeLand
PLANNING BOARD
Z22-053
MAY 18, 2022





City of DeLand
PLANNING BOARD
Z22-053
MAY 18, 2022



Legend:

- City Zoning
- County Zoning



To: Mr. Mike Holmes
Planning Director
City of DeLand

Date: 5/27/2022



Memorandum

Project #: 64054.01

From: Sergio Narea, P.E.
Transportation Engineer
VHB
225 E. Robinson St., Suite 300
Orlando, FL 32801

Re: Longleaf Four, LLC – DeLand Tech Park, DeLand
Comprehensive Plan Trip Comparison

CC: Harry "Mac" McNaught
Kendall Story (City of DeLand)
Mark Watts (Cobb Cole)
Kok Wan Mah, P.E. (VHB)
John Prowell P.E. (VHB)

The purpose of this document is to provide a comparison of the allotted Southwest Activity Center (SWAC) trips in the City's Comprehensive Plan to the projected trips from the developments that will comprise the SWAC. The SWAC consists of 3 different districts: West Center; Commerce; and Community. As shown in **Table 1** below, Policy f13.6.4 sw of the SWAC Local Plan allows a maximum permitted number of trips for each of the districts that comprise the SWAC.

Table 1 – Maximum Permitted Trips per District

DeLand - Southwest Activity Center (Maximum Permitted Trips per District)	
District	Trips
West Center	19,600
Commerce	13,700
Community	4,700
Policy f13.6.4 sw	

Table 2 below then compares the maximum permitted trips per district to the number of projected project trips for each of the developments. The development and corresponding district(s) are as follows:

1. DeLand Tech Park – West Central District and Commerce District
2. Christopher Todd Communities (CTC) DeLand – West Central District
3. Advent Parcel – Commerce District
4. Canopy Terrace – Community District

The daily development project trips for the CTC DeLand and Canopy Terrace developments shown in **Table 2** were obtained from the Traffic Impact Analysis (TIA) for each development as provided by the City of DeLand. The project trips for the CTC DeLand development were developed based on 238 multifamily residential dwelling units, per the TIA. The project trips for the Canopy Terrace development were developed based on 140 single family residential dwelling units, per the TIA. The project trips for the DeLand Tech Park were developed based on the most recent development program consisting of 1,500 KSF of Industrial Park, 240 KSF of General Retail, and a 16 fueling position Gas Station with Convenience Store. Lastly, the project trips for the Advent Parcel were developed based on the target

building program entitlement yield (cumulative per acre) for Commerce district per the SWAC Local Plan. The Advent Parcel has a total land area of 28.62 acres; therefore, with a target building program entitlement yield of 6,800 square feet per acre of office use, a total of 194,616 square feet of office space was used to determine the daily project trips for the Advent Parcel.

Table 2 – Comprehensive Plan SWAC Trip Comparison

District	Development	Maximum Permitted Trips Per District	Development Project Trips (Daily)	District Project Trips (Daily)	% of Permitted District Trips
West Central District	DeLand Tech Park	19,600	12,440	14,041	71.6%
	CTC DeLand		1,601		
Commerce	DeLand Tech Park	13,700	5,055	13,310	97.2%
	Advent Parcel		8,255		
Community	Canopy Terrace	4,700	1,417	1,417	30.1%
Total: West Center, Commerce, and Community		38,000		28,768	75.7%

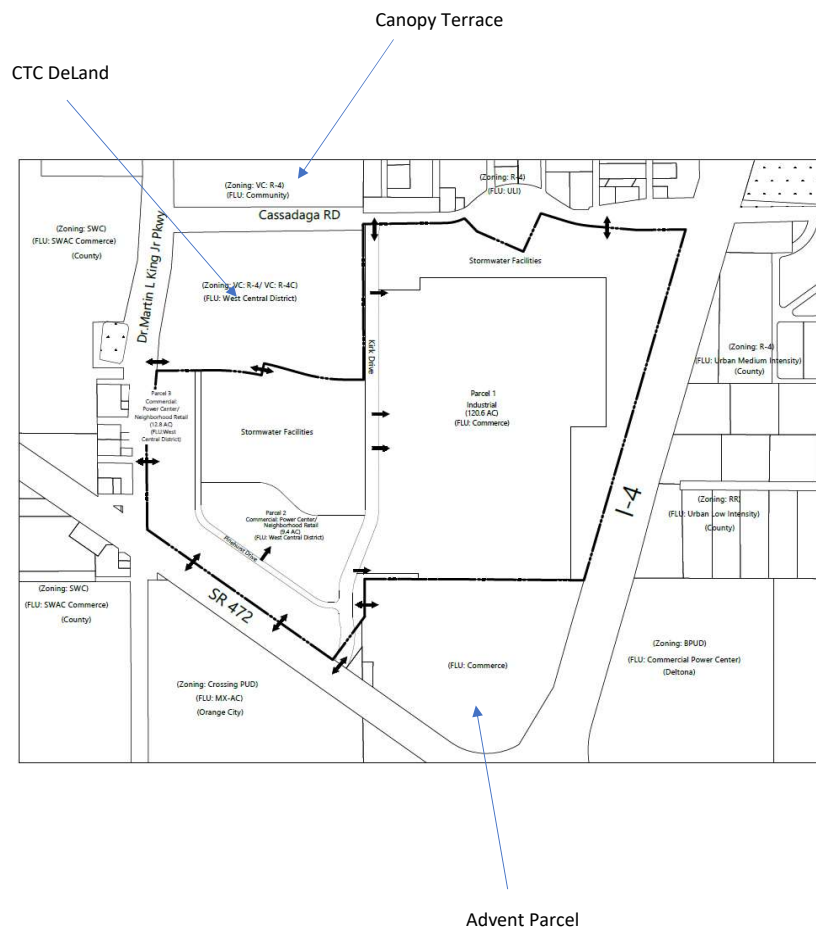
As shown in **Table 2**, none of the districts are shown to exceed the maximum permitted trips and the overall combined development trips are well below the permitted 38,000 trips for the SWAC. It should be noted that although the Commerce district is shown to be near the permitted number of daily trips, the blending allowed by Section C(iv) of the Descriptions of SWAC Future Land Use Designations essentially allows the trips to be considered as a collective pool. Additionally, it should be noted that daily pass-by trips are expected to be significantly greater than what would be shown for the AM and PM peak hour (since there is no percentage for daily pass-by trips, daily pass-by trips are calculated conservatively by adding pass-by for the AM and PM peak hours). It would therefore be expected that the actual number of project trips for the Commerce district will be significantly lower than 13,310 trips due to the expected higher number of daily pass-by trips.

If you have any questions, please do not hesitate to contact us.

Sincerely,



Sergio Narea, P.E.
Transportation Engineer
VHB
snarea@vhb.com
407.965.0533



Advent Parcel

size of parcel = 28.62 acres

(ii) **Commerce** – The intent of this district is to provide a mix of office and light industrial, with ancillary support uses. Specific uses allowed:

Industrial/Business Park

Office/Office Park

Commercial: Activity Center Support/Ancillary Uses

Public/Semi-public

Target Building Program Entitlement Yield (Cumulative Per Acre):

Commercial/Retail 706 sq. ft.

Office 6,800 sq. ft.

Light Industrial 6,900 sq. ft.

Hotel 1 unit

total allowed square footage

194,616 office space

Summary of Trip Generation

Land Use	ITE Code	Intensity	Daily Trip Ends	AM Peak Period			PM Peak Period		
				In Trips	Out Trips	Total	In Trips	Out Trips	Total
Medical Office	720	195 KSF	8,255	347	92	439	237	552	789
		Sub Total	8,255	347	92	439	237	552	789

2.0 PROJECT TRAFFIC

2.1 Trip Generation

The trip generation of the proposed development was calculated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*. The trip generation for the project is summarized in **Table 1** and the ITE charts are provided in **Appendix C**.

CANOPY TERRACE

Table 1
Trip Generation Analysis

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
210	Single Family Residential	140 DU	10.12	1,417	0.74	104	26	78	1.00	140	88	52

ITE Trip Generation Manual, 10th Edition

Regression Equation used to calculate rates when R^2 is greater than 0.75 and has more than 20 studies

The proposed development is projected to generate 1,417 new daily trips, of which 104 trips will occur during the AM peak hour and 140 trips will occur during the PM peak hour.

2.2 Trip Distribution

A preliminary trip distribution pattern was developed using the Central Florida Regional Planning Model (CFRPM). The adopted model was modified to include a project specific Traffic Analysis Zone (TAZ) with the corresponding socio-economic data to reflect the proposed development. A Select Zone Analysis was executed for the project TAZ to determine the resultant trip distribution pattern on the surrounding transportation network. Manual adjustments of the model generated distribution pattern were applied to better reflect the local transportation network and prevailing travel patterns. The resulting trip distribution pattern is illustrated in **Figure 2** and the model output plots are included **Appendix D**.



MEMORANDUM

February 8, 2022

Re: Kirk Property BTR
Traffic Impact Analysis Methodology
City of Deland, Volusia County, Florida
Project № 22012

This is an outline of the methodology for the Traffic Impact Analysis (TIA) for the above referenced project. In general, the TIA will conform to the methodology requirements and guidelines documented by the River to Sea Transportation Planning Organization (R2CTPO).

Project Description

The proposed development consists of 238 single-family attached units (horizontal apartments) with anticipated buildout year 2025. The site consists of parcel 810600000124, located on the southeast corner of the intersection of Cassadega Road and Dr. Martin Luther King Jr Beltway, in the City of Deland, Florida, as shown in **Figure 1**. The proposed development will be accessed via two (2) access driveways; one (1) on Cassadega Road and one (1) connecting to Dr. Martin Luther King Jr Beltway. A copy of the development plan is provided in the **Attachments**.

Trip Generation

The trip generation analysis for the proposed development was conducted using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. The trip generation calculation for the project is summarized in **Table 1**. Detailed trip generation sheets are provided in the **Attachments**.

CTC DELAND

Table 1
Trip Generation Calculation

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Total	Enter	Exit	Rate	Total	Enter	Exit
220	Multifamily Residential	238 DU	6.73	1,601	0.41	97	23	74	0.52	123	77	46

Trip Generation analysis based on ITE Trip Generation Manual, 11th Edition.

The proposed development is projected to generate 1,601 new daily trips of which 97 trips occur during the AM peak hour and 123 trips occur during the PM peak hour. Per the R2CTPO traffic study guidelines, the proposed development is anticipated to generate more than 1,000 daily new trips; therefore, requires a TIA.

3. Development Traffic Conditions

The project is proposed to be evaluated for the existing year of 2022 and for future project build out year of 2027. The development traffic conditions are to be developed by adding the development traffic (project traffic) to the future background traffic. The background traffic volumes are proposed to be generated for the year of 2027 by using historical traffic growth rates obtained from the latest Volusia County AADT spreadsheet for the study roadways.

In addition, any approved or committed developments will be incorporated into this analysis as background traffic. VHB is respectfully requesting that the any committed development programs be provided by the City and/or County as part of the pre-application process.

4. Trip Generation Estimate

The proposed development will include 1,500 KSF of Industrial Park, ITE Code 130, 240 KSF of General Retail, ITE Code 820, and a 16 fueling position Gas Station with Convenience Store, ITE Code 945. The project traffic volumes for the proposed development will be generated using the trip generation rates and formulas outlined in the *Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition)*. Pass-by trips were calculated using the pass-by rate, given as 34% (PM) for General Retail land use, and 62% (AM) and 56% (PM) for Convenience Store/Gas Station land use. **Table 1** is an estimation of the daily, AM peak-hour, and PM peak-hour volumes.

DELAND TECH PARK

Table 1: Summary of Trip Generation

Land Use	ITE Code	Intensity	Daily Trip Ends	AM Peak Period			PM Peak Period			Passby %	
				In Trips	Out Trips	Total	In Trips	Out Trips	Total	AM	PM
Industrial Park	130	1,500 KSF	5,055	413	97	510	112	398	510	0%	0%
Shopping Center (>150 KSF)	820	240 KSF	8,882	125	77	202	509	551	1,060	0%	34%
Gas/Conv	945	16 Pumps	4,242	129	128	257	148	147	295	62%	56%
		Sub Total	18,179	667	302	969	769	1,096	1,865		
		Internal Capture	0	0	0	0	0	0	0		
		Total Passby	684	80	80	159	263	263	525		
Total			17,495	588	223	810	507	834	1,340		

5. Primary Impact Area

Consistent with R2CTPO TIA Guidelines, impacted segments will include all roadway segments to which the site has direct connections, that are impacted by the proposed project to within three percent or greater of the peak-hour two-way adopted level of service (LOS) capacity, major intersections along the significant segments, and roadway segments that have been designated as "critical" or "near critical" within the site traffic influenced segments. Critical and near critical roadways are defined by Volusia County as roadways with a volume to capacity (v/c) ratio that is equal to or greater than 1.0 and 0.90, respectively. The 3-mile critical and near critical roadway segments within the area are shown in the Critical/Near-Critical Roadway Map provided in the **Appendix**. The test for segments that are significantly impacted is shown in **Table 2**.

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Second Reading of Ordinance No. 2022-30, Changing the Zoning from Volusia County R-4C, R-4, A-1C, A-1, I-1C & I-1 to DeLand Tech Park PD, Located in the Northwest Quadrant of SR 472 and Interstate 4, for Approximately 143.2 Acres of Property.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-30 COZ, Exhibit A - Legal Description, Exhibit B - DeLand Tech Park PD Agreement, PD-Exhibit A - Legal Description, PD - Exhibit B - Concept Plan, PD - Exhibit C - Phasing Plan, PD - Exhibit D - Trip Equivalency Matrix, PD - Exhibit E - Example of Design Plan, Z22-063 Staff Report - DeLand Tech Park (Revised for PB July 20 2022), Z22-063 Zoning and Location Map, Z22-063 Aerial Map

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

The proposed development consists of ± 143.2 acres of mostly vacant, wooded land, located in the northwest quadrant of SR 472 and Interstate 4. It is part of the original South West Activity Center DRI which was later adopted into the City's Comprehensive Plan. The applicant is requesting to rezone the subject property from Volusia County's R-4, A-1, A-1C, I-1, I-1C, to DeLand Tech Park Planned Development. The PD allows for a range of industrial and commercial uses. The proposed PD conforms with the development standards of the Commerce and West Central districts of the SWAC, such as vested trips, building entitlement yields, and connectivity requirements.

The City Commission, at their August 15, 2022 meeting, approved the project at First Reading, with the following conditions:

Provide a connectivity plan detailing pedestrian and bike paths that incorporate connectivity into the roadway plans, especially along "Pinehurst";

Provide overall design standards for both commercial and industrial sections, to include cohesiveness and building orientation;

Provide language from the adjacent PD that reserves the decision of determining "Pinehurst" jurisdiction at the time of platting;

Signage along I-4 will become an obligation rather than a partnership that promotes our community image and the Tech Park area;

Provide objective criteria in the landscape section, particularly along all public road frontages;

Landscape buffer along Cassadaga Road shall be increased from a Class B to a Class D if the building is shifted to the north and the stormwater retention area is reduced; and

Provide details on how the project will achieve the city's tree protection standards.

On September 15, 2022, the applicant submitted a revised PD Agreement that addressed each of the conditions set by the City Commission at First Reading.

A new section titled "Internal Pedestrian Connection" was added to the PD (pg. 20).

Architectural and Site Design Standards have been incorporated into the PD (pg. 12-14).

Pinehurst remains as a dedicated public road (pg. 20).

Language was added to the Signage section of the PD regarding a community designation sign (pg. 11-12). Specific Low Impact Development standards and Best Management Practices are now outlined in the PD (pg. 14-18).

Minimum planting and landscaping standards for right-of-way have been added (pg. 14-18).

A new Tree Preservation & Mitigation section was added to the PD that includes replacement tree standards as well as the use of a Tree Replacement Reserve Account in which the developer will pay \$143,000 for the city's acquisition of nature preserve or park lands (pg. 18).

Volusia County Traffic Engineering Division provided a letter dated August 22, 2022 that contained the following comments regarding the Use Permit:

Dr. Martin Luther King Jr. Beltway is a county maintained arterial thoroughfare and is expected to be widened to a four-lane section in the future. Volusia County access management procedures require a minimum of 1,250 feet between full median openings and 660 feet between directional median openings for driveways intersecting thoroughfares. The northern full access shown on the conceptual plan has been designated as a full access median opening, being that it was expected to serve as an east/west interconnected roadway between two separate developments (DeLand Tech Park and the multi-family on the southeast quadrant of Cassadaga Rd. / MLK Jr. Beltway). The southern access for this development does not meet access management requirements and will be required to be constructed as a right-in, right-out driveway.

As noted in the previous comment, the northern full access intersection was intended to be used as a full connection to both the multi-family development on the southeast corner of Cassadaga Rd. and this development. Please provide interconnectivity by extending this road to Kirk Dr.

It's understood that this development and the development on the southeast corner of Cassadaga Rd. and MLK Jr. Beltway do not want to do a parent tract TIA. This department is OK with this decision; however, both TIA's will need to include the others projected trips in their respective analysis.

The applicant responded to the comments from Volusia County Traffic Engineering in a letter dated September 1, 2022. The corresponding responses are as follows:

Understood. The southern access is now shown as a right-in, right-out driveway.

The proposed Pinehurst Drive connects the full access intersection at MLK to Kirk Drive. Pinehurst Drive will be a public DeLand ROW. A connection to Kirk Drive directly west to the full access intersection is not desired by the City of DeLand, the developer of DeLand Tech Park or the adjacent property owner, because they all would like to limit the amount of heavy truck traffic at the shared connection. Truck traffic is proposed to be directed from Kirk Drive to Cassadaga Road and SR 472.

The TIA for DeLand Tech Park will include the vested trips for the development on the southeast corner of Cassadaga Road and MLK Jr. Beltway (Canopy Terrace), and the development on the south side of SR 472 east of Kentucky Avenue (The Crossings).

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's Strategic Plan, under Strategic Focus Area:

Preparing for 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 DeLand Tech Park development follows the vision of the SWAC, with the ultimate goal being to develop a key employment area for the City of DeLand. The project includes right-of-way connectivity and pedestrian connections. By partnering with the developer, the city will have a notable presence on Interstate 4 that indicates to drivers that they're in the City of DeLand.

SUSTAINABILITY:

Regional High Value Job Creation

FISCAL IMPACT:

Rezoning of the subject properties to DeLand Tech Park Planned Development will positively impact the city's tax roll and will increase funds for city services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property on second reading from Volusia County R-4C, R-4, A-1C, A-1, I-1C & I-1– R-4, to the DeLand Tech Park PD.

BACKGROUND/DISCUSSION:

The applicant is requesting to rezone the subject property to DeLand Tech Park PD.

Summary of Development:

- The project will be developed in 3 phases.
- The development plan allows for 1,500,000sf of industrial space and 240,000sf of commercial/neighborhood retail uses.
- Max. Impervious surface coverage: 60% (retail)/70% (industrial)
- Developer agrees to partner with the City to provide a community designation sign on the property.
- Access to the development will be provided via Dr. Martin Luther King Jr. Bltwy, SR 472 and on Cassadaga Rd.

The Planning Board, at their July 20, 2022 meeting, recommended approval with the following comments:

The roadway labeled as Pinehurst will be designated as a private street unless approved otherwise by the City Commission; (still under discussion)

Provide a bike/ped connection with the proposed multi-family project to the north west of the subject project; (pedestrian connection provided)

Ensure the proposed impervious surface amount accommodates the proposed development; (verified at Planning Board meeting by applicant)

Utilize the more detailed color concept plan as exhibit B; (more generalized concept plan has been maintained) and

Work with staff on the signage along I-4 to reflect that the project is in the City of DeLand (language was added to address comment).

ORDINANCE NO. 2022 - 30

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S, R-4, R-4C (URBAN SINGLE FAMILY RESIDENTIAL); VOLUSIA COUNTY'S A-1C, A-1 (PRIME AGRICULTURE); AND VOLUSIA COUNTY'S, I-1C, I-1 (LIGHT INDUSTRIAL); TO CITY'S PLANNED DEVELOPMENT, DELAND TECH PARK PD, ON PROPERTY LOCATED AT THE NORTHWEST QUADRANT OF STATE ROAD 472 AND INTERSTATE 4; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 143.2 +/- ACRES OF PROPERTY MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the applicant, Mark Watts, (hereinafter referred to as "Applicant"), on behalf of the owner, Longleaf Four, LLC owns approximately 143.2 +/- acres of land located at the Northwest quadrant of State Road 472 and Interstate 4, which is more particularly described in the legal description attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designations from Volusia County's R-4, R-4C(Urban Single Family Residential), A-1C, A-1 (Prime Agriculture), and I-1C, I-1 (Light Industrial) to DeLand Tech Park PD, Planned Development; and

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

WHEREAS, the applicant has submitted an application for the approval of a development plan in order to amend the property zoning designation so as to change certain development standards for the property described in Exhibit "A" (hereinafter the "Property" or the "Project"); and

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

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

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

Section 1. The City Commission has held a public hearing to approve the change of zoning from Volusia County's R-4, R-4C (Urban Single Family Residential); A-1C, A-1(Prime Agriculture) and I-1C and I-1(Light Industrial) to DeLand Tech Park Planned Development (PD), on property located at the Northwest quadrant of State Road 472 and Interstate 4,consisting of approximately 143.2 +/- acres of property.

Section 2. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City to include the land described in Exhibit "A" as DeLand Tech Park PD, Planned Development District.

