



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

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE-Pastor Mark Schrade, City Sanctuary Church

ROLL CALL

PRESENTATIONS

1. Presentation re Hometown Heroes Banner Program.
2. Certificate of Recognition Presented to Pastor Charles Coker and Reverend Troy Bradley.

CONSENT AGENDA

1. Resolution Approving FY 2021-2022 Budget Amendment.

Presentation of the final budget amendment for FY 2021-2022, recognizing anticipated actual revenues and expenditures.
2. Resolution Approving Morgan Stanley DVP Account Application, Agreement and Authorizing Persons.

Approval of the account documents with Morgan Stanley outlining the terms of the DVP account arrangement and the Resolution authorizing the City's representatives to provide investment account instructions.
3. Consideration re Extension of Agreement for Pre-Employment Screenings with Advent Health DeLand.

Extension of service agreement for pre-employment screenings with Advent Health DeLand.
4. Consideration re Consent to Sublease, Clear Water Services, LLC.

Staff recommends that the City Commission approve the sublease with Clear Water Services, LLC.
5. Consideration re T-hangar Rate Adjustment.

Staff recommends that T-hangar rent for all hangars be increased/established beginning February 1, 2023 and that terms and conditions be updated by the City Attorney to comply with FAA requirements.

6. Consideration re Grant of Easement to Duke Energy, 555 South Woodland Boulevard, Conrad Park/Melching Field.

It is recommended that the City Commission approve the Grant of the Easement to Duke Energy Florida, LLC.

7. Consideration re Task Assignment No.16, Greenway Trail Part A, Amendment No.1 – Utility Relocation and Post Design Services.

Staff recommends that the City Commission approve CPH Amendment # 1 to Task Assignment No. 16 which includes Utility Relocation and Post Design Services, in the total amount of \$59,530.00.

8. Consideration re Approval for Sale and Consumption of Alcoholic Beverages on City Property for "The Issues Bar."

Approval for Sale & Consumption of Alcoholic Beverages on City Property for Issues 20th Anniversary Event.

9. Resolution Approving Special Exception for a 4COP Liquor License, Located At 142 West Georgia Avenue (Hyderhead Brewery).

The applicant is seeking a Special Exception for a 4COP liquor license at the location of 142 West Georgia Avenue.

10. Consideration re Lease Agreement with Representative Webster Barnaby for Office Space.

It is recommended that the City Commission approve the Lease Agreement with Representative Webster Barnaby for Office Space.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

BOARD APPOINTMENT

1. Consideration re Appointments to DeLand Housing Authority.

It is recommended that the City Commission make appointments to the DeLand Housing Authority.

2. Consideration re Appointment to Tree Advisory Committee.

Request to make an appointment to the Tree Advisory Committee.

3. Consideration re Appointment to the DeLand Planning Board.

Request for the City Commission to make an appointment to the DeLand Planning Board, for a partial term to expire November 1, 2024.

OLD BUSINESS

1. Second Reading of Ordinance No. 2022-31, Changing the Land Use for Approximately 14.57 Acres of Property, Located on North Spring Garden Avenue, South of Clear Lake Drive, from Mixed Office-Residential to High Density Residential.

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

2. First Reading of Ordinance Changing the Zoning from The Cascades PD to Pointe Grand Apartments PD to Develop a Multi-Family Residential Project, on Approximately 14.57 Acres of Property, Located on North Spring Garden Avenue, South of Clear Lake Drive (Cont'd on 1st Rdg. 07/18/22).

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

A section titled Special Conditions has been added, and it outlines benefits specifically for local medical employees.

NEW BUSINESS

1. First Reading of Ordinance Amending Chapter 21, Section 21-29 of the Code of Ordinances Relating to Panhandling.

It is recommended that the City Commission approve the amended ordinance.

2. First Reading of Ordinance Creating a New Residential Land Use Category in the Future Land Use Element.

Amend the City of DeLand's Comprehensive Plan to add a new Future Land Use Category - Transitional Residential Development Designation.

3. First Reading of Ordinance Changing the Zoning of 0.18 Acre of Property from R-1A (Single-Family) to C-2A (Downtown Commercial) Located at 210 West Wisconsin.