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation 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 DeLand Tech Park, 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 3rd day of October, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 15, 2022
Adopted on second reading: October 03, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

1 EXHIBIT "A"

2 LEGAL DESCRIPTION

3
4 All that tract or parcel of land situate in Section 6, Township 18 South, Range 31 East,
5 Volusia County, Florida, being more particularly described as follows:
6

7 Commence at the Northwest corner of said Section 6, thence proceed North 89°53'22" East, along
8 said Northerly line, a distance of 312.84' to the Southwest corner of Section 36 of Township 17
9 South, Range 31 East; thence continue along said Northerly line, North 89°54'31" East, a distance
10 of 1088.49'; thence departing said Northerly line, South 00°14'12" East, a distance of 1392.56' to the
11 Southerly monumented Right of Way line of Cassadaga Road (County Road 4139) and the **Point of**
12 **Beginning**; thence North 89°19'39" East, along said Southerly Right of Way line, a distance of
13 527.85' to the beginning of a curve concave to the Northwest, having a Radius of 300.00', a Central
14 Angle of 25°44'19", a Chord Bearing of North 76°27'29" East, a Chord Distance of 133.64', and an
15 Arc Length of 134.77' to a Point of Cusp of said curve; thence departing said curve, continue along
16 said monumented Southerly Right of Way line, South 42°48'57" East, a distance of 117.98'; thence
17 continue, South 65°48'52" East, a distance of 328.72'; thence continue, North 24°09'13" East, a
18 distance of 279.20'; thence continue, South 72°13'09" East, a distance of 170.39' to the Point of
19 Curvature of a curve concave to the Northeast, having a Radius of 763.41', a Central Angle of
20 12°48'53", a Chord Bearing of South 78°37'35" East, a Chord Distance of 170.39', and an Arc
21 Length of 170.74' to the Point of Tangency; thence continue, South 85°02'02" East, a distance of
22 296.20'; thence continue North 89°17'02" East, a distance of 313.15' to the intersection of said
23 monumented southerly Right of Way line of said Cassadaga Road and the Westerly Limited Access
24 Right of Way line of Interstate 4 (State Road 400) as shown on Florida Department of
25 Transportation Right of Way Map, Section 79110, Financial Project 242655-1; thence departing said
26 Southerly Right of Way line, thence South 15°45'27" West, along said Westerly limited Access Right
27 of Way line, a distance of 2,426.29' to the intersection of said Westerly Limited access Right of Way
28 line and the Southerly line of the North one-half of Government Lot 7 of said Section 6; thence
29 departing said Westerly Limited Access Right of Way line, North 89°30'27" West, along said
30 southerly lines of said Government Lot 7 and Government Lot 6, a distance of 802.87' to the
31 Southeast corner of Lot 19 of Yourlando Farms and Groves, according to the Map of Plat recorded
32 in Map Book 10, Pages 227-228, Public Records of Volusia County, Florida; thence North 89°50'30"
33 West, along the South lines of Lots 19 and 20 of said Plat, a distance of 617.69 feet to the
34 Southwest corner of said Lot 20, also being the Northeast corner of Lot 27 of said Plat; thence
35 South 00°14'50" East, along the Easterly line of Lot 27, a distance of 250.09' thence departing said
36 Easterly line, South 35°50'28" West, a distance of 354.28' to the Northerly Right of Way line of State
37 Road 472, as shown on said Florida Department of Transportation Right of Way Map, thence North
38 54°12'12" West, along said Northerly Right of Way line, a distance of 1,481.04' to the intersection of
39 said Northerly Right of Way line, and the Easterly Right of Way line of Dr. Martin Luther King, Jr
40 Beltway as shown on Volusia County, Florida Right of Way Map, Project 1113-3; thence departing
41 said Northerly Right of Way line, North 00°27'52" West, along said Easterly Right of Way line, a
42 distance of 703.97' to the Point of Curvature of a curve concave to the Southeast, having a Radius
43 of 98.00', a Central Angle of 45°56'03", a Chord Bearing of North 22°30'10" East, a Chord Distance
44 of 76.55' and an Arc length of 78.64' to the Point of Tangency; thence continue North 45°28'12"
45 East, a distance of 26.79' to a Point of Cusp on a curve concave to the East, having a Radius of
46 5,629.58', a Central Angle of 02°41'25", a Chord Bearing of North 04°08'35" East, a Chord Distance
47 of 264.31' and an Arc Length of 264.33'; thence departing said curve and said Easterly Right of
48 Way, North 89°29'37" East, a distance of 361.47' to the Point of Curvature of a curve concave to the
49 South, having a Radius of 1,440.00', a Central Angle of 12°42'11", a Chord Bearing of South
50 84°07'35" East, a Chord distance of 318.61', and an Arc Length of 319.26' to the end of said Curve;
51 thence North 12°13'31" East, a distance of 80.00' to the beginning of a non-tangent curve concave
52 to the Southwest, having a Radius of 1520.00', a Central Angle of 03°39'55", a Chord Bearing of

1 South 75°56'32" East, a Chord Distance of 97.22', and an Arc Length of 97.24' to the end of said
2 curve; thence South 74°06'34" East, a distance of 169.10' to the Point of Curvature of a curve
3 concave to the North, having a Radius of 1,000.00', a Central Angle of 15°36'56", a Chord Bearing
4 of South 81°55'02" East, a Chord Distance of 271.70', and an Arc Length of 272.54 feet to the Point
5 of Tangency being on Southerly line of said Government Lot 4; thence South 89°43'30" East, along
6 said Southerly line, a distance of 118.80' to the Northwest corner of said Lot 17, also being the
7 Southeast corner of said Government Lot 4; thence North 00°14'21" West, along the Easterly line of
8 said Government Lot 4, a distance of 1,036.68' to the **Point of Beginning**.
9

10 Said tract or parcel contains 143.24 Acres, More or Less.
11
12
13
14
15
16
17
18

Exhibit "B"

PLANNED DEVELOPMENT AGREEMENT

IN THE CITY COMMISSION OF THE

CITY OF DELAND, FLORIDA

IN RE: Case # _____, Application of

LONGLEAF FOUR LLC

ORDINANCE # _____

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM Volusia County (VC) I-1,

I-1C, A-1, A-1C, R-4, and R-4C TO

DELAND TECH PARK PD PLANNED UNIT DEVELOPMENT ("DeLand Tech Park PD")

The application of LONGLEAF FOUR LLC, hereinafter, "Applicant", for rezoning was heard by and before the City Commission, DeLand Florida, on _____, 2022. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Community Development, and other Departments and agencies of DeLand, Florida; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning Board on _____, 2022 and otherwise being fully advised, the City Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of LONGLEAF FOUR LLC was duly and properly filed herein on _____, 2022 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the applicant is the contract purchaser of a 143.24 +/- acre parcel of land which is situated in DeLand, Florida. These parcels of land are 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 No. 2013-11, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the City Commission, Land Development Regulations Ordinance No. 2013-11, as amended.

F. That the owners of the properties: Elizabeth P.T. Zitman as Trustee of the Elizabeth P.T. Zitman Trust dated 27th day of February 2004, Pieter C. Ambachtsheer, Shannon Leigh Rottach, A-Z Poultry Farm, Inc., Stonekirk Ventures, LLC, J. Scott Kirk, W.L. Kirk Jr. as Trustees, William H Baker Trust, W.L. Kirk Jr., and Sieg & Ambachtsheer

1 Inc., agree with the provisions of the Development Agreement.

2

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 Volusia County (VC) I-1, I-1C, A-1, A-1C, R-4, and R-4C to DELAND TECH PARK PD.

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance No. 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance No. 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS DAY OF _____, A.D., _____, AS FOLLOWS:

A. That the Application of LONGLEAF FOUR 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 Volusia County (VC) I-1, I-1C, A-1, A-1C, R-4, and R-4C to DELAND TECH PARK PD as described in Article VII of the City of DeLand, Land Development Regulations Ordinance No. 2013-11, as amended.

1 C. That the Official Zoning Map of the City of DeLand, is hereby amended to
2 show the rezoning of said parcel to DELAND TECH PARK PD.

3
4 D. That the City of DeLand Land Development Regulations Ordinance No. 2002-
5 09, as amended, is consistent with the provisions of the "Development Agreement" as
6 hereinafter set forth in this Ordinance and with respect to any conflict between Land
7 Development Regulations Ordinance No. 2013-11, as amended, and the "Development
8 Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No.
9 2013-11, as amended, shall govern with respect to any matter not covered by the
10 "Development Agreement." The City of DeLand, will ensure overall compliance with this
11 Ordinance.

12
13 E. Unless otherwise provided for herein, the City of DeLand, Land Development
14 Regulations Ordinance No. 2013-11, as amended, shall apply to the PD in the same
15 manner as the M-1, Industrial District zoning classification.

16
17 F. Nothing in this Ordinance shall abridge the requirements of any City of
18 DeLand Ordinance other than Ordinance No. 2013-11, as amended, and this Development
19 Agreement. Timing and review procedures contained in this Order and Resolution may be
20 modified to comply with the City of DeLand Land Development Regulations, Ordinance No.
21 2013-11, as amended. Further, nothing in the Development Agreement is intended to
22 abridge the requirements of Ordinance No. 2013-11, as amended, and any other City
23 Ordinances.

DEVELOPMENT AGREEMENT

A. Development Concept. The property shall be developed as a PD substantially in accordance with the Planned Development Plan. The Planned Development Plan shall govern the development of the property as a PD and shall regulate the future land use of this parcel.

1. Planned Development Plan. The Planned Development Plan shall consist of the Development Plan Map prepared Vanasse Hangen Brustlin, Inc. and dated September 1, 2022 and this development agreement. The Planned Development 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 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. Subdivision Approval. After the Planned Development Plan is recorded, and prior to any construction, including clearing and fill, a final plat of the area, whether one phase or multiple phases, 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.

1 4. Site Plan Approval. After the Planned Development Plan is recorded,
2 and prior to any construction, including clearing and fill, a preliminary and/or a final site
3 plan, as applicable, shall be submitted for review and approval in the manner required by
4 Article 13 of the City of DeLand Land Development Regulations, Ordinance No. 2013-11,
5 as amended.

6
7 B. Unified Ownership. The Applicant or his successors shall maintain unified
8 ownership of the subject parcel until after issuance of the final site plan.

9
10 C. Phases of Development. The project may be developed in one or more than
11 one phase, as more specifically detailed on the phasing plan attached hereto as Exhibit "C"
12 and the phases may occur in any order. Grading may occur per phase. No burning shall be
13 permitted on site.

14
15 D. Land Uses Within the PD. The development of the parcel shall be consistent
16 with the uses prescribed for each area within the proposed DELAND TECH PARK PD.
17 The location and size of said land use areas are shown on the Development Plan Map.
18 The land uses within the Planned Development Plan may expand or contract depending on
19 the final development plan as long as the number of trips do not exceed the applicable trip
20 cap listed herein. The following land uses shall be allowed as permitted principal uses and
21 structures along with their customary accessory uses and structures.

Permitted Uses within the PD:

1. Commercial Uses

General/Professional Offices.

Medical Office.

Drugstores and pharmacies.

Laboratories, hospitals and clinics.

Medical clinics over 5,000 sq. ft.

Veterinary clinics allowing overnight boarding for clinical care, no outside runs or kennels.

Copying, printing and lithography.

Showroom commercial.

Day care facilities, adult or child.

Hotels or motels and associated accessory uses including restaurant and conference facilities.

Package sales where beer and/or wine are sold for consumption off-premises with DBPR 2APS license.

Restaurants, including fast food and/or drive through facilities, including establishments serving alcohol requiring a DBPR 2COP, 3PS or 4COP license with special class.

Convenience stores with or without gas pumps.

Grocery.

Retail sales.

Retail and service land uses.

Colleges or schools.

Government and public land uses and buildings.
Music, dance, gymnasium, art school or studio excluding discotheques.
Outdoor recreation land use.
Parks, mini and neighborhood.
Electrical, gas, plumbing and HVAC sales/service.

2. Industrial Uses

Laboratories, research, testing and development – Pharmaceutical products, drugs compounding only.
Manufacturing – limited, including assembly and fabrication operations.
Research and development facilities.
Food products manufacturing or wholesale.
Grain blending and packaging, but not milling.
Milk, dairy, creamery, beverage bottling, processing and wholesale plants.
Automobile service station and repair.
Marine manufacturing, sales, and service.
Utilities.
Warehousing and commercial storage.
Wholesale commercial activities.
Communication towers, Cell Towers, 5G Towers.
EV charging stations.
Outdoor storage screened from view.

3. Uses Not Permitted within PD:

Truck stops.

Outdoor storage visible from public right of way.

E. Development Standards.¹

1. **The following lot development criteria shall apply to industrial or similar development within the DeLand Tech Park PD:**

a. Maximum building height: 65 feet (ft.)

b. Minimum perimeter building setbacks:

(a) Side, Street: 30 ft.

Side, Interior: 10 ft.

(b) Front: 35 ft.

(c) Rear: 25 ft.

c. Maximum impervious surface: 70 percent ("%").

d. Parking standards shall be in accordance with Section 33-91 of the City of DeLand Land Development Regulations.

e. Trip generation for the development is provided as Exhibit D.

2. **The following lot development criteria shall apply to commercial/retail or similar development within the DeLand Tech Park PD:**

a. Maximum building height: 80 feet

b. Minimum perimeter building setbacks:

(a) Side, Street: 20 ft.

Side, Interior: 10 ft.

¹ As may be modified by the architectural standards listed in Section E.6. of this Agreement.

Side, abutting residential: 25 ft.

(b) Front: 20 ft.

(c) Rear: 10 ft.

Rear, abutting residential: 25 ft.

c. Maximum impervious surface: 60 percent ("%").

d. Parking standards shall be in accordance with Section 33-91 of the City of DeLand Land Development Regulations.

e. Trip generation for the development is provided as Exhibit D.

Site:

3. Landscape buffer requirements: The landscape buffers shall be installed per the City's applicable Land Development Regulations (see Buffer Standards listed in 33.92.02 of the City of DeLand Land Development Regulations), unless otherwise noted herein. Existing vegetation within the buffers will be preserved to the extent possible; however, changing the grade within the proposed landscape buffer will be permitted, provided that the graded area will be replanted using native or low-water landscape material and may use a combination of saved and planted material to meet this standard.

4. Signage: Signage shall be provided per the City's Land Development Regulations. The two existing billboards on the property shall be permitted to remain or may be consolidated into one electronic billboard. The developer will provide a community designation sign on the property in partnership with the City of DeLand. Off-site signage benefitting uses within the DeLand Tech

1 Park PD shall be permitted.

2 5. Open Space and/or Common Area: The development shall meet the
3 Land Development Regulations Ordinance No. 2013-11.

4 6. Architectural and Site Design Standards: As to industrial structures
5 within the property, the following architectural standards shall apply:

6 a. The exterior materials shall be of hard wall construction,
7 meaning pre-cast or tilt-up concrete panels, masonry or cast
8 stone. Accent materials at or near office areas, entrances or
9 along the facades of the building, as designed to provide a break
10 in the continuous façade of the principal industrial building, may
11 consist of wood, or wood appearing materials, architectural metal
12 panels or metal and glass panels.

13 b. A parapet wall or rooftop screen shall be installed to screen
14 mechanical equipment that may be installed on the roof of the
15 principal industrial building. A parapet wall or rooftop screen shall
16 not be included in the measurement of the total height of the
17 principal industrial building. The purpose of the parapet wall or
18 rooftop screen is to screen rooftop mechanical units from the line
19 of site of I-4, Kirk Drive and Cassadaga Road, acknowledging that,
20 depending on surrounding elevations, such rooftop units may not
21 be entirely screened from view from these roadways.

22 c. Industrial buildings located along or oriented to I-4 shall be
23 oriented so that their long axis runs east to west in order that the
24 more narrow ends of the buildings are oriented toward I-4.

1 d. The setback of the principal industrial buildings shall be a
2 minimum of fifty feet (50') from the ROW of I-4 and a minimum of
3 one-hundred and fifty feet (150') from Cassadaga Road. Within
4 such setbacks, driveways, parking and truck courts may be
5 located, so long as there is a minimum landscape/tree planting
6 area of thirty feet (30') between the principal building façade and
7 the ROW for I-4 and Cassadaga Road.

8 e. The building façade of a principal industrial building that is
9 oriented to I-4 shall include a minimum of at least three (3) of the
10 four (4) following architectural elements:

11 i. Corner offices with appropriate window panels and
12 entryways, as extending at least 12' in height;

13 ii. Panels extending perpendicular from the principal
14 industrial building as designed to screen truck dock doors;

15 iii. Architectural panels designed to provide visual interest
16 at the corner of the façade oriented to I-4 or along the
17 façade facing I-4;

18 iv. Landscaping within ten (10) to twenty feet (20') of the
19 façade facing I-4 to provide visual interest and also act as a
20 screen to the truck dock doors. Such landscaping shall
21 include a mix of trees and shrubs designed to provide tree
22 height at maturity of twelve (12) to twenty-five feet (25') and
23 shrub height at maturity of four (4) to ten feet (10').

24 f. The height of principal industrial buildings shall not exceed

1 sixty-five feet (65') as measured from the finished floor of the
2 building. Silos and other accessory structures related to principal
3 industrial buildings shall not exceed sixty-five feet (65') in height as
4 measured from the finished floor of such accessory structures.

5 g. The minimum front yard setback for principal industrial
6 buildings located along Kirk Drive shall be forty feet (40'). Within
7 such setback, drives, parking areas, guard/security accessory
8 structures and landscaping may be located. At least one street
9 tree per fifty feet (50') of frontage along Kirk Drive shall be planted,
10 exclusive of driveway openings.

11 h. As to the commercial areas, the owner/developer commits that
12 not more than one outparcel shall be occupied by a business that
13 has as one of its primary businesses the sale of gasoline/liquid
14 fuels.

15 i. All site development shall comply with the general design
16 themes included on attached Exhibit "E."
17

18 F. Environmental Considerations. The development shall comply with the
19 requirements for preservation of environmental resources as set forth in the Land
20 Development Regulations Ordinance No. 2013-11, as amended, unless otherwise stated in
21 this section.

22 1. All landscaping, including buffers, shall predominantly utilize Florida-Friendly
23 Landscaping, as defined by the University of Florida/Institute of Food and Agricultural
24 Sciences ("UF/IFAS") Center for Landscape Conservation and Ecology, native, or

low-water plant material. The Development Plan Map encourages environmental preservation and sustainable development through the provision of substantial perimeter buffers, natural areas, open space, the incorporation of Low Impact Development (“LID”) stormwater strategies, as developed by the UF/IFAS, Center for Landscape Conservation and Ecology, and use of Florida-Friendly Landscaping. The proposed buffers will add Florida-Friendly vegetation where needed to screen adjoining residential properties. The development shall include landscape designs such that plants will serve environmentally friendly functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the community. All mulching will be conducted in accordance with the most current version of the Florida Green Industries Best Management Practices (BMPs) handbook guidelines. To the extent practicable, mowing shall be done in accordance with the most current version of the Florida Green Industries BMPs handbook and by certified landscaping contractors. Mowing adjacent to swales shall be performed such that no clippings are deposited into any swales or water bodies. All clippings that may have been deposited on impervious surfaces will be swept back into the vegetated area. All pesticide applications shall be done by a certified professional in accordance with the most current version of the Florida Green Industries BMPs handbook. Additional LID options are provided as part of the Development Plan Map and may include the following:

- a. Rain Garden. Vegetated depressions (also referred to as bioretention cells) that collect runoff and facilitate its infiltration into the ground. Sizes of rain gardens, or bioretention cells, may vary based on the development area they

- are intended to serve.
- b. Filter Strip. Bands of dense vegetation planted immediately downstream of a runoff source designed to filter runoff before it reaches a receiving water body.
 - c. Swales. Shallow channel lines with vegetation or grass and used to convey and store runoff.
 - d. Green Roofs. Impermeable roof membranes overlaid with a lightweight planting mix with a high infiltration rate and vegetated with plants tolerant to heat, drought, and periodic inundation used to reduce the volume of runoff discharged to a receiving water body.
 - e. Dry well. Also referred to as a French Drain, a dry well is a gravel or stone filled pit that is located to catch water from roof downspouts or paved areas.
 - f. Subsurface Recharge Trenches. Trenches filled with porous media, such as sand or aggregate that collect runoff and exfiltrate it into the ground.
 - g. Permeable Pavement. Manufactured paving stones, concrete, or asphalt that allow for infiltration into porous media placed underneath.
 - h. Infiltration Basin. Small, vegetative basins or dry ponds designed to receive runoff and exfiltrate it into the ground.
 - i. Rain Barrel or Cistern. Containers that store runoff delivered through building downspouts. Rain barrels are generally smaller structures and located above ground. Cisterns are generally larger than barrels and often buried. These elements may be connected to the building's plumbing or irrigation systems, or otherwise used to reuse water that is collected.

2. Tree Preservation and Mitigation: Compliance with the City's Tree Protection

1 Code, Section 33-57 ("Tree Code") shall be accomplished by implementing the
2 design standards, installing the tree planting areas and preserving as untouched the
3 areas illustrated and delineated by the exhibits described below and attached hereto.

4 a. Along Kirk Drive and Pinehurst Drive, newly planted trees shall be
5 installed as shown by the cross-section drawings attached as Exhibit "E"
6 and existing trees shall be preserved and newly planted trees shall be
7 added, as needed, along Cassadaga Road and I-4. Such newly planted
8 tree and existing tree preservation areas shall be a minimum of 15' (ft.) in
9 width, but average overall at least 25' in width and shall consist of native
10 trees such as, but not limited to, American Sycamore, Florida Red Maple,
11 Winged Elm, Live Oak and Willow Oak as to canopy trees and Sweetbay
12 Magnolia, Loblolly Bay (Gordonia), Redbud and Blue Beech (Carpinus
13 carolinia) as to understory trees. These planting and preservation areas
14 shall qualify as Tree Protection Areas under the Tree Code and mitigate
15 for the loss of existing trees within the DeLand Tech Park PD. Plantings
16 within the DeLand Tech Park PD shall be in compliance with the Tree
17 Code's List of Permitted Trees and Shrubs for Landscaping and Tree
18 Protection. Only trees and shrubs included in such list may be planted.

19 b. At or above the base level in the retention ponds designed to store
20 major storm events, native trees consisting of the species listed in section
21 F.2.a., above, and also Bald Cypress, shall be planted in accordance with
22 the cross-section attached as Exhibit "E." These pond related planting
23 areas shall also qualify as Tree Protection Areas (TPA) under the Tree
24 Code.

- 1 c. The area labeled on Exhibit “B” as a “Natural Conservation Vegetation
2 Area” shall not have any construction activity occurring within such area.
3 This area of preservation of existing trees and vegetation shall likewise
4 be a TPA under the Tree Code.
- 5 d. In addition to the prescribed native species for the planting of
6 replacement trees, as described above, the minimum caliper size for the
7 “canopy tree” shall be 1.5” (in.) and shall be 1” for understory trees.
8 Native shrub plantings shall be at the standard container size as carried
9 by the plant nursery trade for the species selected.
- 10 e. All newly planted trees and shrubs in the TPAs shall be irrigated. In
11 the event of a loss of a tree or trees as prescribed above, such tree or
12 trees shall be replaced within six (6) months of its loss. In the case of a
13 widespread loss due to a hurricane or tornado/straight line winds, then
14 the time period for replacement shall be one year.
- 15 f. The Applicant shall pay into the City’s Tree Replacement Reserve
16 Account, or other fund as designated by the City for the acquisition of a
17 nature preserve or park lands, the sum of \$143,000.00 within thirty (30)
18 days following approval of the site and development plan for the first
19 industrial or commercial building to be constructed in the DeLand Tech
20 Park PD. This payment completes the required compliance with the
21 Code for the development of the DeLand Tech Park PD as approved
22 within and under the Planned Development Plan. In the event the
23 required payment described above is not timely made, the City may
24 revoke all permits or approvals previously issued to users or owners

1 within the DeLand Tech Park PD.

2
3 G. Sewage Disposal and Potable Water. Provision for sewage disposal,
4 potable and reclaimed water needs of the PD will be provided in accordance with the
5 Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development
6 Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative
7 Code 64E-6.

8
9 H. Stormwater Drainage. Provision for stormwater retention shall be in
10 accordance with the Land Development Regulations Ordinance No. 2013-11, as amended.
11 General locations of the stormwater retention areas are shown on the Development Plan
12 Map but the location and sizes of the same may be modified during engineering.

13
14 I. Access and Transportation System Improvements. All access and
15 transportation system improvements shall be provided in accordance with the Land
16 Development Regulations, Ordinance No. 2013-11, as amended. The parcel shall be
17 developed in substantial accordance with the following access and transportation system
18 improvements:

19 1. Access. Access to the site will be in accordance with the Development
20 Plan Map. The Development Plan Map indicates the anticipated connection locations,
21 which includes full access and a right in, right out on Martin Luther King Jr. Beltway, right
22 in, right out and full access on S.R. 472 and full access on Cassadaga Road; however, the
23 final locations and types of access may vary due to final engineering design and permitting
24 considerations. Developer shall provide signage specifying that trucks shall not travel east

1 along Cassadaga Road.

2 2. Transportation System Improvements. Transportation system
3 improvements will be provided as required by permitting agencies.

4 3. Internal Pedestrian Connectivity. Pedestrian connectivity will be
5 provided with a series of multi-purpose paths, trails and sidewalks as shown on the
6 Development Plan Map. Pedestrian interconnectivity will also be provided to adjacent
7 properties that are not included in the DeLand Tech Park PD.

8
9 J. Internal Roadways. Kirk Drive and Pinehurst Drive will be public roadways,
10 designed to meet City of DeLand standards. The City of DeLand shall own and maintain
11 these roadways as public right of way. The City shall not require connector frontage roads.
12 The location and design of the roadways are subject to final design and permitting.

13
14 K. Reverter Provision: The City Commission may rezone any portion of the
15 project which has not secured a final development order on or before 7 years from the
16 effective date of this ordinance as may be necessary or appropriate to protect adjoining
17 properties or the public health, safety and welfare, unless the City Commission, for good
18 cause shown, shall extend the time period indicated in this paragraph.

19
20 L. Binding Effect of Plans; Recording; and Effective Date. The Planned
21 Development Plan, including any and all amendments shall bind and inure to the benefit of
22 the Applicant and its successor in title or interest. DELAND TECH PARK PD zoning,
23 provisions of the "Development Agreement," and all approved plans shall run with the land
24 and shall be administered in a manner consistent with Article 12 of the City of DeLand

1 Land Development Regulations Ordinance No. 2013-11, as amended.

2 This Ordinance and all subsequent amendments shall be filed with the Clerk of the
3 Court and recorded within forty-five (45) days following execution of the document by the
4 City Commission, in the Official Records of Volusia County, Florida. One copy of the
5 document, bearing the book and page number of the Official Record in which the
6 document was recorded, shall be submitted to the Planning Department for placement in
7 the public file. The date of recording of this document shall constitute the effective date of
8 DELAND TECH PARK PD or its subsequent amendments. The applicant shall pay all filing
9 costs for recording documents.

10
11 DONE and ORDERED by the City Commission, City of DeLand, Florida, this
12 ____ day of _____ (mo/yr).

1 ATTEST:

City Commission of DeLand Florida

2
3
4 Michael Pleus
5 City Manager

Robert Apgar
Mayor

6
7
8
9
10 STATE OF FLORIDA

11 CITY OF DELAND

12
13 The foregoing instrument was acknowledged before me by means of ☐
14 physical presence or ☐ online notarization this _____ day of
15 _____ (mo/yr), by Michael Pleus and Robert Apgar, as City
16 Manager and Mayor, City of DeLand, respectively, on behalf of the City of
17 DeLand, and who are personally known to me.

18
19
20 NOTARY PUBLIC, STATE OF FLORIDA

21 Type or Print Name:

22 _____
23 Commission No.: _____

24 My Commission Expires: _____

1 WITNESSES:

Developer:
2 LONGLEAF FOUR, LLC

3
4
5 _____
6
7
8 _____
9

Harry F. McNaught, Manager
LONGLEAF FOUR LLC

10
11
12
13 The foregoing instrument was acknowledged before me by means of ☐
14 physical presence or ☐ online notarization this _____ day of
15 _____ (mo/yr), by Harry F. McNaught, Manager of
16 LONGLEAF FOUR LLC, who is personally known to me or who has
17 produced _____ as identification.
18
19

20 NOTARY PUBLIC, STATE OF FLORIDA

21 Type or Print Name:

22 _____

23 Commission No.: _____

24 My Commission Expires: _____
25
26
27

1 WITNESSES:

Owner:

Elizabeth P.T. Zitman, as Trustee of the
Elizabeth P.T. Zitman Trust dated 27th
day of February 2004

8 _____
9 Elizabeth P.T. Zitman
10
11 _____
12
13
14

15 The foregoing instrument was acknowledged before me by means of ☐
16 physical presence or ☐ online notarization this _____ day of
17 _____ (mo/yr), by Elizabeth P.T. Zitman, who is
18 personally known to me or who has produced
19 _____ as identification.
20
21

22 NOTARY PUBLIC, STATE OF FLORIDA

23 Type or Print Name:

24 _____
25 Commission No.: _____

26 My Commission Expires: _____
27
28

1 WITNESSES:

Owners:

Pieter C. Ambachtsheer and Shannon
Leigh Rottach

2
3
4
5
6 _____

_____ Pieter C. Ambachtsheer

7
8
9 _____

10
11
12 _____ Shannon Leigh Rottach

13
14
15 _____

16
17
18 The foregoing instrument was acknowledged before me by means of ☐
19 physical presence or ☐ online notarization this _____ day of
20 _____ (mo/yr), by _____ and
21 _____, who are personally known to me or who
22 have produced _____ as identification.

23
24
25 NOTARY PUBLIC, STATE OF FLORIDA

26 Type or Print Name:

27 _____

28 Commission No.: _____

29 My Commission Expires: _____

1 WITNESSES:

Owner:
A-Z Poultry Farm, Inc.

6 _____
7 _____
8 Print: _____
9 _____

10
11
12
13 The foregoing instrument was acknowledged before me by means of ☐
14 physical presence or ☐ online notarization this _____ day of
15 _____ (mo/yr), by _____, as
16 _____ of A-Z Poultry Farm, LLC, who is personally
17 known to me or who has produced _____ as
18 identification.

19
20
21 NOTARY PUBLIC, STATE OF FLORIDA

22 Type or Print Name:

23 _____
24 Commission No.: _____

25 My Commission Expires: _____
26

1 WITNESSES:

Owner:
Stonekirk Ventures, LLC

2
3
4
5 _____
6
7
8 _____

Print: _____

9
10
11
12 The foregoing instrument was acknowledged before me by means of ☐
13 physical presence or ☐ online notarization this _____ day of
14 _____ (mo/yr), by _____, who is
15 _____ of Stonekirk Ventures, LLC and who is personally
16 known to me or who has produced _____ as
17 identification.
18
19

20 NOTARY PUBLIC, STATE OF FLORIDA

21 Type or Print Name:

22 _____

23 Commission No.: _____

24 My Commission Expires: _____
25
26
27

1 WITNESSES:

Owners:

W. L. Kirk Jr. Trustees and Scott Kirk

2
3
4
5 _____

6
7
8 _____

Print: _____

9
10
11 _____

12 Scott Kirk

13
14
15 _____

16 The foregoing instrument was acknowledged before me by means of ☐
17 physical presence or ☐ online notarization this _____ day of
18 _____ (mo/yr), by _____ and
19 _____, who are is personally known to me or who have
20 produced _____ as identification.
21
22

23 NOTARY PUBLIC, STATE OF FLORIDA

24 Type or Print Name:

25 _____

26 Commission No.: _____

27 My Commission Expires: _____
28
29

1 WITNESSES:

Owner:
WILLIAM H. BAKER TR

Print: _____

12 The foregoing instrument was acknowledged before me by means of ☐
13 physical presence or ☐ online notarization this _____ day of
14 _____ (mo/yr), by _____, who is
15 _____ of the William H. Baker TR and who is personally
16 known to me or who has produced _____ as
17 identification.

20 NOTARY PUBLIC, STATE OF FLORIDA

21 Type or Print Name:

23 Commission No.: _____

24 My Commission Expires: _____

1 WITNESSES:

Owner:
W.L. KIRK, JR.

2
3
4
5 _____
6
7
8 _____

Print: _____

9
10
11
12 The foregoing instrument was acknowledged before me by means of ☐
13 physical presence or ☐ online notarization this _____ day of
14 _____ (mo/yr), by _____, who is
15 personally known to me or who has produced
16 _____ as identification.
17
18

19 NOTARY PUBLIC, STATE OF FLORIDA

20 Type or Print Name:

21 _____

22 Commission No.: _____

23 My Commission Expires: _____
24

1 WITNESSES:

Owner:
SIEG & AMBACHTSHEER, INC.

Print: _____

12 The foregoing instrument was acknowledged before me by means of ☐
13 physical presence or ☐ online notarization this _____ day of
14 _____ (mo/yr), by _____, who is
15 _____ of Sieg & Ambachtsheer, Inc. and who is
16 personally known to me or who has produced
17 _____ as identification.

20 NOTARY PUBLIC, STATE OF FLORIDA

21 Type or Print Name:

23 Commission No.: _____

24 My Commission Expires: _____

EXHIBIT "B"

PD PLAN

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

EXHIBIT "C"
PHASING PLAN

Revised September 20, 2022 u/p/zone/pd_doc

EXHIBIT "D"

TRIP EQUIVALENCY MATRIX

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

1
2
3

EXHIBIT “E”
EXAMPLE OF DESIGN PLAN & CROSS SECTIONS

EXHIBIT "A"

LEGAL DESCRIPTION

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

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

1 South 75°56'32" East, a Chord Distance of 97.22', and an Arc Length of 97.24' to the end of said
2 curve; thence South 74°06'34" East, a distance of 169.10' to the Point of Curvature of a curve
3 concave to the North, having a Radius of 1,000.00', a Central Angle of 15°36'56", a Chord Bearing
4 of South 81°55'02" East, a Chord Distance of 271.70', and an Arc Length of 272.54 feet to the Point
5 of Tangency being on Southerly line of said Government Lot 4; thence South 89°43'30" East, along
6 said Southerly line, a distance of 118.80' to the Northwest corner of said Lot 17, also being the
7 Southeast corner of said Government Lot 4; thence North 00°14'21" West, along the Easterly line of
8 said Government Lot 4, a distance of 1,036.68' to the **Point of Beginning**.
9

10 Said tract or parcel contains 143.24 Acres, More or Less.
11
12
13
14
15
16
17
18

"EXHIBIT C"

\\vlp\gh\proj\Orlando\64054.00_Langest-DeLand_TechPark\proj\I-4\I-4\64054.00-DeLandTechPark-MUP.dwg



LEGEND

PROJECT BOUNDARY

- PHASE 1
- PHASE 2
- PHASE 3

DeLand Tech Park PD

City of DeLand, Florida

By	Number	Date	Notes

Prepared by	Checked by	Date

Vertical Datum NAVD 1988

March 21, 2022

PHASING PLAN

Drawing Number

Scale

DATE: Jun, 20, 2022

Project Number
64054.00

"EXHIBIT D"

Equivalency Matrix
Deland Tech Park

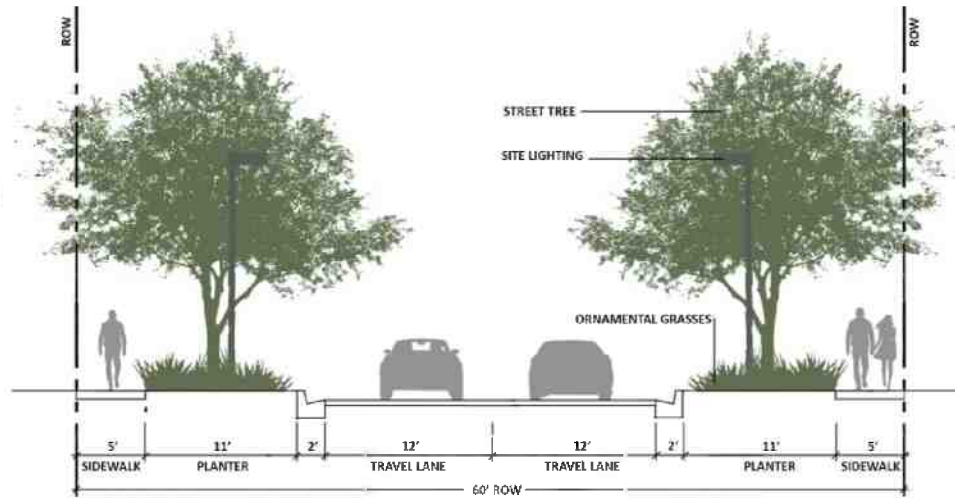
	To:	Industrial Park	Manufacturing	Mini Warehouse	Warehouse	High Cube Warehouse	Hotel	Health/ Fitness Club	Office (0-49 KSF)	Office (50-99 KSF)	Office (100-149 KSF)	Medical Office (0-24 KSF)	Medical Office (25-49 KSF)
From:													
Industrial Park	KSF	1.000 KSF	0.459 KSF	2.267 KSF	3.400 KSF	2.125 KSF	1.438 Rms	0.099 KSF	0.160 KSF	0.195 KSF	0.213 KSF	0.089 KSF	0.086 KSF
Manufacturing	KSF	2.176 KSF	1.000 KSF	4.933 KSF	7.400 KSF	4.625 KSF	3.131 Rms	0.214 KSF	0.349 KSF	0.424 KSF	0.463 KSF	0.193 KSF	0.186 KSF
Mini Warehouse	KSF	0.441 KSF	0.203 KSF	1.000 KSF	1.500 KSF	0.938 KSF	0.635 Rms	0.043 KSF	0.071 KSF	0.086 KSF	0.094 KSF	0.039 KSF	0.038 KSF
Warehouse	KSF	0.294 KSF	0.135 KSF	0.667 KSF	1.000 KSF	0.625 KSF	0.423 Rms	0.029 KSF	0.047 KSF	0.057 KSF	0.063 KSF	0.026 KSF	0.025 KSF
High Cube Warehouse	KSF	0.471 KSF	0.216 KSF	1.067 KSF	1.600 KSF	1.000 KSF	0.677 Rms	0.046 KSF	0.075 KSF	0.092 KSF	0.100 KSF	0.042 KSF	0.040 KSF
Hotel	Rms	0.695 KSF	0.319 KSF	1.576 KSF	2.364 KSF	1.477 KSF	1.000 Rms	0.069 KSF	0.111 KSF	0.135 KSF	0.148 KSF	0.062 KSF	0.059 KSF
Health/ Fitness Club	KSF	10.147 KSF	4.662 KSF	23.000 KSF	34.500 KSF	21.563 KSF	14.596 Rms	1.000 KSF	1.627 KSF	1.975 KSF	2.156 KSF	0.900 KSF	0.868 KSF
Office (0-49 KSF)	KSF	6.235 KSF	2.865 KSF	14.133 KSF	21.200 KSF	13.250 KSF	8.969 Rms	0.614 KSF	1.000 KSF	1.214 KSF	1.325 KSF	0.553 KSF	0.534 KSF
Office (50-99 KSF)	KSF	5.137 KSF	2.360 KSF	11.644 KSF	17.467 KSF	10.917 KSF	7.390 Rms	0.506 KSF	0.824 KSF	1.000 KSF	1.092 KSF	0.456 KSF	0.440 KSF
Office (100-149 KSF)	KSF	4.706 KSF	2.162 KSF	10.667 KSF	16.000 KSF	10.000 KSF	6.769 Rms	0.464 KSF	0.755 KSF	0.916 KSF	1.000 KSF	0.417 KSF	0.403 KSF
Medical Office (0-24 KSF)	KSF	11.275 KSF	5.180 KSF	25.556 KSF	38.333 KSF	23.958 KSF	16.218 Rms	1.111 KSF	1.808 KSF	2.195 KSF	2.396 KSF	1.000 KSF	0.965 KSF
Medical Office (25-49 KSF)	KSF	11.685 KSF	5.369 KSF	26.486 KSF	39.730 KSF	24.831 KSF	16.809 Rms	1.152 KSF	1.874 KSF	2.275 KSF	2.483 KSF	1.036 KSF	1.000 KSF
Shopping Center (0-49 KSF)	KSF	24.471 KSF	11.243 KSF	55.467 KSF	83.200 KSF	52.000 KSF	35.200 Rms	2.412 KSF	3.925 KSF	4.763 KSF	5.200 KSF	2.170 KSF	2.094 KSF
Shopping Center (50-99 KSF)	KSF	18.000 KSF	8.270 KSF	40.800 KSF	61.200 KSF	38.250 KSF	25.892 Rms	1.774 KSF	2.887 KSF	3.504 KSF	3.825 KSF	1.597 KSF	1.540 KSF
Shopping Center (100-149 KSF)	KSF	15.600 KSF	7.168 KSF	35.360 KSF	53.040 KSF	33.150 KSF	22.440 Rms	1.537 KSF	2.502 KSF	3.037 KSF	3.315 KSF	1.384 KSF	1.335 KSF
Shopping Center (150-249 KSF)	KSF	13.676 KSF	6.284 KSF	31.000 KSF	46.500 KSF	29.063 KSF	19.673 Rms	1.348 KSF	2.193 KSF	2.662 KSF	2.906 KSF	1.213 KSF	1.170 KSF
Drive-In Bank	KSF	61.794 KSF	28.392 KSF	140.067 KSF	210.100 KSF	131.313 KSF	88.888 Rms	6.090 KSF	9.910 KSF	12.029 KSF	13.131 KSF	5.481 KSF	5.288 KSF
Fast Casual Restaurant	KSF	35.912 KSF	16.959 KSF	83.667 KSF	125.500 KSF	78.438 KSF	53.096 Rms	3.638 KSF	5.920 KSF	7.185 KSF	7.844 KSF	3.274 KSF	3.159 KSF
High Turnover Sit-Down Restaurant	KSF	26.618 KSF	12.230 KSF	60.333 KSF	90.500 KSF	56.563 KSF	38.288 Rms	2.623 KSF	4.269 KSF	5.181 KSF	5.656 KSF	2.361 KSF	2.278 KSF
Fast Food Restaurant with Drive-In	KSF	97.147 KSF	44.635 KSF	220.200 KSF	330.300 KSF	206.438 KSF	139.742 Rms	9.574 KSF	15.580 KSF	18.910 KSF	20.644 KSF	8.617 KSF	8.314 KSF
Coffee/Donut Shop with Drive-In	KSF	114.676 KSF	52.689 KSF	259.933 KSF	389.900 KSF	243.688 KSF	164.958 Rms	11.301 KSF	18.392 KSF	22.323 KSF	24.369 KSF	10.171 KSF	9.814 KSF
Gas w/Conv	Pumps	54.176 KSF	24.892 KSF	122.800 KSF	184.200 KSF	115.125 KSF	77.931 Rms	5.339 KSF	8.689 KSF	10.546 KSF	11.513 KSF	4.805 KSF	4.636 KSF

ITE Code	Land Use	PM Peak-Hour Peak Direction
130	Industrial Park	0.3400
140	Manufacturing	0.7400
151	Mini Warehouse	0.1500
154	Warehouse	0.1000
155	High Cube Warehouse	0.1600
310	Hotel	0.2364
492	Health/ Fitness Club	3.4500
710	Office (0-49 KSF)	2.1200
710	Office (50-99 KSF)	1.7467
710	Office (100-149 KSF)	1.6000
720	Medical Office (0-24 KSF)	3.8333
720	Medical Office (25-49 KSF)	3.9730
820	Shopping Center (0-49 KSF)	8.3200

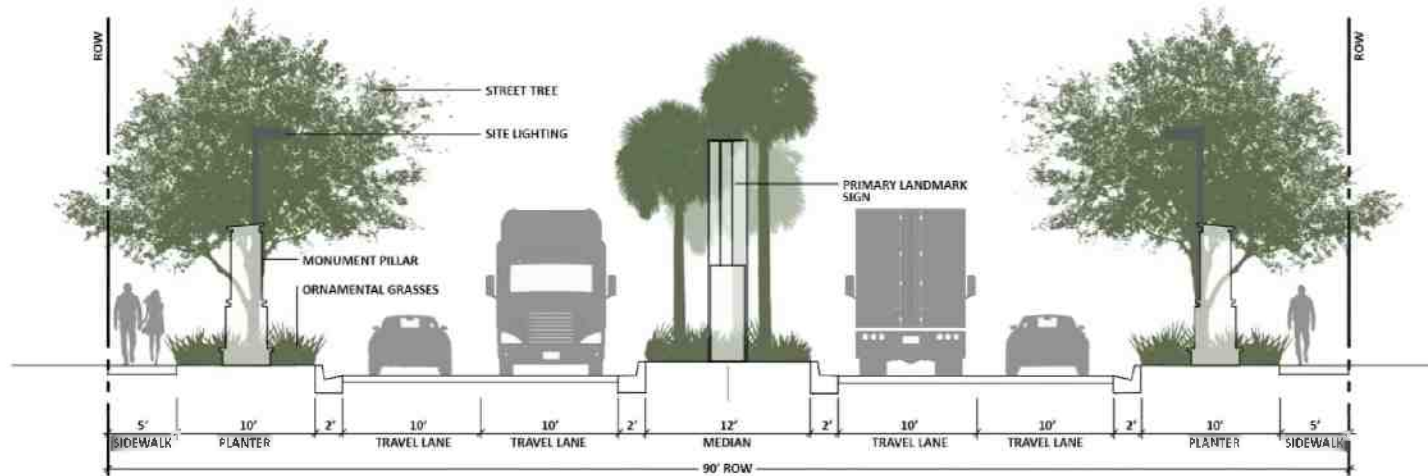
ITE Code	Land Use	PM Peak-Hour Peak Direction
820	Shopping Center (50-99 KSF)	6.1200
820	Shopping Center (100-149 KSF)	5.3040
820	Shopping Center (150-249 KSF)	4.6500
912	Drive-In Bank	21.0100
930	Fast Casual Restaurant	12.5500
932	High Turnover Sit-Down Restaurant	9.0500
934	Fast Food Restaurant with Drive-In	33.0300
937	Coffee/Donut Shop with Drive-In	38.9900
945	Gas w/Conv	18.4200