The City Commission is requested to approve the rezoning of this parcel to C-2A (Downtown Commercial) in order to bring it into compliance with the underlying Downtown Commercial land use designation and permit the use of the property for purposes established for the Core Area.

4. Resolutions Approving the Demolition of 601 Bert Fish Drive, 609 Bert Fish Drive, 611 Bert Fish Drive.

Request from Stetson University for approval to demolish structures located at 601 Bert Fish Drive, 609 Bert Fish Drive, 611 Bert Fish Drive.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
2. Report re River-to-Sea TPO.

3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



The CITY OF DELAND
Volusia County, Florida

Certificate of Recognition

Presented to Pastor Charles Coker and Reverend Troy Bradley

Whereas, Pastor Charles "Charlie" Coker is the Senior Leader of Identity Church in Deltona, Florida; and

Whereas, Pastor Coker received a call from a ministry friend asking him if relief assistance was needed in the area. Pastor Coker reached out to Mario Davis, who connected him with Reverend Troy Bradley, his pastor; and

Whereas, as Reverend Bradley and Pastor Coker were discussing the needs of the community, the first of 22 semitrucks was heading to DeLand. Reverend Bradley saw the needs in Daytona and New Smyrna Beach and invited pastors he had connections with to come to DeLand and get the supplies for their communities; and

Whereas, those relationships turned into 21 more semitrucks coming to Volusia County post hurricane Ian and unloaded the last two trucks just before hurricane Nicole hit the coastline; and

Whereas, the supplies distributed were water, diapers, flashlights, personal hygiene kits, female products, paper products, toilet paper, paper towels, cleaning supplies, disinfectants, surface wipes, chips and antibacterial skin creams; and

Whereas, at least 10 different churches in the Christian community came together and worked with city officials to help the residents in Volusia County.

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, and on behalf of the City Commission and all our citizens do hereby tender this Certificate of Recognition to ***Pastor Charlie Coker and Reverend Troy Bradley*** and thank them for their dedication and support of DeLand and the residents of Volusia County.

Done and proclaimed this 21st day of November 2022.

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Resolution Approving FY 2021-2022 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 21-22 Budget Amendment Details

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

SUMMARY/HIGHLIGHT:

The budget amendments proposed are detailed on the attached summary and recommended after review of actual fourth quarter expenses. The majority of amendments proposed are revisions to reflect actual revenues and expenditures.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Resolution amends the FY 21/22 Budget to reflect recommended changes with the impact to the fund itemized on the attached summary.

Operating Contingency balances after these amendments are as follows;

General Fund	\$171,786
Water & Sewer Fund	\$194,156
Airport Fund	\$8,191
Stormwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the budget as presented,

BACKGROUND/DISCUSSION:

This is the final budget amendment for FY 2021-2022 and is needed for the final Annual Comprehensive Financial Report (ACFR) preparation that is done during the City's annual audit.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE WATER AND SEWER FUND FOR THE FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		46,042,103	606,635	0	46,648,738
	Taxes				
001-0000-311-200	AD VALOREM TAX - DELINQUENT	30,061	200,000	0	230,061
	Other Taxes				
001-0000-312-510	FIRE INSURANCE PREMIUM TAX	171,036	79,000	0	250,036
001-0000-312-520	CASUALTY INS PREMIUM TX	237,205	113,000	0	350,205
	Intergovernmental Revenue				
001-0000-323-100	FRANCHISE TAX - ELECTRICITY	2,875,534	213,557	0	3,089,091
	Other Sources Revenue				
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	599,364	1,078	0	600,442
EXPENDITURES		46,042,103	783,270	176,635	46,648,738
	City Commission				
001-0100-411-100	EXECUTIVE SALARIES	62,706	250	0	62,956
	City Clerk				
001-0102-552-000	HARDWARE/SOFTWARE	0	1,200	0	1,200
	Finance				
001-0103-412-100	REGULAR SALARIES & WAGES	475,073	1,500	0	476,573
001-0103-413-100	OTHER SALARIES & WAGES	67,584	1,500	0	69,084
	Legal				
001-0104-531-100	PROFESSIONAL SERVICES	355,000	7,400	0	362,400
	Admin Services				
001-0106-414-300-IAN 22	HURRICANE IAN (9/28/22)	0	80,000	0	80,000
001-0106-599-100-IAN 22	HURRICANE IAN (9/28/22)	0	35,000	0	35,000
001-0106-421-100-IAN 22	HURRICANE IAN (9/28/22)	0	6,000	0	6,000
001-0106-422-100-IAN 22	HURRICANE IAN (9/28/22)	0	3,000	0	3,000
001-0106-599-500-CARE20	CARES ACT - COVID-19	0	2,000	0	2,000

GENERAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		46,042,103	783,270	176,635	46,648,738
	Human Resources				
001-0115-413-100	OTHER SALARIES & WAGES	31,897	18,000	0	49,897
	Planning				
001-1118-531-100	PROFESSIONAL SERVICES	79,000	3,550	0	82,550
	Fire				
001-1222-414-100	OVERTIME	356,719	150,000	0	506,719
001-1222-422-100	RETIREMENT CONTRIBUTIONS	1,611,899	150,000	0	1,761,899
001-1222-552-200	OPERATING CAPITAL	59,400	110,600	0	170,000
	Police				
001-1226-543-100	POWER	119,331	8,100	0	127,431
001-1226-549-100	OTHER OBLIGATIONS	67,263	28,000	0	95,263
	Police - Parking Services				
001-1228-414-100	OVERTIME	0	1,500	0	1,500
	PW - Administration				
001-1301-549-100	OTHER OBLIGATIONS	1,750	2,500	0	4,250
	Streets				
001-1302-549-100	OTHER OBLIGATIONS	0	20,900	0	20,900
	Urban Beautification				
001-1304-549-100	OTHER OBLIGATIONS	0	8,135	0	8,135
001-1304-552-100	OPERATING SUPPLIES	40,470	0	8,135	32,335
	Parks & Recreation Administration				
001-1401-412-100	REGULAR SALARIES & WAGES	114,421	4,400	0	118,821
001-1401-413-100	OTHER SALARIES & WAGES	0	14,400	0	14,400
001-1401-414-100	OVERTIME	635	2,300	0	2,935
001-1401-534-100	CONTRACTUAL SERVICES	6,193	4,300	0	10,493
	P&R - Recreation				
001-1402-413-100	OTHER SALARIES & WAGES	15,600	5,000	0	20,600
001-1402-534-100	CONTRACTUAL SERVICES	24,500	7,000	0	31,500
001-1402-552-100	OPERATING SUPPLIES	65,960	0	3,200	62,760
001-1402-552-200	OPERATING CAPITAL	0	3,200	0	3,200
	P&R - Parks				
001-1403-413-100	OTHER SALARIES & WAGES	134,485	0	35,300	99,185
001-1403-546-100	BUILDING MAINTENANCE	21,360	4,100	0	25,460
001-1403-546-300	A/C MAINTENANCE	6,450	3,550	0	10,000
001-1403-546-400	EQUIPMENT MAINTENANCE	29,550	4,750	0	34,300
001-1403-549-100	OTHER OBLIGATIONS	4,950	5,650	0	10,600
001-1403-552-100	OPERATING SUPPLIES	131,775	9,400	0	141,175
001-1403-552-400	GAS/OIL	25,577	7,850	0	33,427
	Museum				
001-1406-882-100	AIDS TO PRIVATE ORGANIZATIONS	10,000	0	10,000	0
	Transfers				
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	2,685,500	68,235	120,000	2,633,735
	Contingency				
001-9990-999-100	CONTINGENCY	171,786	0	0	171,786

GRANTS & SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		8,810,728	1,508,677	0	10,319,405
	Intergovernmental Revenue				
190-0000-331-500-PW2002	ROW ADA IMPROV (2020 CDBG)	91,071	4,051	0	95,122
190-0000-337-700-PW2301	ALABAMA GREENWAY EXTENSION	0	1,500,000	0	1,500,000
	Other Sources Revenue				
190-0000-389-320-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	249,925	4,626	0	254,551
EXPENDITURES		8,810,728	1,508,677	0	10,319,405
	Streets				
190-1302-663-000-PW2002	ROW ADA IMPROV (2020 CDBG)	91,072	4,051	0	95,123
190-1302-663-000-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	249,925	4,626	0	254,551
190-1302-663-000-PW2301	ALABAMA GREENWAY EXTENSION	0	1,500,000	0	1,500,000