	To:	Shopping Center (0-49 KSF)	Shopping Center (50-99 KSF)	Shopping Center (100- 149 KSF)	Shopping Center (150- 249 KSF)			High Turnover Sit-Down Restaurant	Fast Food Restaurant with Drive-In	Coffee/Donut Shop with Drive- In	Gas w/Conv
From:						Drive-in Bank	Fast Casual Restaurant				
Industrial Park	KSF	0.041 KSF	0.056 KSF	0.064 KSF	0.073 KSF	0.016 KSF	0.027 KSF	0.038 KSF	0.010 KSF	0.009 KSF	0.018 Pumps
Manufacturing	KSF	0.089 KSF	0.121 KSF	0.140 KSF	0.159 KSF	0.035 KSF	0.059 KSF	0.082 KSF	0.022 KSF	0.019 KSF	0.040 Pumps
Mini Warehouse	KSF	0.018 KSF	0.025 KSF	0.028 KSF	0.032 KSF	0.007 KSF	0.012 KSF	0.017 KSF	0.005 KSF	0.004 KSF	0.008 Pumps
Warehouse	KSF	0.012 KSF	0.016 KSF	0.019 KSF	0.022 KSF	0.005 KSF	0.008 KSF	0.011 KSF	0.003 KSF	0.003 KSF	0.005 Pumps
High Cube Warehouse	KSF	0.019 KSF	0.026 KSF	0.030 KSF	0.034 KSF	0.008 KSF	0.013 KSF	0.018 KSF	0.005 KSF	0.004 KSF	0.009 Pumps
Hotel	Rms	0.028 KSF	0.039 KSF	0.045 KSF	0.051 KSF	0.011 KSF	0.019 KSF	0.026 KSF	0.007 KSF	0.006 KSF	0.013 Pumps
Health/ Fitness Club	KSF	0.415 KSF	0.564 KSF	0.650 KSF	0.742 KSF	0.164 KSF	0.275 KSF	0.381 KSF	0.104 KSF	0.088 KSF	0.187 Pumps
Office (0-49 KSF)	KSF	0.255 KSF	0.346 KSF	0.400 KSF	0.456 KSF	0.101 KSF	0.169 KSF	0.234 KSF	0.064 KSF	0.054 KSF	0.115 Pumps
Office (50-99 KSF)	KSF	0.210 KSF	0.285 KSF	0.329 KSF	0.376 KSF	0.083 KSF	0.139 KSF	0.193 KSF	0.053 KSF	0.045 KSF	0.095 Pumps
Office (100-149 KSF)	KSF	0.192 KSF	0.261 KSF	0.302 KSF	0.344 KSF	0.076 KSF	0.127 KSF	0.177 KSF	0.048 KSF	0.041 KSF	0.087 Pumps
Medical Office (0-24 KSF)	KSF	0.461 KSF	0.626 KSF	0.723 KSF	0.824 KSF	0.182 KSF	0.305 KSF	0.424 KSF	0.116 KSF	0.098 KSF	0.208 Pumps
Medical Office (25-49 KSF)	KSF	0.478 KSF	0.649 KSF	0.749 KSF	0.854 KSF	0.189 KSF	0.317 KSF	0.439 KSF	0.120 KSF	0.102 KSF	0.216 Pumps
Shopping Center (0-49 KSF)	KSF	1.000 KSF	1.359 KSF	1.569 KSF	1.789 KSF	0.396 KSF	0.663 KSF	0.919 KSF	0.252 KSF	0.213 KSF	0.452 Pumps
Shopping Center (50-99 KSF)	KSF	0.736 KSF	1.000 KSF	1.154 KSF	1.316 KSF	0.291 KSF	0.488 KSF	0.676 KSF	0.185 KSF	0.157 KSF	0.332 Pumps
Shopping Center (100-149 KSF)	KSF	0.638 KSF	0.867 KSF	1.000 KSF	1.141 KSF	0.252 KSF	0.423 KSF	0.586 KSF	0.161 KSF	0.136 KSF	0.288 Pumps
Shopping Center (150-249 KSF)	KSF	0.559 KSF	0.760 KSF	0.877 KSF	1.000 KSF	0.221 KSF	0.371 KSF	0.514 KSF	0.141 KSF	0.119 KSF	0.252 Pumps
Drive-In Bank	KSF	2.525 KSF	3.433 KSF	3.961 KSF	4.518 KSF	1.000 KSF	1.674 KSF	2.322 KSF	0.636 KSF	0.539 KSF	1.141 Pumps
Fast Casual Restaurant	KSF	1.508 KSF	2.051 KSF	2.366 KSF	2.699 KSF	0.597 KSF	1.000 KSF	1.387 KSF	0.380 KSF	0.322 KSF	0.681 Pumps
High Turnover Sit-Down Restaurant	KSF	1.088 KSF	1.479 KSF	1.706 KSF	1.946 KSF	0.431 KSF	0.721 KSF	1.000 KSF	0.274 KSF	0.232 KSF	0.491 Pumps
Fast Food Restaurant with Drive-In	KSF	3.970 KSF	5.397 KSF	6.227 KSF	7.103 KSF	1.572 KSF	2.632 KSF	3.650 KSF	1.000 KSF	0.847 KSF	1.793 Pumps
Coffee/Donut Shop with Drive-In	KSF	4.686 KSF	6.371 KSF	7.351 KSF	8.385 KSF	1.856 KSF	3.107 KSF	4.308 KSF	1.180 KSF	1.000 KSF	2.117 Pumps
Gas w/Conv	Pumps	2.214 KSF	3.010 KSF	3.473 KSF	3.961 KSF	0.877 KSF	1.468 KSF	2.035 KSF	0.558 KSF	0.472 KSF	1.000 Pumps

TYPICAL ROADWAY CROSS-SECTIONS



LOCAL STREET TYPICAL ROAD SECTION



NEIGHBORHOOD CONNECTOR TYPICAL ROAD SECTION

DeLand Tech Park PD

City of DeLand, Florida

Project No. 2022-001 Date 03/21/22

Prepared by: [Signature] Checked by: [Signature]

Drawn by: [Signature] Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

Project No. 2022-001 Date: 03/21/22

L1.01

DATE: Mar. 21, 2022 64054.01

CONCEPTUAL SIGN ELEVATIONS



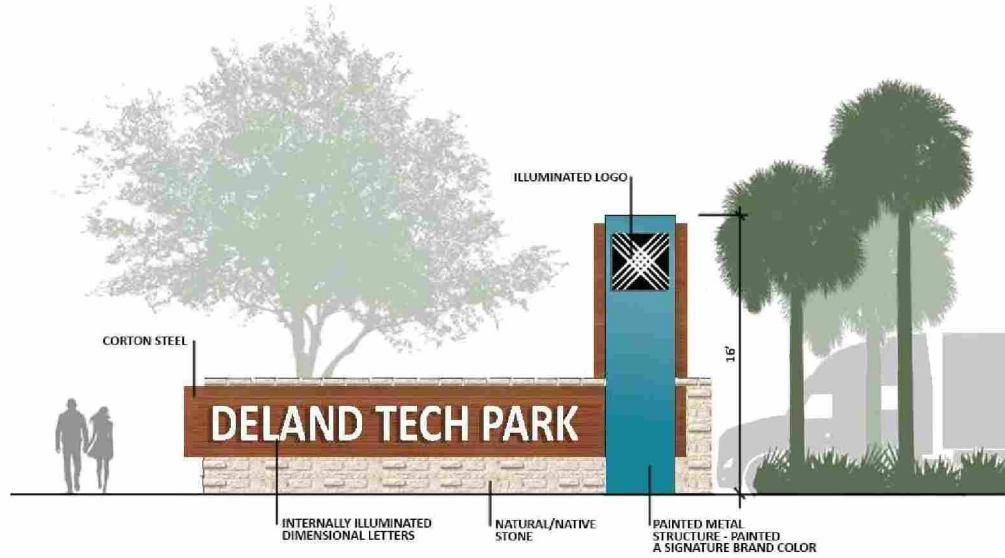
POSSIBLE BRAND
COLOR PALLETTE



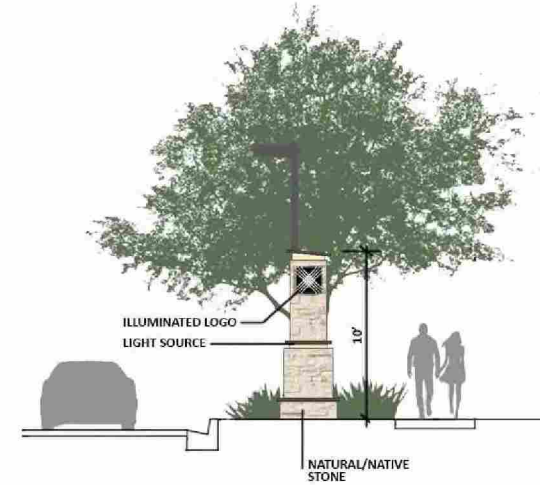
CORTON STEEL
or SIMULATED



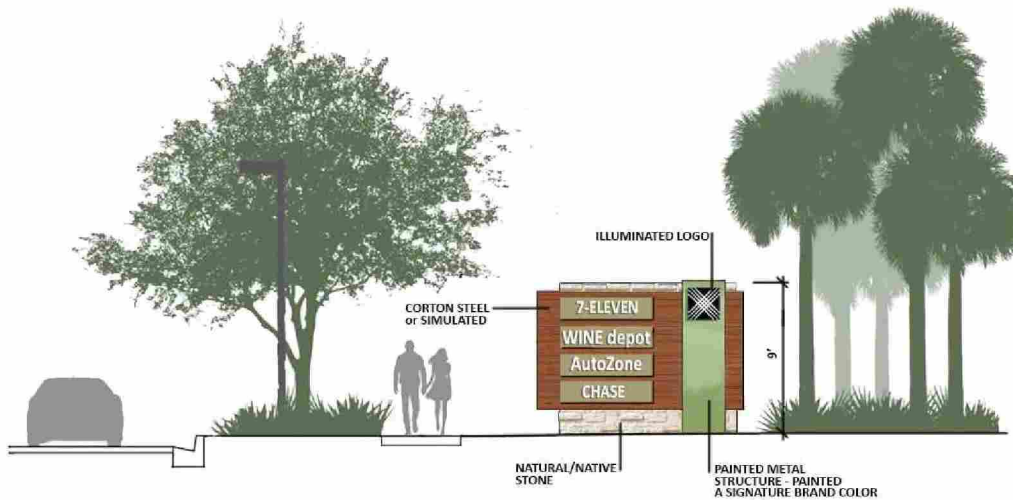
NATURAL STONE



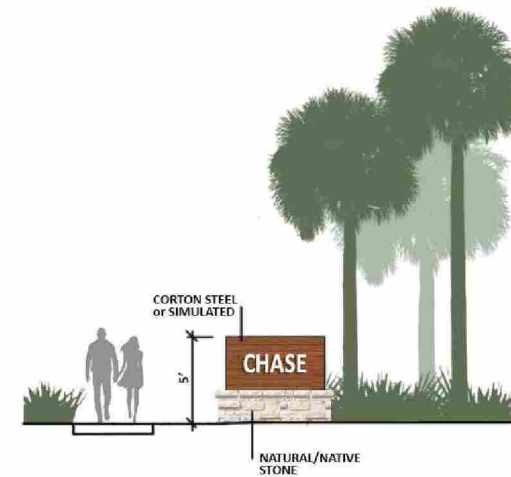
PRIMARY LANDMARK SIGN



MONUMENT PILLAR



COMMERCIAL MULTI-TENANT SIGN



COMMERCIAL SINGLE TENANT SIGN

DeLand Tech Park PD

City of DeLand, Florida

Project No.	64054.00
Project Name	DeLand Tech Park PD
Project Location	DeLand, Florida
Project Date	March 21, 2022

Vertical Datum NAVD 1988

Conceptual
Sign Elevations

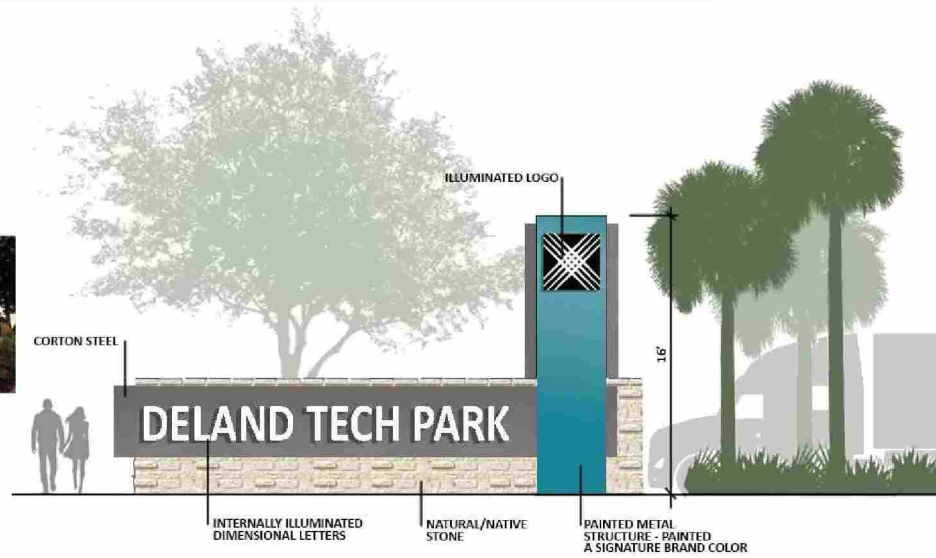
L1.02

DATE: Mar, 21, 2022 Project Number: 64054.00

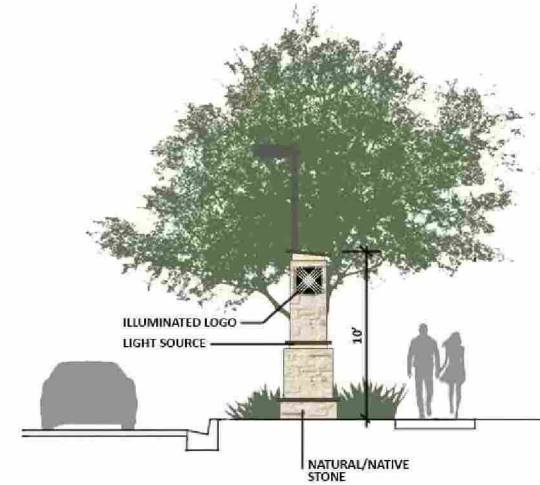
CONCEPTUAL SIGN ELEVATIONS



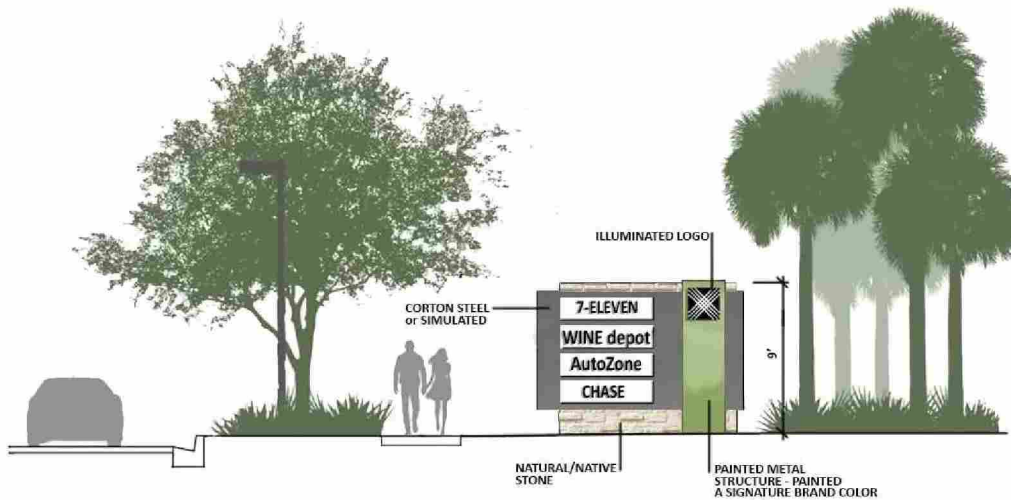
GUN METAL
GREY PANEL



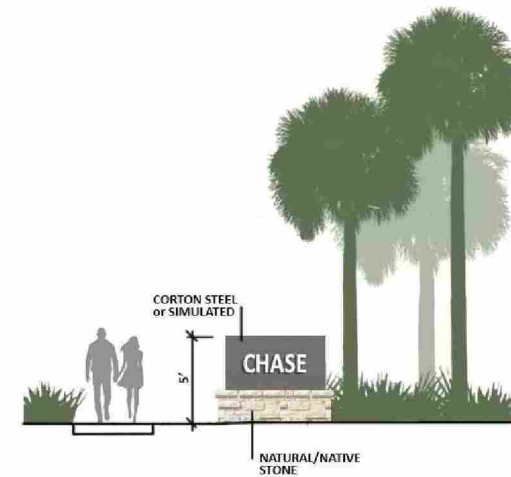
PRIMARY LANDMARK SIGN



MONUMENT PILLAR



COMMERCIAL MULTI-TENANT SIGN



COMMERCIAL SINGLE TENANT SIGN

DeLand Tech Park PD

City of DeLand, Florida

NO.	REVISION	DATE	BY	APP'D

March 21, 2022

Vertical Datum NAVD 1988
Drawing Title

Conceptual
Sign Elevations

L1.02B

DATE: Mar, 21, 2022 Project Number: 64054.00

The first photograph on the left shows a street sign for 'SUNSET' and 'SALTGRASS' above a red octagonal 'STOP' sign. The background features a palm tree and a clear blue sky.

The middle photograph shows a street sign for 'SUNSET' and 'WILD INDIGO' above a red octagonal 'STOP' sign. The background shows a green building with a white roof and palm trees.

The third photograph on the right shows a street sign for 'SUNRISE' above a red octagonal 'STOP' sign. The background shows a grassy field and a clear blue sky.

Page 351 of 385

MEDIUM BRUSHED FINISH CONCRETE

ROCK-SALT FINISH AT ACCENT NODES

PEDESTRIAN & VEHICULAR CONCRETE PAVERS

STAMPED ASPHALT AT CROSSWALKS & INTERSECTIONS



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

The image block contains four photographs of different fence types. From left to right: 1. A retaining wall with a straight split design, featuring a concrete base and a brick top section, situated in a landscaped area with trees and a sidewalk. 2. A precast wall with decorative columns, showing a light-colored concrete wall with square columns and stone-textured pillars, bordered by greenery. 3. An aluminum picket fence, a black metal fence with vertical pickets, installed in a commercial parking lot with yellow school buses in the background. 4. A security fence made of welded wire, a tall black metal fence with a chain-link top section, located next to a paved walkway and a grassy field.

The image displays four different black outdoor furniture and fixture options. From left to right: a black metal bench with a built-in litter receptacle; a black metal bicycle rack with three curved loops; a black metal pedestrian railing with a glass infill panel; and a black metal traffic bollard. Each item is shown in a separate outdoor setting.

DeLand Tech Park PD	
City of DeLand, Florida	
No.	Amount
Assigned to	Reviewed by
[Signature]	[Signature]
Issued by	Date
	March 21, 2022
Vertical Datum NAVD 88	
Issued by	
Hardscape and Site Furnishings	
Quantity/Unit	
L1.04	
Area	Cost
Project Number	
DATE:	Mar. 21, 2022
Project Number	
64054.00	

A photograph showing two tall, black, curved streetlights in a park-like setting. The lights are positioned on a paved path, with lush green trees and a clear blue sky in the background. The scene is bright and sunny, suggesting a clear day.

A black, modern-style lamp post with a multi-armed top, situated in a landscaped area with a paved path and trees in the background.

- PRIMARY WALKWAYS ARE TO BE ILLUMINATED BY VISIBLE SOURCE LED LIGHT FIXTURES INSTALLED ON PEDESTRIAN LIGHT POLES, 12 TO 15 FEET IN HEIGHT WITH SPACING TO MEET THE RECOMMENDED FOOT CANDLE REQUIREMENT.
- SPECIALTY LIGHTING SHOULD BE PROVIDED FOR BUILDING FACADES AND PLAZA ENTRY SPACE. EXTERIOR LIGHTING OF BUILDINGS COMPLEMENTS WALKWAY FIXTURES.

- SOLAR PANELS USED TO OFFSET ENERGY COSTS
- REDUCES THE ENVIRONMENTAL IMPACT OF THE DEVELOPMENT
- RENEWABLE ENERGY ALSO IMPROVES PUBLIC HEALTH

L1.05

Page 353 of 385

A grid of 14 photographs of various plants and trees, each with a label in a green box. The plants are arranged in four rows of three, with the last row containing only two plants. The labels are as follows:

- Row 1: LIVE OAK, SYCAMORE, SOUTHERN MAGNOLIA, SLASH PINE, SABAL PALM, WAX MYRTLE
- Row 2: WALTER VIBURNUM, HOLLY FERN, FIREBUSH
- Row 3: CORDGRASS, MUHLY GRASS, FAKAHATCHEE GRASS, SWORD FERN, BLANKET FLOWER, RUSTY LYONIA
- Row 4: YAUPEON HOLLY, SAW PALMETTO, COONTIE FERN

Page 354 of 385

NUTTALLII OAK

CHINESE ELM

SILVER TRUMPET

JAPANESE BLUEBERRY

GRAPE MYRTLE

LIGUSTRUM

BOTANICAL NAME	COMMON NAME
<i>CANOPY TREE</i> <i>Quercus nuttallii</i>	Nuttall Oak

SMALL TREE	
Callistemon viminalis	Bottlebrush
Elaeocarpus decipiens	Japanese Blueberry
Eriobotrya japonica	Loquat
Lagerstroemia indica	Crape Myrtle
Ligustrum japonicum	Japanese Privet
Salix babingtoniae	Weeping Willow
Tabebuia caribaea	Purple Trumpet Tree
Tabebuia impetiginosa	Silver Trumpet Tree
Tabebuia umbellata	Yellow Trumpet Tree
Ulmus parvifolia	Chinese Elm

PALM TREES	
	Arendia engleri Sugar Palm
	Bismarckia nobilis 'Silver Select' Bismarck Palm
	Livistona chinensis Chinese Fan Palm
	Phoenix canariensis Canary Island Date Palm
	Phoenix dactylifera 'Medjool' Medjool Date Palm
	Phoenix roebelenii Pinyon Date Palm

SHRUBS	
Agapanthus africanus	Blue Lily of the Nile
Allamanda cathartica	Yellow Allamande
Alpinia zerumbet	Shell Ginger
Arborecola 'Trinette'	Schefflera arborecola 'Trinette'
Aspidistra elatior	Cast Iron Plant
Codiaeum variegatum	Croton
Dianella tasmanica 'Variegata'	Variegated Flax Lily
Furcraea foetida	False Agave
Galphimia glauca	Thryallis

City of DeLand, Florida

- **PLANTINGS**
- **APPROPRIATELY SCALED TREE, SHRUB, AND HEDGE PLANTINGS ENHANCE THE USE AND MICROCLIMATE OF THE SITE. NATIVE PLANTS WITHIN NATURAL COMMUNITY ASSOCIATIONS ARE THE HIGHEST PLANTING PRIORITY PROVIDING ATTRACTIVE AND SUSTAINABLE PLANTINGS.**

- IN MORE FORMAL ENTRY AREAS, THE NATIVE PLANT PALETTE IS AUGMENTED WITH COLORFUL 'FLORIDA FRIENDLY NON-NATIVES' – SPECIES THAT ARE NON-INVASIVE, DROUGHT TOLERANT AND HISTORICALLY ASSOCIATED WITH A FLORIDA LANDSCAPE.
- COLORFUL ORNAMENTAL TREES AND

- COLORFUL ORNAMENTAL TREES AND PALMS IN A SIMPLE GROUND COVER, MULCHED OR NATIVE LANDSCAPE "TERRACE" MAKES UP THE BUILDING FOUNDATION PLANTINGS. PLANT MATERIALS AT ENTRANCES WILL BE SELECTED FOR YEAR-ROUND ATTRACTIVENESS.

Vertical Datum NAVD 1988
Channel Size

Florida-Friendly Landscape Palette

L1.07

DATE: Mar. 21, 2022 Project Number 64054.00

ARROWHEAD

GOLDEN CANNA

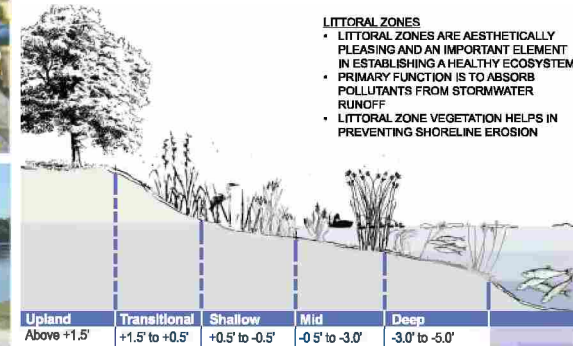
PICKERELWEED

SOFT RUSH

AMERICAN WHITE WATER LILY

Nymphaea odorata	American white water lily
Sagittaria latifolia	Arrowhead
Iris hexagona	Blue flag iris
Sagittaria lancifolia	Duck potato
Scirpus californicus	Giant bullrush
Canna flaccida	Garden canna
Elaeoccharia cellulosa	Gulf Coast spikerush
Pontederica cordata	Pickersweed
Sagittaria stagnorum	Pondweed
Juncus effusus	Soft rush
Scirpus tabernaemontani	Softstem bullrush
Hypericum perforatum	St. John's wort
Vallisneria spiralis	Tape or eelgrass
Scirpus cyperinus	Wood grass bullrush

- LITTORAL ZONES ARE AESTHETICALLY PLEASING AND AN IMPORTANT ELEMENT IN ESTABLISHING A HEALTHY ECOSYSTEM
- PRIMARY FUNCTION IS TO ABSORB POLLUTANTS FROM STORMWATER RUNOFF
- LITTORAL ZONE VEGETATION HELPS IN PREVENTING SHORELINE EROSION



REC PATH AROUND STORMWATER PONDS AS AMENITY

Anthericum liliago	St. Bernard's Lily
Dietsa indicoides	Butterfly African Iris
Iris versicolor	Blue Flag Iris
Helianthus angustifolius	Swamp Sunflower
Muhlenbergia capillaris	Muhly Grass
Spartina	Cord Grass

[illegible]

Typical Stormwater Pond and Bioswale Amenity



A photograph showing a residential street scene. In the foreground, there is a concrete sidewalk on the left, followed by a landscaped area with tall, dry grasses and some green shrubs. In the background, there are several houses with green lawns and trees. A white car is parked on the street, and a green car is partially visible on the right.

ENCOURAGE RAINGARDENS / BIOSWALES IN LARGE PARKING LOTS

- USE OF BIOSWALES ARE HELPFUL IN THE COLLECTION CONVEYANCE, FILTRATION, AND INFILTRATION OF STORMWATER.
- LOCATE BIOSWALES ALONG ROADWAYS, AND LARGE PARKING LOTS WITHIN INDUSTRIAL PARCELS.

L1.08

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

July 20, 2022

APPLICATION NO.: Z22-063 (*continued from June 15, 2022 Planning Board*)

APPLICANT: Mr. Mark Watts, Cobb Cole

REQUEST: Amend the existing zoning designation from Volusia County's R-4, A-1, A-1C, I-1, I-1C, to DeLand Tech Park PD

APPLICABLE REGULATIONS:

Article IV	OVERLAY AND FLOATING ZONES
	Sec. 33-32 – Planned Development District.
Article XII	ADMINISTRATION AND ENFORCEMENT
	Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location:	Northwest quadrant of SR 472 and Interstate 4
Parcel Size:	± 143.2 acres
Land Use:	Southwest Activity Center (Commerce District/West Central District)
Existing Zoning:	Volusia County R-4, A-1, A-1C, I-1, I-1C
Existing Use:	Mostly undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	VC: ULI; SWAC Community	Kirk DeLand PD; R-4
South:	Orange City	Orange City
East:	VC: ULI	VC: RR
West:	VC: Unincorporated	VC: Unincorporated

B. ANALYSIS:

The proposed development consists of ± 143.2 acres of vacant, wooded land, located at the northwest quadrant of SR 472 and Interstate 4. The property appears to be mostly wooded and lies outside of the 100-year floodplain and is clear of any wetlands. The applicant is requesting to rezone the subject property from Volusia County's R-4, A-1, A-1C, I-1, I-1C, to DeLand Tech Park Planned Development.

The subject property lies within the Southwest Activity Center (SWAC) and shall comply with the policies identified within the Local Plan as "Commerce" and "West Central". According to the vision of the SWAC, the ultimate goal is to develop a key employment area for the City of DeLand and the rest of southwest Volusia County. The applicant seeks to develop the eastern side of the

THE FOLLOWING TRC COMMENTS REMAIN:

Planning Revised Comments:

PD Agreement

1. Pinehurst Drive is not to be a public road, as it does not benefit the public.

Forestry Revised Comments:

1. Please modify both drawings to show smaller trees in the median and remove trees between the street and sidewalk. These trees should be 5' to 15' back from the right-of-way.

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

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

The proposed zoning classification of Planned Development is consistent with the Comprehensive Land Use Plan and the existing Commerce/West Central District Future Land Use Designations.

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

The site is heavily wooded and the proposed development would reduce this tree coverage significantly. However, the Planned Development Agreement and associated plan ensures that tree preservation areas, buffering and other tree requirements meet the minimum standards of the Land Development Regulations. The proposed development should not have any other negative environmental or natural resources impacts on the site or the surrounding area. Developer will be required to conduct an environmental study of the property prior to site plan approval.

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

The subject site is currently vacant. The proposed rezoning would allow for development of commercial and industrial uses, which would lead to additional jobs and tax revenue for the City.

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

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property.

The SWAC has trip allowances based on the uses and the district (Commerce/West Central/Community). According to the SWAC plan, the maximum allowable trips for the Commerce district is 13,700 average daily trips; for the West Central District the allowable

trips totals to 19,600 average daily trips; and for the Community district, the maximum allowable average daily trips per day is 4,700 trips.

In a Trip Comparison Memo provided by the applicant dated May 27, 2022, the three land use categories for the SWAC are compared. In this memo, trip data for upcoming projects within the SWAC are compared with the maximum trip threshold for the entirety of the SWAC, if fully developed. The comparison includes not only the DeLand Tech Park PD, but it also includes data from the proposed DeLand CTC development, Canopy Terrace and a trip projection for the Advent Health parcel. The provided trip comparison demonstrates how the proposed DeLand Tech Park PD will not cause the maximum number of trips allotted in the SWAC plan to be exceeded, accounting for build-out of the SWAC.

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 Southwest Activity Center (SWAC) at the I-4/S.R. 472 interchange was conceived by Volusia County in 1995 as a mixed-use office, industrial, and residential development. The County and the City of Deltona initiated the Areawide Development of Regional Impact (DRI) as an attempt to implement the concept of the SWAC. This effort was later joined by the City of DeLand after a large area was annexed into the City. After the adoption of the DRI, the City adopted the Southwest Activity Center Local Plan into the Comprehensive Plan. The project was envisioned as a shared major regional employment center, encompassing adjacent portions of Orange City, Deltona, Volusia County, and DeLand. The DRI was later abandoned in 2018, however the City of DeLand adopted standards into the Comprehensive Plan in order to direct future development that would still meet the intent of the original DRI.

If approved, the proposed DeLand Tech Park PD will be the second project in the City's SWAC, furthering its development goals as originally envisioned.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

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

The proposed development will be developed for industrial, neighborhood commercial and retail uses, all of which will positively contribute to the jobs in the area. The proposed rezoning will not have an effect on the use or negatively affect the value of the area, as the proposed development is in line with the City's long-range plans.

Additionally, the development will provide a road connecting the north end of the development to the south end, lessening congestion on nearby thoroughfares.

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

Impacts upon public health, safety and welfare will generally be positive impacts, as the development will reduce traffic congestion from roads by providing alternate routes for drivers.

C. CONCLUSION:

The original SWAC designation was designed for high intensity uses including office, commercial, industrial and recreational uses. With this application, the applicant is proposing a rezoning from Volusia County's R-4, A-1, A-1C, I-1, I-1C, to DeLand Tech Park PD in order to develop the subject property for a range of commercial and industrial uses located within the Southwest Activity Center (SWAC).

D. PLANNING BOARD MEETING JUNE 15, 2022:

At the Planning Board meeting held on June 15, 2022, the board voted to **continue** the application until the next meeting (July 20, 2022). The board provided the following comments:

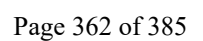
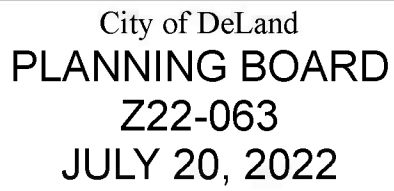
- a. Correct acreage discrepancy;
- b. Provide traffic analysis that is consistent with Comprehensive Plan; include trips for CTC DeLand project and Advent Parcel. May be trips from Company Terrace project (Community District) can be utilized for remainder of Activity Center;
- c. Revise list of uses to clearly identify which ones are allowed in industrial and commercial sections. Also state that truck stops are not permitted;
- d. Indicate which roadways will be public/private and timing of construction;
- e. Provide design standards for commercial area that will be compatible with the industrial area;
- f. If property is to be subdivided, add section to PD agreement; and
- g. Consider providing structure or signage that identifies which part of the interchange is in DeLand.

E. STAFF RECOMMENDATION:

The applicant has addressed Planning Board comments as well as the TRC comments from the latest review, with only 2 minor comments remaining. Staff recommends that the Planning Board forward to the City Commission recommending approval for the rezoning request, subject to the outstanding comments being resolved.

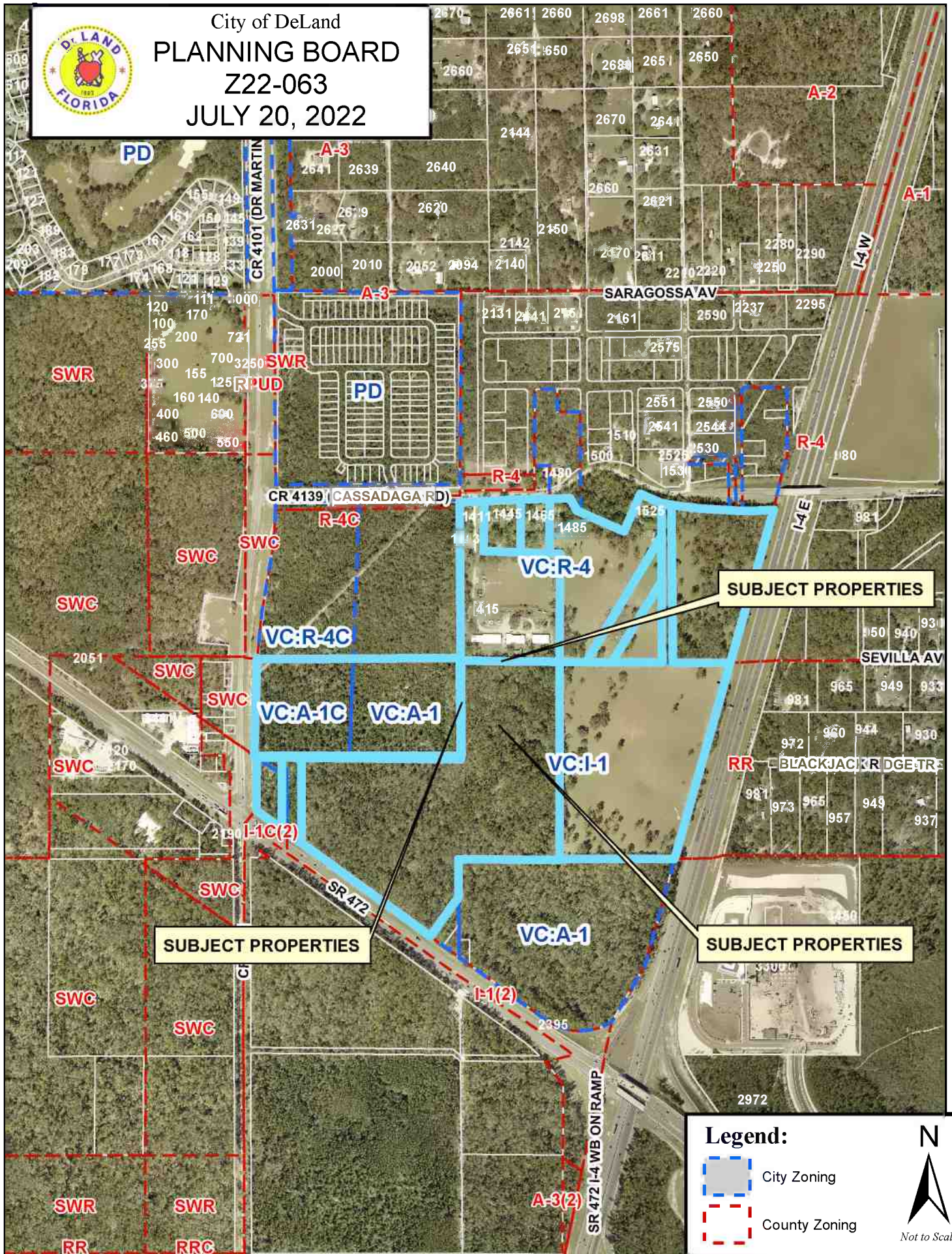
Remaining Comments

1. Pinehurst Drive is not to be a public road, as it does not benefit the public.(Planning)
2. Please modify both drawings to show smaller trees in the median and remove trees between the street and sidewalk. These trees should be 5' to 15' back from the right-of-way. (Forestry)





City of DeLand
PLANNING BOARD
Z22-063
JULY 20, 2022



Legend:

- City Zoning
- County Zoning



CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: First Reading of Ordinance Amending Land Development Regulations to Address Density Bonus for Affordable Housing.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance , Memorandum re Proposed Density Bonus Ordinance, Housing Policies for Affordable Housing

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

The applicant, Carolyn Haslam for Volusia Initiative for Church and Community, Inc., has submitted a proposed ordinance to amend the Land Development Regulations to create an affordable housing density bonus program intended to promote the creation of new affordable housing units. The ordinance provides for an increase in density in the city's multi-family zoning districts for any project that qualifies as an affordable housing project. The ordinance will allow a developer to request an increase of up to 50% of the maximum density allowed in each of our three multi-family zoning districts if the developer provides deed-restricted affordable housing units for residents earning 120% of the area median income or less.

Through the past several years, the City Commission has asked staff to develop tools that would promote and facilitate the creation of new affordable housing units in DeLand. Previously, the minimum size of dwelling units was reduced and regulatory barriers were eliminated for developing nonconforming lots and accessory dwelling units. The City is now being requested by the private sector to create a density bonus program to further the city's efforts in achieving affordable housing.

The Planning Board recommended approval with the following comments to revise the ordinance:

- The assignment of the density bonus will be at the city's determination and discretion (Section 33-152.1).
- The removal of the phrase "to a greater degree than other projects" at the end of section 33-151.2.

These changes will be made prior to the second reading if the City Commission concurs with the recommendation, in addition to any other revisions desired by the Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Preparing for the Future/Sustainability; Strategies: Increase opportunities for affordable housing.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Planning Staff recommends that the City Commission approve the ordinance on first reading as recommended by the Planning Board, to include:

- The assignment of the density bonus will be at the city's determination and discretion (Section 33-152.1).
- The removal of the phrase "to a greater degree than other projects" at the end of section 33-151.2.

BACKGROUND/DISCUSSION:

Refer to the attached memo and Comprehensive Plan policies.

DRAFT
Affordable Housing
ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING VARIOUS SECTIONS WITHIN THE *CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS (LDRS)* RELATING TO AFFORDABLE HOUSING AND OTHER LAND DEVELOPMENT MATTERS; CREATING NEW PROVISIONS OF THE *LDRS*; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPACT FEE WAIVERS AS AUTHORIZED BY SECTION 163.31801(11), *FLORIDA STATUTES*; PROVIDING FOR DIVERSE IMPLEMENTING ADMINISTRATIVE ACTIONS AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Policy h1.1.4 of the City of DeLand’ s *Comprehensive Plan* provides that the City “shall identify such practices as streamlining the City’s permitting process, waiving development application fees, implementing density bonuses, implementing unit/set asides, donating excess City land to private and nonprofit housing providers, promulgating less restrictive development standards, amending development regulations as necessary and other similar measures to achieve this goal” for the purpose of promoting affordable housing; and

WHEREAS, housing is generally considered “affordable” when it costs less than 30% of a family’s gross income and if a family is paying more than 30% its income for housing, it is considered a cost burdened household; and

WHEREAS, over 11 million Americans are considered extremely cost burdened because they are paying more than 50% of their income on housing and, in Florida, the issue of affordability has been one which has been grappled with for a long while; and

WHEREAS, affordable housing is not subsidized public housing or low-income housing, and “affordable” simply means costs have been are at a rate to allow families, seniors, and individuals to live within 30% of their gross income for all housing expenses and there is a maximum household income requirement that excludes those with higher income and Section 420.9071(2), *Florida Statutes*, defines the term “affordable” to mean:

. . . that monthly rents or monthly mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in subsection (20), subsection (21), or subsection (30). However, it is not the intent to limit an individual household’s ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30 percent benchmark. The term also includes housing provided by a not-for-profit corporation that derives at least 75 percent of its annual revenues from contracts or services provided to a state

or federal agency for low-income persons and low-income households; that provides supportive housing for persons who suffer from mental health issues, substance abuse, or domestic violence; and that provides on-premises social and community support services relating to job training, life skills training, alcohol and substance abuse disorders, child care, and client case management.; and

WHEREAS, Section 166.04151, *Florida Statutes*, was enacted by the Florida Legislature relating to affordable housing and provides as follows:

(1) Notwithstanding any other provision of law, a municipality may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing or linkage fee ordinances.

(2) An inclusionary housing ordinance may require a developer to provide a specified number or percentage of affordable housing units to be included in a development or allow a developer to contribute to a housing fund or other alternatives in lieu of building the affordable housing units.

(3) An affordable housing linkage fee ordinance may require the payment of a flat or percentage-based fee, whether calculated on the basis of the number of approved dwelling units, the amount of approved square footage, or otherwise.

(4) In exchange for a developer fulfilling the requirements of subsection (2) or, for residential or mixed-use residential development, the requirements of subsection (3), a municipality must provide incentives to fully offset all costs to the developer of its affordable housing contribution or linkage fee. Such incentives may include, but are not limited to:

(a) Allowing the developer density or intensity bonus incentives or more floor space than allowed under the current or proposed future land use designation or zoning;

(b) Reducing or waiving fees, such as impact fees or water and sewer charges; or

(c) Granting other incentives.

(5) Subsection (2) does not apply in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, on any parcel zoned for residential, commercial, or industrial use.; and

WHEREAS, a sampling of residents which are in need of affordable housing includes entry level teachers, essential workers such as those in the medical field, restaurant, office, and retail personnel and many of persons employed in law enforcement; and

WHEREAS, many benefits of affordable housing derive to the City such as, but not limited to:

- (1). Economic benefits to the community. Affordable housing provides direct economic advantages to the immediate community.
- (2). Provides a diverse workforce. The best thing about affordable housing is the fact that it accommodates individuals with different skills that are beneficial to the community.
- (3). Promotes social and economic integration. Affordable housing ensures that the cost of housing is not very high such that families can afford to meet their respective health and education.
- (4). Stronger labor force. Through affordable housing, the employees are going to be able to live near their respective employment centers and this leads to a stronger labor force; and

WHEREAS, Section 163.3202, *Florida Statutes*, provides that the City of DeLand shall adopt and enforce land development regulations for the purpose of implementing its *Comprehensive Plan* and protecting the public health, safety and general welfare; and

WHEREAS, the City of DeLand's Planning Board, as the City's local planning agency, held a public hearing to consider this Ordinance and recommended approval; and

WHEREAS, City staff has recommended approval of this Ordinance; and

WHEREAS, without limiting the generality of the foregoing in any respect, the City Commission has determined that this Ordinance is consistent with the *Comprehensive Plan* of the City of DeLand; and

WHEREAS, the City Commission of the City of DeLand has deemed approval of this Ordinance to be in the best interest of the residents and citizens of the City of DeLand and to further the public health, safety and welfare; and

WHEREAS, this Ordinance is enacted pursuant to the statutory and constitutional home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; and Chapter 166, *Florida Statutes*, and other applicable controlling law to include, but not be limited to, Chapter 163, *Florida Statutes*; and

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

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

Section 1. Legislative Findings and Intent.

The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the City staff report relating to this Ordinance.

Section 2. Amendment to Section 33-12, *City Code/Land Development Regulations*,

Definitions. Section 33-12 of the *Code of Ordinances of the City of DeLand/Land Development Regulations* is hereby amended to read as follows:

Sec. 33-12. - Definitions.

(a). As used in these *Land Development Regulations* this chapter, the following words shall be defined as follows:

* * *

Adjusted median annual income. The median income for the local area, adjusted for family size, as determined by the U.S. Department of Housing and Development and the Florida Housing Finance Corporation.

Affordability period. The period during which a dwelling unit is reserved for use in accordance with this section. The minimum affordability period will be thirty years from the issuance of the certificate of occupancy, unless waived or modified by the City Commission.

Affordable housing means housing which is available to a household earning one hundred and twenty percent (120%) or less of area median income (adjusted for family size), which can be rented or purchased in the market without spending more than thirty percent (30%) of gross household income.

Affordable housing deed restriction. A deed covenant, running with the land for the affordability period, requiring one or more dwelling units to be used as affordable housing.

Affordable housing development application. An application for a development permit or development order for a project that includes one or more affordable housing units.

Affordable housing unit. A dwelling unit that is reserved for use as affordable housing for the affordability period, through recordation of an affordable housing deed restriction.

Qualifying household. Must qualify as one of the following:

1. A moderate income person or moderate income family as defined in F.S. § 420.9071.
2. A low income person or low income family as defined in F.S. § 420.9071.
2. A very low income person or very low income family as defined in F.S. § 420.9071.

Qualifying household's income level. The maximum amount of annual income, adjusted for family size, that allows a person or family to meet the definition of moderate-income person or moderate-income household, low-income person or low-income household, or very-low income person or very low-income household, as those terms are used in F.S. § 420.9071, and as determined for the local area by the U.S. Department of Housing and Development and the Florida Housing Finance Corporation.