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,997,098	68,235	195,000	3,870,333
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	2,685,500	68,235	120,000	2,633,735
300-9999-381-480	TRANSFER FROM P&I FUND	223,118	0	75,000	148,118
EXPENDITURES		3,997,098	68,235	195,000	3,870,333
	Information Technology				
300-0110-663-000-IT2209	ACCELA CIVIC PLATFORM ENHANCEMENTS	75,000	0	75,000	0
300-0110-664-000-IT2112	PLANAR FOR NEW FIRE STATION	0	1,685	0	1,685
	Fire				
300-1222-664-000-FR2202	FIRE STATION #81 FFE	125,001	0	110,600	14,401
	Police				
300-1226-664-000-PD2211	WATER HEATER REPLACEMENT AT PD	0	20,550	0	20,550
	Streets				
300-1302-664-000-PW2105	REPLACE MOWER 132-5512	9,400	0	9,400	0
	P&R - Parks				
300-1403-662-000-PR2220	SKATE PARK LED LIGHTS	0	46,000	0	46,000

WATER & SEWER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		49,612,327	275,225	0	49,887,552
	Charges for Services				
401-0000-343-310	WATER OPERATING INCOME	10,565,000	275,225	0	10,840,225

WATER & SEWER FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		49,612,327	369,525	94,300	49,887,552
	Utilities Administration				
401-4201-415-100	SPECIAL PAY	10,207	50,000	0	60,207
401-4201-662-000-UT2104	UTILITIES ADMIN BLDG DESIGN	442,709	67,870	0	510,579
	Engineering				
401-4202-412-100	REGULAR SALARIES & WAGES	639,807	0	50,000	589,807
	Wastewater Treatment				
401-4205-534-400	SLUDGE HAULING	320,000	0	44,300	275,700
401-4205-543-100	POWER	483,354	60,150	0	543,504
401-4205-546-400	EQUIPMENT MAINTENANCE	91,640	44,300	0	135,940
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	1,816,364	25,025	0	1,841,389
401-4205-664-000-UT2224	WWTP ADMIN BUILD ROOF A/C REPLACEMENT #1	14,000	4,875	0	18,875
401-4205-664-000-UT2226	WWTP ADMIN BUILD ROOF A/C REPLACEMENT #2	12,000	4,875	0	16,875
401-4205-664-000-UT2250	GAS MASTRRR MODEL 32 2HP	0	6,775	0	6,775
401-4205-664-000-UT2251	GAS MASTRRR MODEL 32 5HP	0	9,025	0	9,025
	Utilities Maintenance				
401-4206-546-400	EQUIPMENT MAINTENANCE	156,381	8,080	0	164,461
401-4206-552-400	GAS/OIL	53,451	29,400	0	82,851
401-4206-543-100	POWER	144,284	20,800	0	165,084
401-4206-664-000-UT2239	MULTI-TANK FUEL TRAILER	46,729	150	0	46,879
401-4206-664-000-UT2248	L/S #71 PUMP #1	0	9,000	0	9,000
401-4206-664-000-UT2249	L/S #71 PUMP #2	0	9,000	0	9,000
	Customer Service				
401-4209-534-100	CONTRACTUAL SERVICES	207,220	8,100	0	215,320
401-4209-549-100	OTHER OBLIGATIONS	100	2,100	0	2,200
	Wastewater Collection				
401-4210-552-100	OPERATING SUPPLIES	66,650	10,000	0	76,650
	Contingency				
401-9990-999-100	CONTINGENCY	194,156	0	0	194,156

WATER & WASTEWATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		13,267,267	42,520	0	13,309,787
	Other Sources Revenue				
404-0000-324-215	IMPACT FEES - SEWER RESIDENTIAL	1,600,000	42,520	0	1,642,520
EXPENDITURES		13,267,267	42,520	0	13,309,787
404-4240-663-000-WW2102	ALABAMA/AMELIA RECLAIM EXT	1,194,884	42,520	0	1,237,404