Section 3. Amendment to Chapter 33, *City Code/Land Development Regulations*, creating Article XIV Affordable Housing, Section 33-151 through of the *Code of Ordinances of the City of DeLand/Land Development Regulations* is hereby amended to read as follows:

33-151. *Expediting of review for affordable housing development applications.*

1. All affordable housing development applications shall be reviewed in accordance with the applicable development standards of this Code, as modified by this section.

2. All affordable housing development applications shall be reviewed in accordance with the applicable procedures of this Code; provided, however, that the city shall expedite and prioritize the review and permitting of such applications to a greater degree than other projects.

33-152. *Administratively-approved development incentives for affordable housing.* The development of any proposed multiple-family housing unit or units located within the City shall be eligible for incentives established below, which shall be approved administratively; provided that prior to issuance of a building permit, such units are reserved as affordable housing units for an affordability period of thirty years or more, through the property owner's execution and recordation of an affordable housing deed restriction, in a form provided by or acceptable to the City.

1. *Multiple-family density bonus.* As provided below, the maximum residential density permitted by this Code for the development of new multiple-family affordable housing units shall be allowed within any R-8, R-12 or R-16 zoning district and shall allow increased density in order to encourage construction of such units pursuant to the following conditions:
 - a. *Density bonus cap.* The maximum density resulting from the bonus shall not exceed 150% of the density otherwise permitted for the project by the applicable zoning district.
 - b. *Designation of affordable dwelling units.* A minimum of 80% of the total number of dwelling units of a project subject to the provisions of this section shall be designated as affordable housing units.
2. *Development fee waivers.* The city may consider full or partial waiver of permit fees for developers providing affordable housing, including but not limited to the following:

Rezoning application

Lot changes and adjustments

Preliminary and/or final plat

Site plan

Plan modification

Tree removal

Building permit

Electrical permit

Plumbing permit

Mechanical permit

Stormwater management

Any permit fee waivers granted shall be pro-rated based on the percentage of multiple-family dwelling units that are designated as affordable housing units.

3. *Recordation of affordable housing deed restriction.* The affordable housing deed restriction required by this section shall be recorded at the property owner's sole cost. The property

owner must provide the City proof of recordation in an acceptable form prior to issuance of building permits.

- E. *Development incentives requiring City Commission approval.* On an individual project basis, the City Commission may, in its sole discretion, provide additional development incentives for affordable housing in addition to, or in lieu of, those specified in section 33-151 and 33-152. Incentives may include reduction, delay or waiver of any and all applicable City impact fees, as specified in sections 33-42 to 33-45.

Section 4. Implementing Administrative Actions; Enforcement.

(a). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

(b). The approvals and denials relating to applications, as set forth herein, shall be in a form approved City Attorney which shall be consistent with the provisions of Section 166.033, *Florida Statutes*.

(c). Enforcement of the City's *Land Development Regulations* shall be in accordance with the normative code enforcement processes and procedures of the City.

Section 5. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 6. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 7. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions Sections 2 and 3 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand*, with all other sections not being codified, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that all other ss shall not be codified.

(b). The Code codifier shall instruct the Municipal Code Corporation to make all changes necessary in the *Code of Ordinances of the City of DeLand* to implement the provisions of this Ordinance and is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 8. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this day of _____, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading: _____, 2022.

Adopted on second reading: _____, 2022.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney



Planning Department

Memorandum

TO: Planning Board

DATE: August 17, 2022

FROM: Mike Holmes, Planning Director

FILE: Memo/22/affordable program

SUBJECT: Proposed Density Bonus Ordinance

The City has received an application to amend our Land Development Regulations (LDR) to create a density bonus for affordable housing projects. Attached is the proposed ordinance and the policies in the Comprehensive Plan that allows for a density bonus program to be established. As referenced in policy h1.1.2 the city may pursue several options to help with the affordability of housing for our residents. Through the past several years, the City Commission has asked staff to develop ways of reducing the potential cost of new residential projects in DeLand. Previously, the minimum size of dwelling units was reduced, as well as encouraging accessory dwelling units were modified in the LDR's. And now we are being asked to create a density bonus program by the private sector to further the city's efforts in achieving affordable housing.

The attached ordinance will allow a developer to submit for an increase of 50% of the maximum density allowed in each of our three multi-family zoning districts if they are to provide units for residents earning 120% of the area median income or less. The final project must designate at least 80% of the units to qualify for the affordable program. The 120% of median income term falls into the moderate-income category as defined by HUD. This percentage is to help identify the renters that may need assistance to avoid spending more than 30% of their income on rent. The affordable housing restriction must be recorded in a deed and provided to city staff for verification.

The proposed ordinance also allows for the full or partial waiver of city permit fees by action of the City Commission in addition to the density bonus. The density bonus is proposed to be done administratively as part of the site plan approval process. The final approval will be based on the size of the project as to which class the site plan falls under; Class II site plan is less than 40 units approved by TRC; Class III site plan is less than 80 units approved by Planning Board and Class IV site plan is more than 81 units approved by City Commission.

Although the ordinance allows for the waiving of permit and impact fees, the ordinance does not provide relief from any of the current regulations, just the increase in density. Such standards as tree protection, parking, unit size, and landscaping are the same as for all multi-family developments.

Recommendation

Please provide comments for City Commission consideration, especially if the Board desires to see the ordinance expanded to help further address affordability.

HOUSING ELEMENT

GOALS, OBJECTIVES AND POLICIES

GOAL h-1: Ensure that a range of safe, sanitary, energy efficient and affordable housing is available to all the residents of the City of DeLand.

Objective h1.1: Periodically review Census housing data for the City of DeLand, projections from the Affordable Housing Needs Assessment and other appropriate data sources to help determine the city's housing needs and if the Housing Element accurately reflects the City's supply of affordable housing units.

Policy h1.1.1: Based upon the results of reviewing the housing data in the Affordable Housing Needs Assessment, revise the existing Housing Element to accurately reflect and address the City's affordable housing situation.

Policy h1.1.2: Seek options and alternatives to be made available to private developers that will serve as incentives for the provision of low and moderate income housing (i.e., density bonuses for low and moderate income units/set asides within new developments, reduce minimum unit size etc.).

CITY OF DELAND
Request for Commission Action
October 3, 2022

SUBJECT: Resolution Approving Final Plat, Beresford Woods Phase 1 Subdivision.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Resolution, Beresford Woods Phase 1, Final Plat

APPROVED BY: Michael Pleus, City Manager, September 28, 2022

SUMMARY/HIGHLIGHT:

The owner, Hanover Beresford Woods, LLC, has submitted an application for the approval of the final plat of Beresford Woods, Phase 1. The preliminary plat for the Beresford Woods subdivision contained 289 lots on 88.85 acres which received its development order in March of 2021. This phase contains 130 lots on 50.37 acres. The applicant has addressed all staff comments, including from the city surveyor and city attorney.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

As the lots are developed, they will be added to the City's tax roll.

RECOMMENDATION:

The Planning Department recommends that the City Commission approve the Beresford Woods, Phase 1 subdivision as presented.

BACKGROUND/DISCUSSION:

The preliminary plat for the Beresford Woods subdivision contained 289 lots on 88.85 acres which received its development order in March of 2021. This phase contains 130 lots on 50.37 acres.

RESOLUTION NO. 2022 –

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING THE FINAL SUBDIVISION PLAT FOR BERESFORD WOODS, PHASE I, LOCATED ON THE WEST SIDE OF SOUTH SPRING GARDEN AVENUE NORTH OF BERESFORD ROAD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant, Hanover Beresford Woods, LLC, has submitted a proper and complete application under Chapter 33, Article 13, of the City of DeLand Code of Ordinances (hereinafter the “Code”) for the final plat approval for Beresford Woods, Phase I; and

WHEREAS, the applicant intends to develop the subject property into 130 lots on approximately 50.37 +/- acres of land; and

WHEREAS, on March 17, 2022, the Technical Review Committee (TRC) recommended approval of the final subdivision plat for Beresford Woods, Phase 1.

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

Section 1. The City Commission hereby approves the final subdivision plat for Beresford Woods, Phase 1, located on the west side of South Spring Garden Avenue, north of Beresford Road.

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

PASSED AND DULY ADOPTED this 3rd day of October, 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

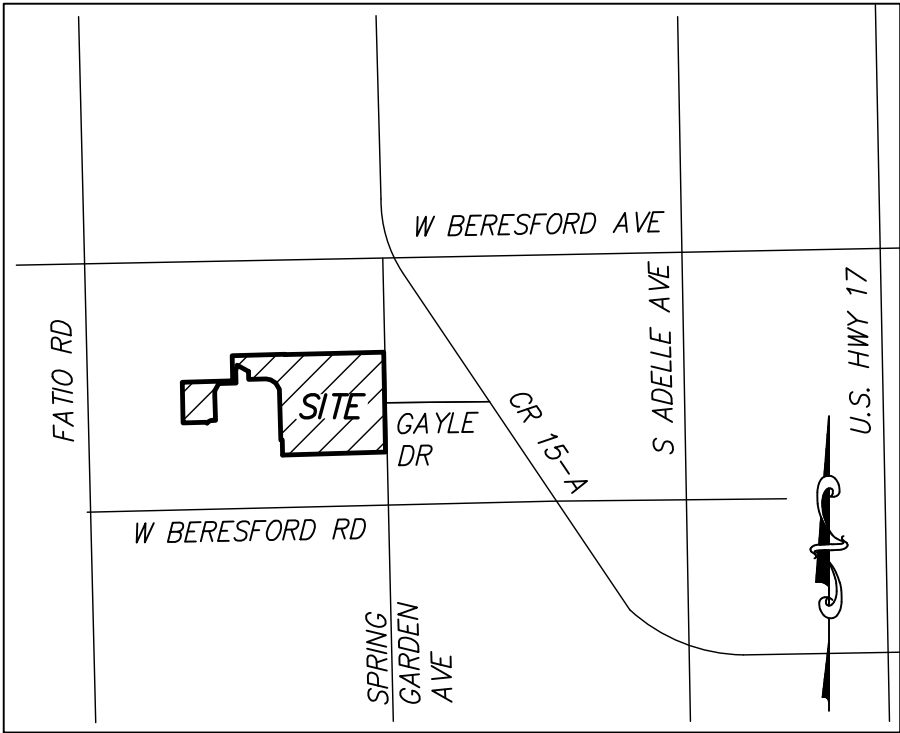
BERESFORD WOODS PHASE 1
LOCATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 01°04'28" WEST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 2651.74 FEET; SAID POINT BEING THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 01°04'28" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 457.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°04'28" WEST ALONG SAID WEST LINE, A DISTANCE OF 530.64 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°23'10" EAST, A DISTANCE OF 659.34 FEET; THENCE RUN NORTH 01°03'49" WEST, A DISTANCE OF 329.20 FEET TO THE SOUTH LINE OF THE PLAT OF RONSWOOD, RECORDED IN MAP BOOK 26, PAGE 82, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 88°24'41" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 686.70 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 01°23'00" EAST, A DISTANCE OF 3.78 FEET TO THE SOUTH LINE OF THE REPLAT OF 2ND ADDITION SPRING GARDEN HEIGHTS, RECORDED IN MAP BOOK 27, PAGE 122, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 88°37'00" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 610.22 FEET TO THE SOUTHWEST CORNER OF THE 2ND ADDITION TO REPLAT OF KADET SUBDIVISION, RECORDED IN MAP BOOK 19, PAGE 292, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE NORTH 88°37'00" EAST ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 681.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SPRING GARDEN AVENUE; THENCE RUN SOUTH 01°01'51" EAST, ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 1304.94 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 19; THENCE RUN SOUTH 88°18'39" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, A DISTANCE OF 1345.04 FEET; THENCE RUN NORTH 01°14'30" WEST, A DISTANCE OF 197.01 FEET; THENCE RUN SOUTH 88°18'39" WEST, A DISTANCE OF 17.21 FEET; THENCE RUN NORTH 01°41'21" WEST, A DISTANCE OF 663.44 FEET; THENCE RUN NORTH 30°58'07" WEST, A DISTANCE OF 94.91 FEET; THENCE RUN NORTH 56°56'51" WEST, A DISTANCE OF 76.08 FEET; THENCE RUN NORTH 77°43'02" WEST, A DISTANCE OF 61.35 FEET; THENCE RUN SOUTH 88°18'39" WEST, A DISTANCE OF 228.53 FEET; THENCE RUN NORTH 01°41'21" WEST, A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 30°30'42", A CHORD BEARING OF N13°33'59"E AND A CHORD DISTANCE OF 13.16 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.31 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 61°10'40" WEST, A DISTANCE OF 172.75 FEET; THENCE RUN SOUTH 14°58'17" WEST, A DISTANCE OF 75.45 FEET; THENCE RUN SOUTH 01°41'21" EAST, A DISTANCE OF 162.01 FEET; THENCE RUN SOUTH 88°23'10" WEST, A DISTANCE OF 231.87 FEET; THENCE RUN SOUTH 01°36'50" EAST, A DISTANCE OF 10.67 FEET; THENCE RUN SOUTH 28°36'37" WEST, A DISTANCE OF 94.68 FEET; THENCE RUN SOUTH 00°54'31" WEST, A DISTANCE OF 76.47 FEET; THENCE RUN SOUTH 02°58'32" EAST, A DISTANCE OF 50.01 FEET; THENCE RUN SOUTH 01°41'21" EAST, A DISTANCE OF 260.00 FEET; THENCE RUN SOUTH 88°18'39" WEST, A DISTANCE OF 48.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF 54°03'57", A CHORD BEARING OF S61°16'40"W AND A CHORD DISTANCE OF 69.99 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.66 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 55°45'19" WEST, A DISTANCE OF 18.10 FEET; THENCE RUN SOUTH 88°18'39" WEST, A DISTANCE OF 300.01 FEET TO POINT OF BEGINNING;

CONTAINING: 2,193,945 SQUARE FEET OR 50.37 ACRES, MORE OR LESS.



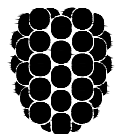
VICINITY MAP
(NOT TO SCALE)

SHEET INDEX

SHEET 1: COVER SHEET/LEGAL DESCRIPTION
SHEET 2: NOTES/LEGEND
SHEET 3: KEY SHEET
SHEETS 4 – 9: 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.



Dewberry

110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.785.0468 FAX: 386.785.0715
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

MAP BOOK:

PAGE:

**BERESFORD WOODS PHASE 1
DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, THAT HANOVER BERESFORD WOODS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LAND DESCRIBED IN THIS PLAT ("PROPERTY") HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY: (1) DEDICATES AND CONVEYS THE FEE SIMPLE TITLE TO TRACTS B, J, AA, BB AND RR (STORMWATER MANAGEMENT AREA) TO BERESFORD WOODS HOMEOWNERS ASSOCIATION, INC.; (2) DEDICATES AND CONVEYS TRACTS H, K, M, Q, R, T, U, V, X, Y AND SS (OPEN SPACE/LANDSCAPE BUFFER AREA) AND TRACTS A, D, G, I, L, N, O, P, S, W, Z AND CC (TREE PROTECTION AREAS) TO THE BERESFORD WOODS HOMEOWNERS ASSOCIATION, INC.; (3) TRACT DD (PUBLIC ROAD RIGHT OF WAY) TO VOLUSIA COUNTY; (4) DEDICATES AND CONVEYS TRACT QQ (LIFT STATION) TO THE CITY OF DELAND; (5) DEDICATES AND CONVEYS TRACT PP (PEDESTRIAN ACCESS) TO THE BERESFORD WOODS HOMEOWNERS ASSOCIATION, INC.; (6) PUBLIC DRAINAGE EASEMENT WITHIN TRACTS P AND RR AND ACROSS THE ENTIRETY OF TRACT BB TO VOLUSIA COUNTY FOR THE PERPETUAL USE OF THE PUBLIC; (7) TRACT NN (PUBLIC ROAD RIGHT OF WAY) TO THE CITY OF DELAND.

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.

HANOVER BERESFORD WOODS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: HANOVER LAND COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
ITS MANAGER

BY: _____
WILLIAM S. OROSZ JR, PRESIDENT

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 THIS _____ DAY OF _____, 2022, BY WILLIAM S. OROSZ JR, AS PRESIDENT OF HANOVER LAND COMPANY, LLC, MANAGER OF HANOVER BERESFORD WOODS, LLC. SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF [_____] PHYSICAL PRESENCE OR [_____] ONLINE NOTARIZATION AND [_____] IS PERSONALLY KNOWN TO ME OR [_____] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC PRINTED, TYPED OR STAMPED

NOTARY PUBLIC, STATE OF _____
NOTARY NAME
NOTARY SEAL

COMMISSION NO.: _____ EXPIRATION: _____

**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 BERESFORD WOODS 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.

(SIGNATURE) _____ DATE: _____

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR AND MAPPER NO. 5381
DEWBERRY ENGINEERS INC.
110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
CERTIFICATE OF AUTHORIZATION NO. LB 8011

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR THE CONFORMITY TO THE REQUIREMENTS OF CHAPTER 177, PART 1 OF FLORIDA STATUTES. NO CONFIRMATION OF MATHEMATICAL CLOSURE OR THE PLACEMENT OF PRM'S AND PCP'S IN THE FIELD WAS MADE IN THIS REVIEW.

GPH, LLC LB#7143
500 WEST HILTON STREET
SANFORD, FL 32771

FOR THE FIRM BY: _____
RANDALL L. ROBERTS, R.L.S. DATE: _____
FLORIDA REGISTRATION NUMBER 3144
STATE OF FLORIDA

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

JOINDER & CONSENT TO DEDICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT FROM HANOVER BERESFORD WOODS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IN FAVOR OF REGIONS BANK, AN ALABAMA BANKING CORPORATION, DATED MAY 19, 2021 AND RECORDED JUNE 04, 2021 IN OFFICIAL RECORDS BOOK 8059, PAGE 3060, TOGETHER WITH ASSIGNMENT OF LEASES, RENTS AND PROFITS RECORDED IN OFFICIAL RECORDS BOOK 8059, PAGE 3084, ALONG WITH RELATED UCC-1 FINANCING STATEMENT FROM HANOVER BERESFORD WOODS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 8059, PAGE 3090, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED IN THIS PLAT AND AGREES THAT ITS FOREGOING DESCRIBED LIENS SHALL BE SUBORDINATED TO SAID DEDICATION.

REGIONS BANK, AN ALABAMA BANKING CORPORATION

BY: _____
PRINTED NAME (TITLE)

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: _____
SIGNATURE PRINTED NAME

WITNESS: _____
SIGNATURE PRINTED NAME

STATE OF FLORIDA, COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022 BY _____, ON BEHALF OF SAID BANK. SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF [_____] PHYSICAL PRESENCE OR [_____] ONLINE NOTARIZATION AND [_____] IS PERSONALLY KNOWN TO ME OR [_____] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC AFFIX NOTARY
STAMP OR SEAL

PRINTED, TYPED OR STAMPED NOTARY NAME

NOTARY PUBLIC, STATE OF _____

COMMISSION NO.: _____

MY COMMISSION EXPIRES: _____

**CERTIFICATE OF APPROVAL BY THE CITY
COMMISSION**

THE DELAND CITY COMMISSION DOES HEREBY APPROVE THE FINAL PLAT OF:

BERESFORD WOODS PHASE 1

MAYOR, DELAND DATE _____

BERESFORD WOODS PHASE 1
LOCATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST,
CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AS BEING S88°18'39"W.
2. UNLESS OTHERWISE INDICATED, A STRIP OF LAND 10.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ADJACENT TO ROAD RIGHTS-OF-WAY AS DEPICTED HEREON, IS HEREBY RESERVED FOR PUBLIC UTILITIES.
3. ALL CURVILINEAR LINES ARE RADIAL TO CURVES UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
4. PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES, ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
5. TRACTS B, J, AA, BB AND RR (STORMWATER MANAGEMENT AREA) ARE TO BE OWNED AND MAINTAINED BY THE BERESFORD WOODS HOMEOWNERS ASSOCIATION, INC.
6. TRACT DD (PUBLIC ROAD RIGHT OF WAY) IS DEDICATED TO VOLUSIA COUNTY.
7. TRACTS H, K, M, Q, R, T, U, V, X, Y AND SS (OPEN SPACE/RECREATIONAL AREAS) ARE TO BE OWNED AND MAINTAINED BY THE BERESFORD WOODS HOMEOWNERS ASSOCIATION, INC.
8. TRACTS A, D, G, I, L, N, O, P, S, W, Z AND CC (TREE PROTECTION AREAS) ARE TO BE OWNED AND MAINTAINED BY THE BERESFORD WOODS HOMEOWNERS ASSOCIATION, INC.
9. TRACT QQ (LIFT STATION) IS TO BE OWNED AND MAINTAINED BY THE CITY OF DELAND.
10. TRACT PP (PEDESTRIAN ACCESS) IS TO BE OWNED AND MAINTAINED BY THE BERESFORD WOODS HOMEOWNERS ASSOCIATION, INC.
11. TRACT NN (PUBLIC ROAD RIGHT OF WAY) IS DEDICATED TO THE CITY OF DELAND.
12. LOTS 81 AND 82 ARE SUBJECT TO ASSIGNMENT OF DEVELOPMENT RIGHTS, CREDITS, AND APPROVALS, AS RECORDED JULY 14, 2022 IN OFFICIAL RECORDS BOOK 8264, PAGE 3066.
13. THIS PLAT IS SUBJECT TO TITLE INFORMATION REPORT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NUMBER 10004809, DATED AUGUST 16, 2022, EXCEPTING THE FOLLOWING ITEMS: O.R.B. 195, PG. 20; O.R.B. 5891, PG. 1509; O.R.B. 7854, PG. 145; O.R.B. 7924, PG. 4779; O.R.B. 8063, PG. 2012; O.R.B. 8215, PG. 2313
14. MORTGAGE AND SECURITY AGREEMENT FROM HANOVER BERESFORD WOODS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MORTGAGOR, TO REGIONS BANK, MORTGAGEE, DATED MAY 19, 2021, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$5,250,000.00, RECORDED JUNE 4, 2021 IN OFFICIAL RECORDS BOOK 8059, PAGE 3060, TOGETHER WITH ASSIGNMENT OF LEASES, RENTS AND PROFITS RECORDED JUNE 4, 2021 IN OFFICIAL RECORDS BOOK 8059, PAGE 3084.
15. UCC-1 FINANCING STATEMENT FROM HANOVER BERESFORD WOODS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DEBTOR, TO REGIONS BANK, SECURED PARTY, RECORDED JUNE 4, 2021 IN OFFICIAL RECORDS BOOK 8059, PAGE 3090.

LEGEND AND ABBREVIATIONS:

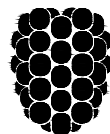
CCR	CERTIFIED CORNER RECORD
CB	CHORD BEARING
COR	CORNER
CH	CHORD DISTANCE
CL	CENTER LINE
CM	CONCRETE MONUMENT
D.E.	DRAINAGE EASEMENT
D.U.&S.E.	DRAINAGE, UTILITY & SLOPE EASEMENT
DESC.	PER DESCRIPTION
FND	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO.	NUMBER
(NR)	NON-RADIAL
ORB	OFFICIAL RECORDS BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PID	PARCEL IDENTIFICATION
PG(S).	PAGE/PAGES
E.A.E.	ELECTRIC ACCESS EASEMENT
(OA)	OVERALL
(O.S.)	OPEN SPACE
(TPA)	TREE PROTECTION AREA
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PT	POINT OF TANGENCY
PNT	POINT OF NON-TANGENCY
R	RADIUS
RP	RADIUS POINT
R/W	RIGHT OF WAY
REC	RECREATIONAL AREA
SEC	SECTION-TOWNSHIP-RANGE
(TYP)	TYPICAL
(R)	RADIAL
U.E.	UTILITY EASEMENT
△	CENTRAL ANGLE
— —	BREAK LINE
■	SET 4"x4" CM (PRM LB 8110)
□	FOUND 4"x4" CM (PRM LB 1221)
⊙	SET N/D (PCP LB8011)
⊙	FOUND N/D (PCP LB 68)
⊙	SET 5/8" IRON ROD & CAP (LB8011)

SHEET INDEX

SHEET 1: COVER SHEET/LEGAL DESCRIPTION
SHEET 2: NOTES/LEGEND
SHEET 3: KEY SHEET
SHEETS 4 – 9: 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.



Dewberry

110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.765.0469 FAX: 386.765.0715
WWW.DEWBERRY.COM

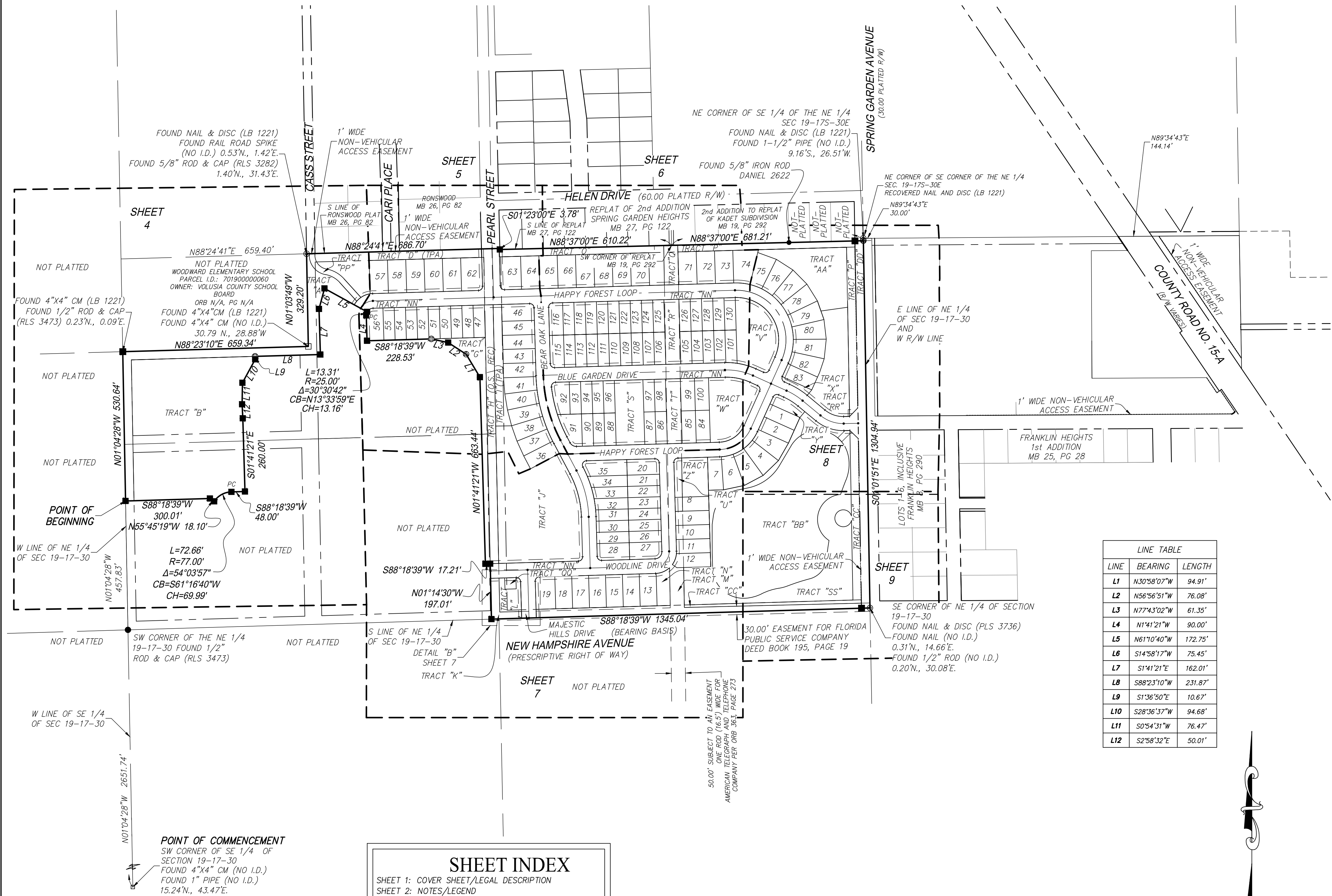
CERTIFICATE OF AUTHORIZATION NO. LB 8011

BERESFORD WOODS
PHASE 1

LOCATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

PAGE:

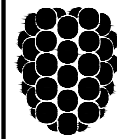


SHEET INDEX

SHEET 1: COVER SHEET/LEGAL DESCRIPTION
SHEET 2: NOTES/LEGEND
SHEET 3: KEY SHEET
SHEETS 4 - 9: 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.



Dewberry

110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.765.0468 FAX: 386.765.0715
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

SHEET 3 OF 9

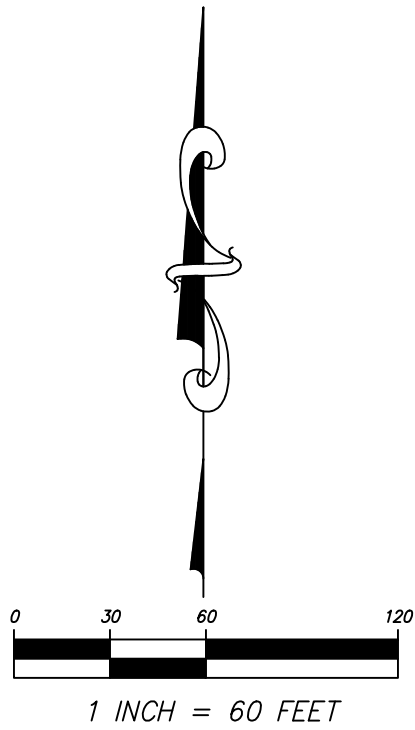
BERESFORD WOODS
PHASE 1

LOCATED 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
C77	15.46'	77.00'	11°30'06"	15.43'	S34°34'23"W
C78	20.06'	77.00'	14°55'27"	20.00'	S47°47'10"W
C79	35.43'	77.00'	26°21'38"	35.11'	S68°25'42"W
C173	79.95'	77.00'	59°29'18"	76.40'	S58°33'59"W

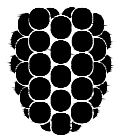


SHEET INDEX

SHEET 1: COVER SHEET/LEGAL DESCRIPTION
SHEET 2: NOTES/LEGEND
SHEET 3: KEY SHEET
SHEETS 4 - 9: DETAIL SHEETS

NOTICE

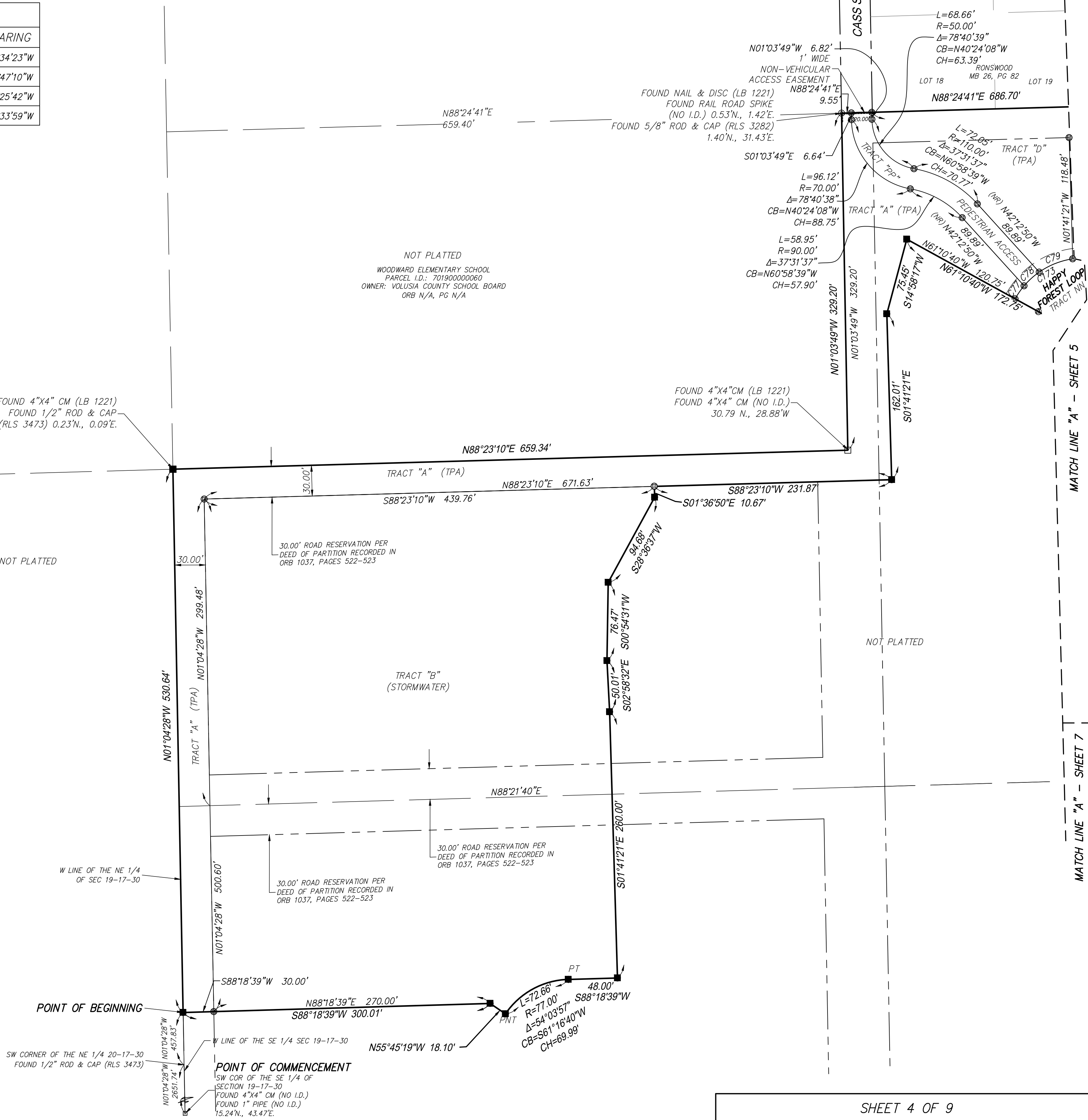
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



Dewberry

110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.765.0468 FAX: 386.765.0715
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011



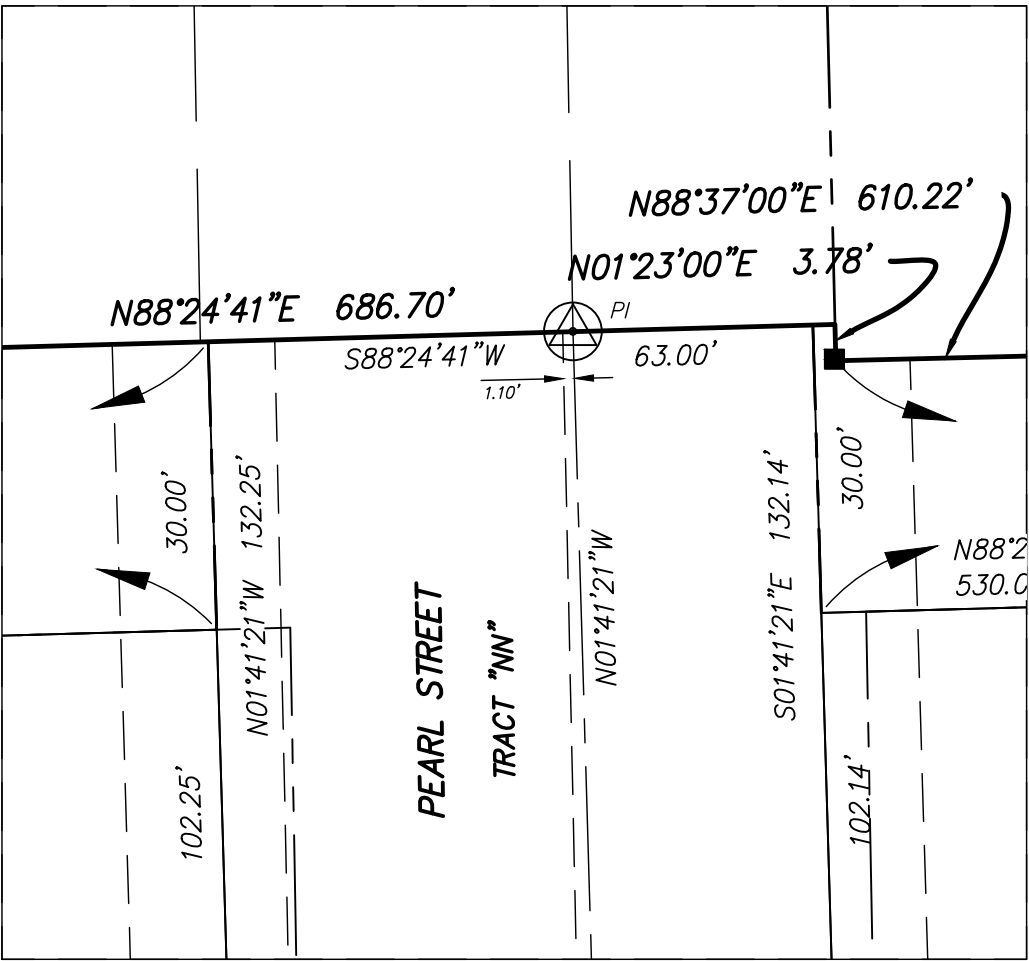
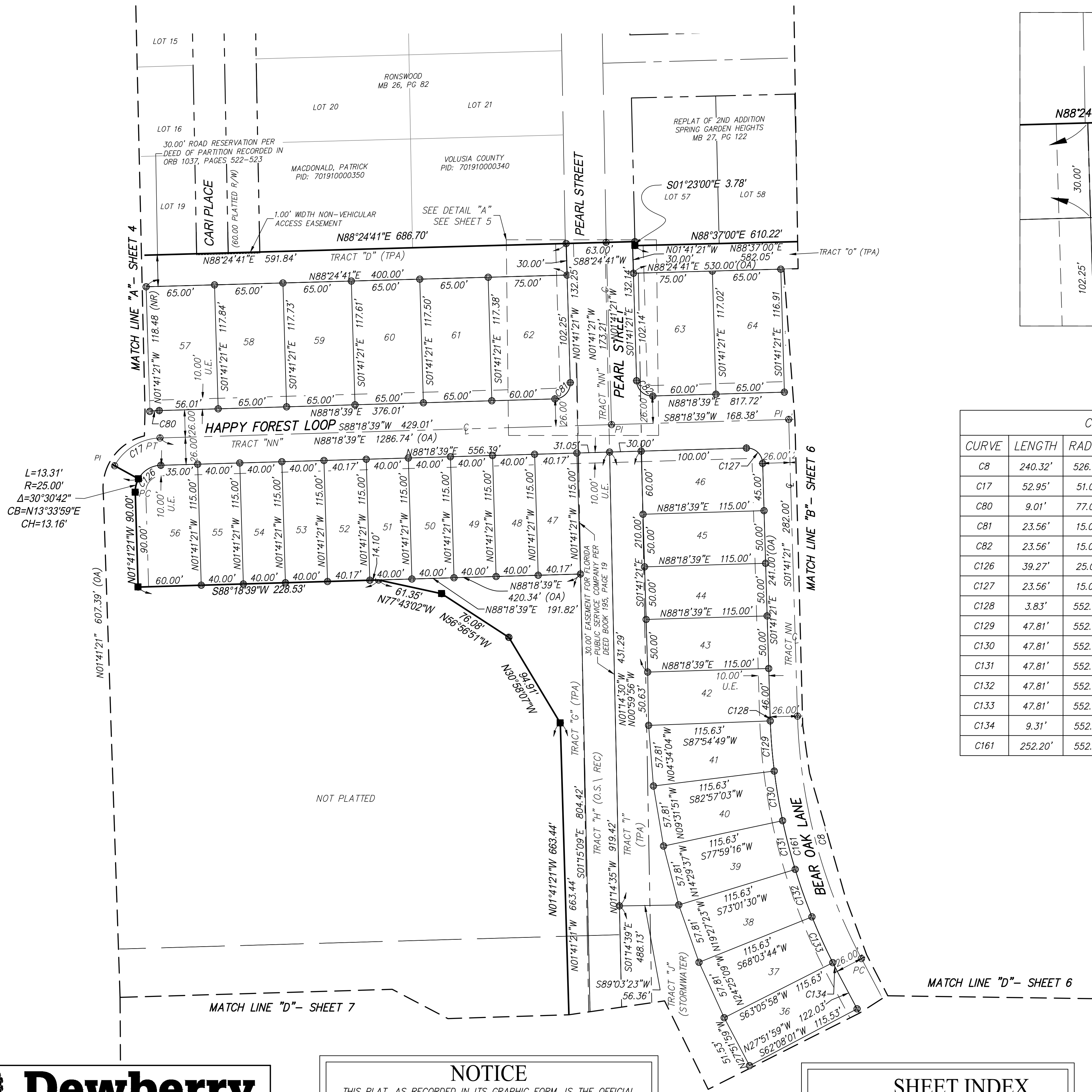
SHEET 4 OF 9

BERESFORD WOODS
PHASE 1

LOCATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

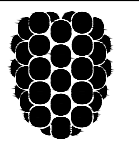
MAP BOOK:

PAGE:



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C8	240.32'	526.00'	26°10'38"	238.23'	S14°46'40"E
C17	52.95'	51.00'	59°29'18"	50.61'	S58°33'59"W
C80	9.01'	77.00'	06°42'07"	9.00'	S84°57'35"W
C81	23.56'	15.00'	90°00'00"	21.21'	N43°18'39"E
C82	23.56'	15.00'	90°00'00"	21.21'	S46°41'21"E
C126	39.27'	25.00'	90°00'00"	35.36'	S43°18'39"W
C127	23.56'	15.00'	90°00'00"	21.21'	N46°41'21"W
C128	3.83'	552.00'	00°23'50"	3.83'	S01°53'16"E
C129	47.81'	552.00'	04°57'46"	47.80'	S04°34'04"E
C130	47.81'	552.00'	04°57'46"	47.80'	S09°31'51"E
C131	47.81'	552.00'	04°57'46"	47.80'	S14°29'37"E
C132	47.81'	552.00'	04°57'46"	47.80'	S19°27'23"E
C133	47.81'	552.00'	04°57'46"	47.80'	S24°25'09"E
C134	9.31'	552.00'	00°57'58"	9.31'	S27°23'01"E
C161	252.20'	552.00'	26°10'38"	250.01'	S14°46'40"E

L=13.31'
R=25.00'
Δ=30°30'42"
CB=N13°33'59"E
CH=13.16'

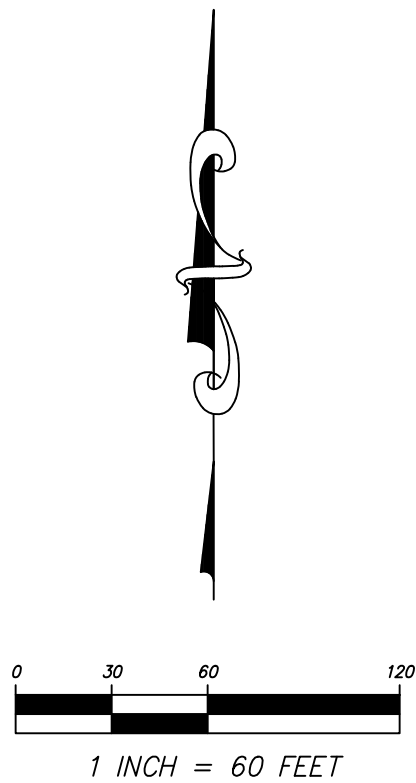


Dewberry

110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.765.0468 FAX: 386.765.0715
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

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.

SHEET INDEX	
SHEET 1:	COVER SHEET/LEGAL DESCRIPTION
SHEET 2:	NOTES/LEGEND
SHEET 3:	KEY SHEET
SHEETS 4 - 9:	DETAIL SHEETS



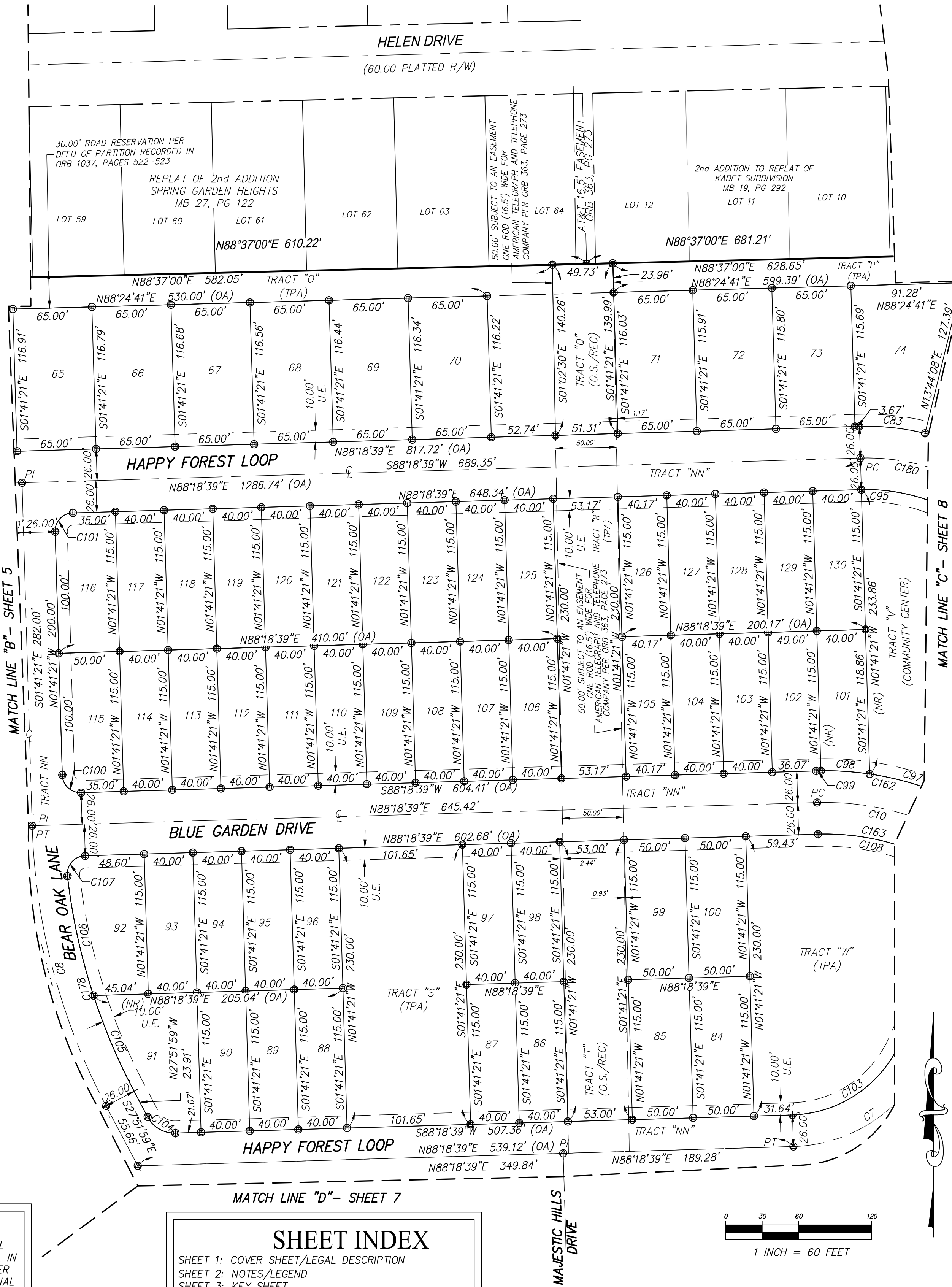
BERESFORD WOODS
PHASE 1

LOCATED 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
C7	140.93'	126.00'	64°05'01"	133.70'	N56°16'08"E
C8	240.32'	526.00'	26°10'38"	238.23'	S14°46'40"E
C10	102.23'	226.00'	25°54'59"	101.36'	N78°43'52"W
C83	54.38'	202.00'	15°25'30"	54.22'	N83°58'37"W
C95	303.47'	150.00'	115°55'00"	254.30'	N33°43'52"W
C97	69.83'	252.00'	15°52'37"	69.61'	N73°42'41"W
C98	40.23'	252.00'	09°08'45"	40.18'	N86°13'22"W
C99	3.93'	252.00'	00°53'37"	3.93'	S88°45'27"W
C100	23.56'	15.00'	90°00'00"	21.21'	S46°41'21"E
C101	23.56'	15.00'	90°00'00"	21.21'	S43°18'39"W
C103	111.85'	100.00'	64°05'01"	106.11'	N56°16'08"E
C104	27.85'	25.00'	63°49'22"	26.43'	S59°46'40"E
C105	85.50'	500.00'	09°47'51"	85.40'	S22°58'04"E
C106	100.62'	500.00'	11°31'49"	100.45'	S12°18'14"E
C107	24.83'	15.00'	94°50'58"	22.09'	S40°53'10"W
C108	90.47'	200.00'	25°54'59"	89.70'	N78°43'52"W
C162	113.99'	252.00'	25°54'59"	113.02'	N78°43'52"W
C163	90.47'	200.00'	25°54'59"	89.70'	N78°43'52"W
C178	186.12'	500.00'	21°19'40"	185.05'	N17°12'09"W
C180	356.07'	176.00'	115°54'59"	298.38'	N33°43'52"W

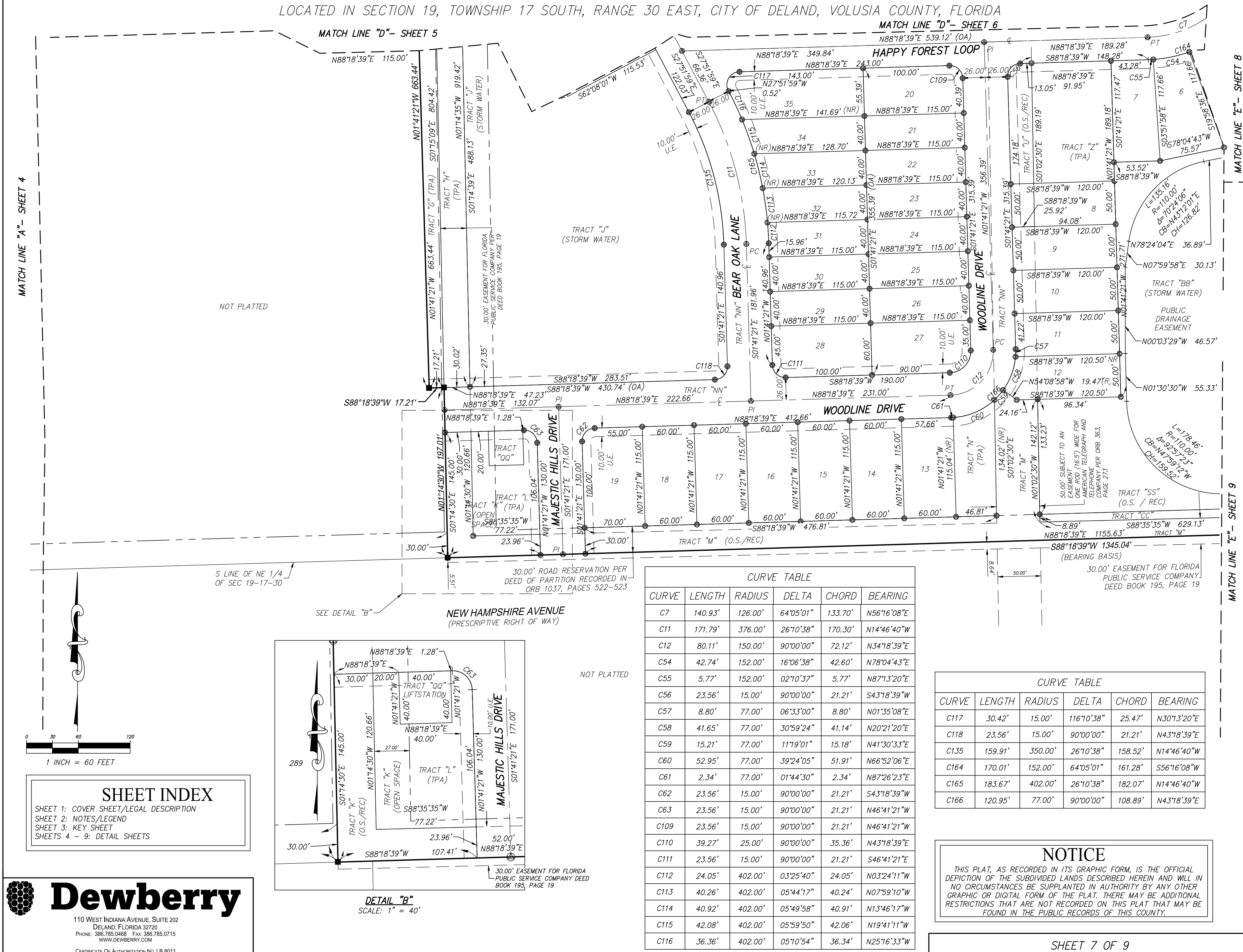


*BERESFORD WOODS
PHASE 1*

LOCATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

PAGE:

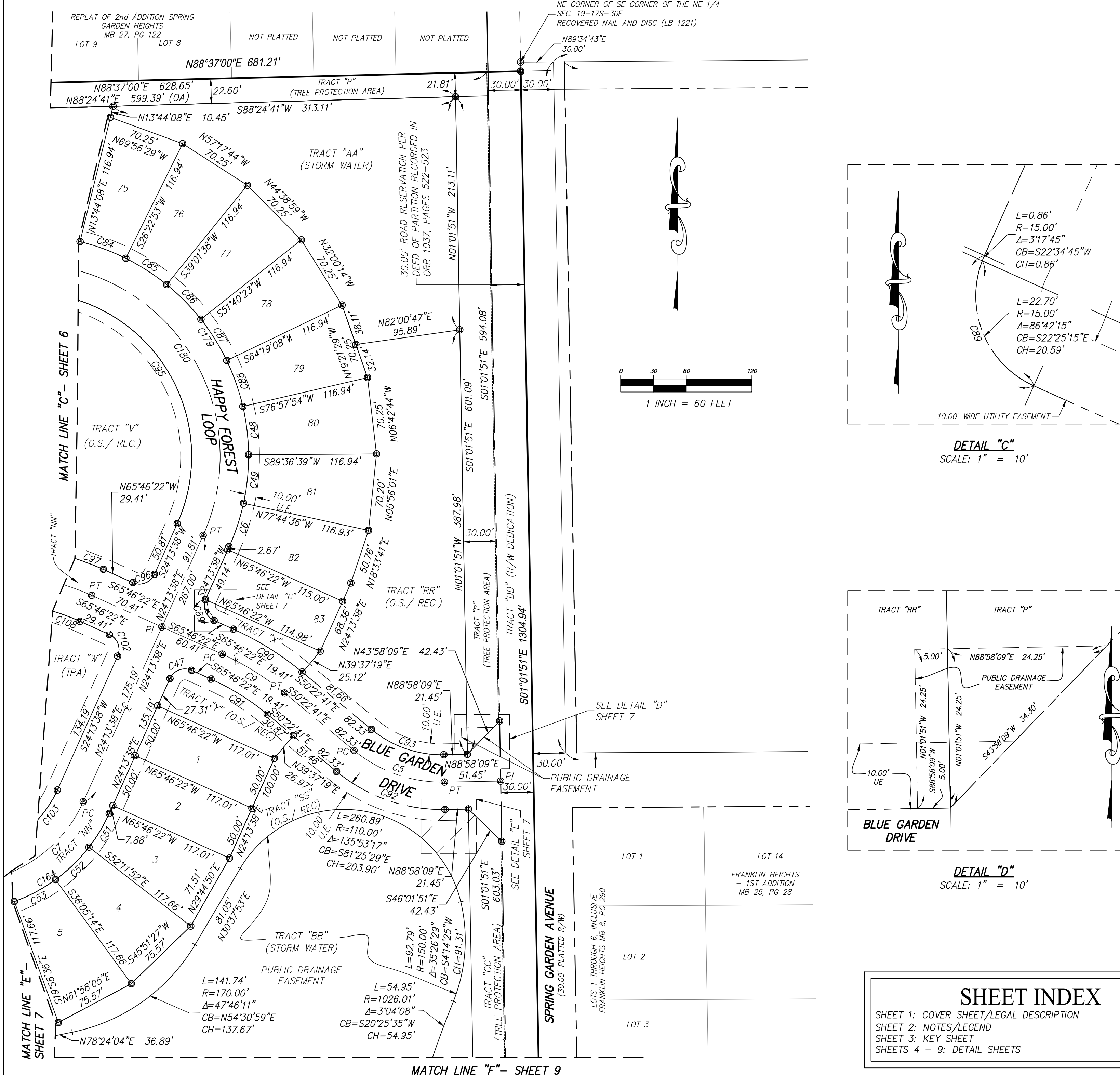


PHASE 1

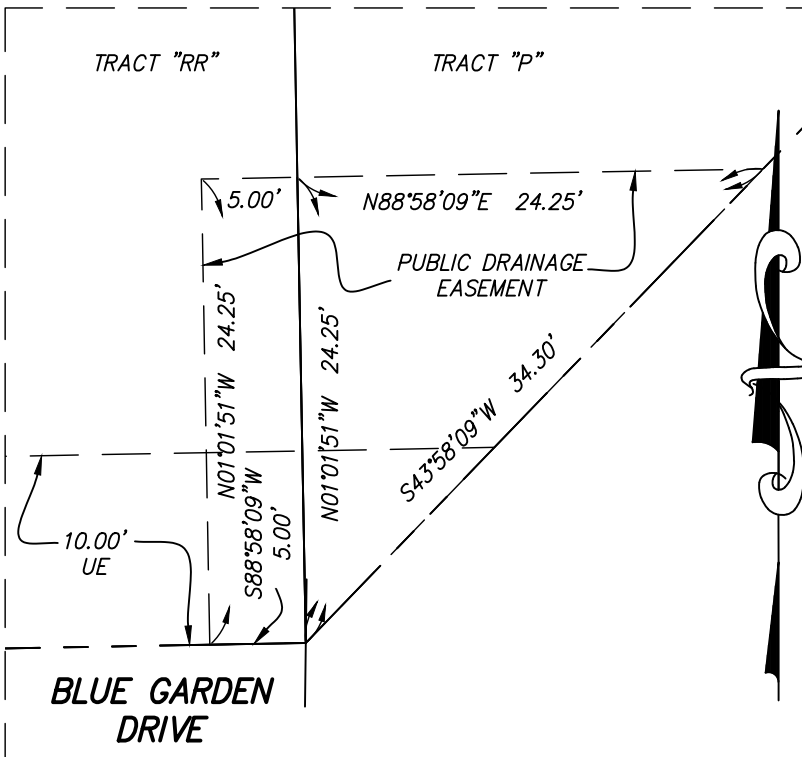
LOCATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

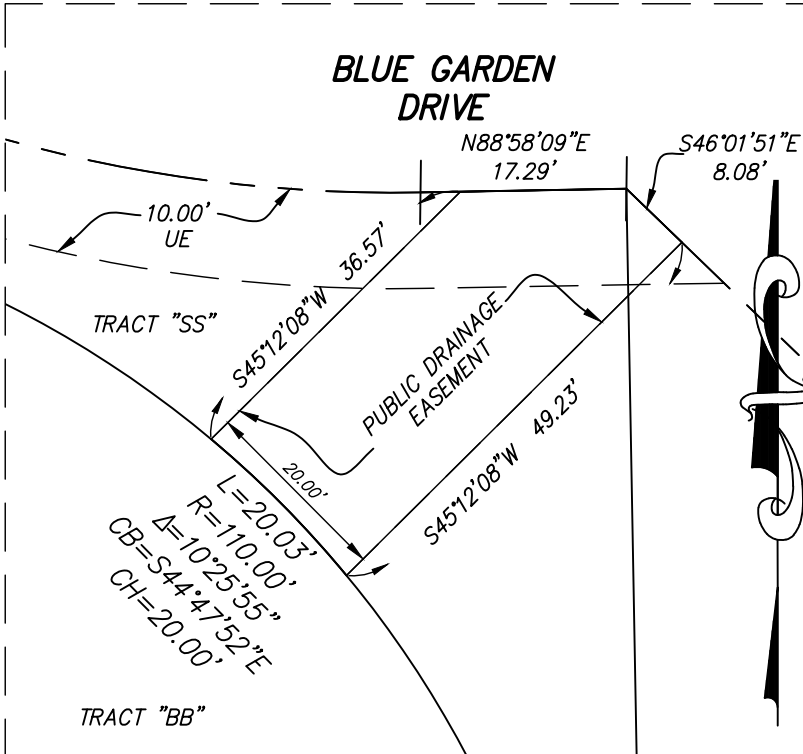
PAGE:



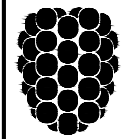
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C5	89.40'	126.00'	40°39'10"	87.54'	S70°42'16"E
C6	42.20'	202.00'	11°58'14"	42.13'	N18°14'31"E
C7	140.93'	126.00'	64°05'01"	133.70'	N56°16'08"E
C9	67.44'	251.00'	15°23'41"	67.24'	N58°04'32"W
C47	23.56'	15.00'	90°00'00"	21.21'	S69°13'38"W
C48	44.58'	202.00'	12°38'45"	44.49'	N06°42'44"W
C49	44.58'	202.00'	12°38'45"	44.49'	N05°56°01"E
C51	36.01'	152.00'	13°34'31"	35.93'	N31°00'53"E
C52	42.74'	152.00'	16°06'38"	42.60'	N45°51'27"E
C53	42.74'	152.00'	16°06'38"	42.60'	N61°58'05"E
C84	44.58'	202.00'	12°38'45"	44.49'	N69°56'29"W
C85	44.58'	202.00'	12°38'45"	44.49'	N57°17'44"W
C86	44.58'	202.00'	12°38'45"	44.49'	N44°38'59"W
C87	44.58'	202.00'	12°38'45"	44.49'	N32°00°14"W
C88	44.58'	202.00'	12°38'45"	44.49'	N19°21'29"W
C89	23.56'	15.00'	90°00'00"	21.21'	S20°46'22"E
C90	74.16'	276.00'	15°23'41"	73.94'	N58°04'32"W
C91	60.72'	226.00'	15°23'41"	60.54'	N58°04'32"W
C92	107.14'	151.00'	40°39'10"	104.91'	S70°42'16"E
C93	71.66'	101.00'	40°39'10"	70.17'	S70°42'16"E
C95	303.47'	150.00'	115°55'00"	254.30'	N33°43'52"W
C96	23.56'	15.00'	90°00'00"	21.21'	N69°13'38"E
C97	69.83'	252.00'	15°52'37"	69.61'	N73°42'41"W
C102	23.56'	15.00'	90°00'00"	21.21'	N20°46'22"W
C103	111.85'	100.00'	64°05'01"	106.11'	N56°16'08"E
C108	90.47'	200.00'	25°54'59"	89.70'	N78°43'52"W
C164	170.01'	152.00'	64°05'01"	161.28'	N56°16'08"E
C179	408.67'	202.00'	115°55'00"	342.46'	N33°43'52"W
C180	356.07'	176.00'	115°55'00"	298.38'	N33°43'52"E



DETAIL "D"



DETAIL "E"



Dewberry

110 WEST INDIANA AVENUE, SUITE 200
DELAND, FLORIDA 32720
PHONE: 386.785.0468 FAX: 386.785.0711
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 801

SHEET INDEX

SHEET 1: COVER SHEET/LEGAL DESCRIPTION
SHEET 2: NOTES/LEGEND
SHEET 3: KEY SHEET
SHEETS 4 - 9: DETAIL SHEETS

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL
DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL I
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.

SHEET 8 OF .

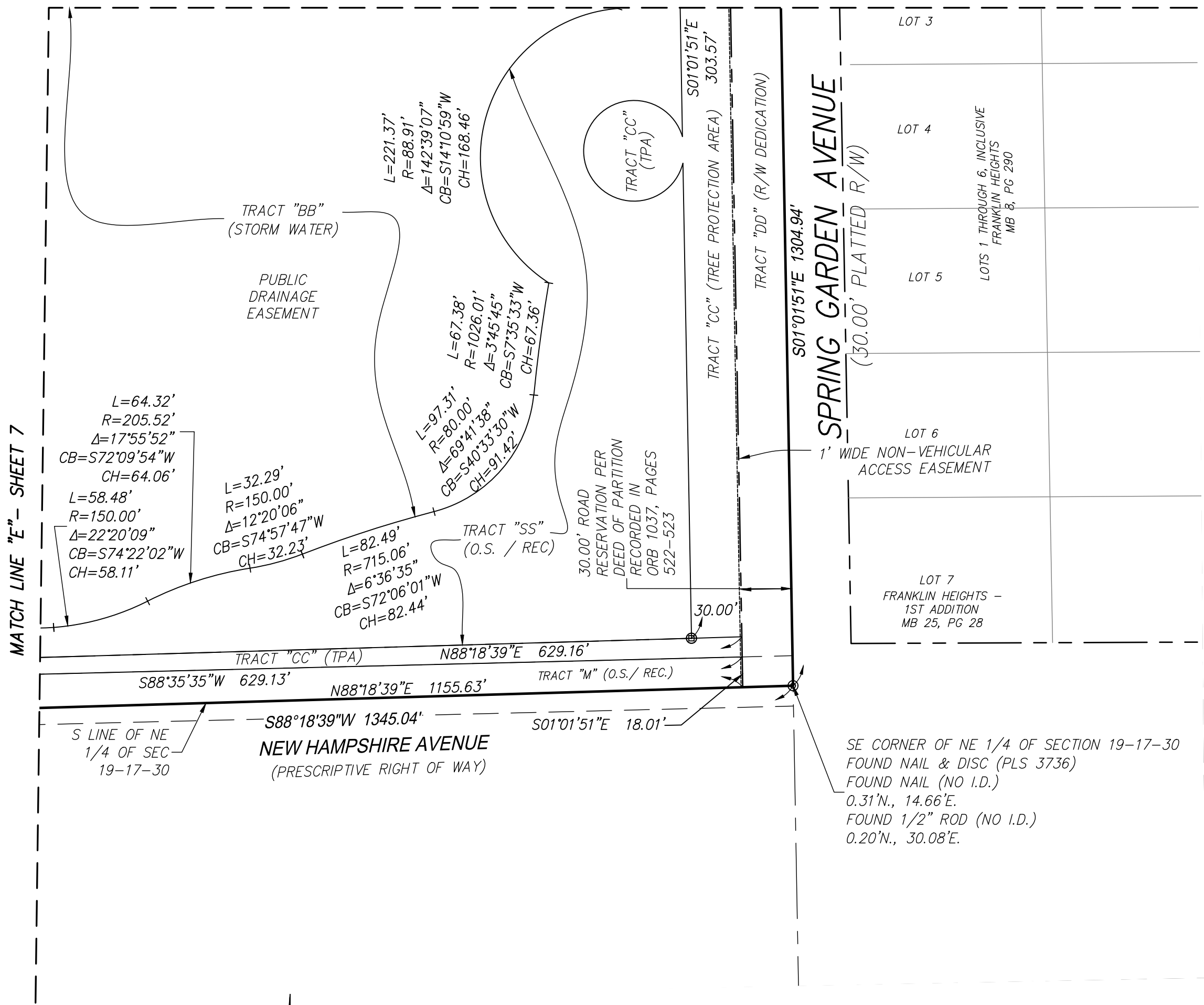
BERESFORD WOODS
PHASE 1

LOCATED IN SECTION 19, TOWNSHIP 17 SOUTH, RANGE 30 EAST, CITY OF DELAND, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

PAGE:

MATCH LINE "F"-- SHEET 8



SHEET INDEX

SHEET 1: COVER SHEET/LEGAL DESCRIPTION
SHEET 2: NOTES/LEGEND
SHEET 3: KEY SHEET
SHEETS 4 - 9: 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.



Dewberry

110 WEST INDIANA AVENUE, SUITE 202
DELAND, FLORIDA 32720
PHONE: 386.765.0468 FAX: 386.765.0715
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

SHEET 9 OF 9