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,588,187	43,889	29,291	9,602,785
	Grant Revenue				
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN	2,794,718	0	26,900	2,767,818
430-0000-389-200-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	0	26,900	0	26,900
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN	248,420	0	2,391	246,029
430-0000-389-320-AP2002	3-1200 GAL FUEL FARM	4,747	14,598	0	19,345
430-0000-389-320-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	0	2,391	0	2,391
EXPENDITURES		9,588,187	84,179	69,581	9,602,785
430-4300-663-000-AP1903	REHAB E&W APRON & ELEC HOMERUN	3,105,243	0	29,889	3,075,354
430-4300-663-000-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	0	29,889	0	29,889
430-4300-663-000-AP2206	TAXIWAY A REHAB	0	39,692	0	39,692
430-9990-999-100	CONTINGENCY	33,285	14,598	39,692	8,191

REFUSE COLLECTION FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		4,065,500	167,500	0	4,233,000
	Charges for Services				
440-0000-343-400	GARBAGE/SOLID WASTES	4,065,500	167,000	0	4,232,500
	Other Sources Revenue				
440-0000-361-100	INTEREST EARNINGS	0	500	0	500
EXPENDITURES		4,065,500	167,500	0	4,233,000
440-4400-534-100	CONTRACTUAL SERVICES	3,958,100	145,000	0	4,103,100
440-4400-549-100	OTHER OBLIGATIONS	107,400	22,000	0	129,400
440-4400-549-420	BAD DEBT EXPENSE	0	500	0	500

STORMWATER FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,670,261	0	0	3,670,261
EXPENDITURES		3,670,261	37,375	37,375	3,670,261
450-4500-552-100	OPERATING SUPPLIES	67,645	0	37,375	30,270
450-4500-664-000-SW2214	DUAL TANDEM GOOSENECK DECKOVER TRAILER	0	15,500	0	15,500
450-4500-664-000-SW2215	GRACO GRINDLAZER	0	13,975	0	13,975
450-4500-664-000-SW2216	ANGLE BROOM ATTACHMENT FOR SKID STEER	0	7,900	0	7,900

PERMITS & INSPECTIONS FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		3,600,321	38,700	0	3,639,021
Permits, Fees and Special Assessments					
480-0000-322-000	BUILDING PERMIT FEES	1,794,607	38,700	0	1,833,307
EXPENDITURES		3,600,321	113,700	75,000	3,639,021
480-4800-534-100	CONTRACTUAL SERVICES	76,000	35,200	0	111,200
480-4800-663-000-PI2203	ACCELA CIVIC PLATFORM ENHANCEMENTS	0	75,000	0	75,000
480-4800-664-000-PI2101	2021 FORD F-150 CREW CAB	31,442	3,500	0	34,942
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	223,118	0	75,000	148,118

WORKERS' COMPENSATION FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		815,167	691,000	0	1,506,167
Other Sources Revenue					
510-0000-380-000	USE OF RESERVES	0	691,000	0	691,000
EXPENDITURES		815,167	691,000	0	1,506,167
510-5100-424-220	PAYMENT OF CLAIMS	365,000	151,000	0	516,000
510-5100-424-240	RESERVES EST BY ACTUARIAN	100,000	540,000	0	640,000

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2021-2022 is hereby ratified and confirmed as adopted by Resolution 2021-65, 2021-76, 2022-02, 2022-08, 2022-11, 2022-27, 2022-45, 2022-48, 2022-57 and 2022-78.

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

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		606,635	0	
001-0000-311-200	AD VALOREM TAX - DELINQUENT	200,000		increase funding for delinquent Ad Valorem revenues
001-0000-312-510	FIRE INSURANCE PREMIUM TAX	79,000		increase funding for Fire Insurance Premium Tax
001-0000-312-520	CASUALTY INS PREMIUM TX	113,000		increase funding for Casualty Insurance Premium Tax
001-0000-323-100	FRANCHISE TAX - ELECTRICITY	213,557		increase funding for electricity franchise tax
001-0000-380-200	FUNDS C/O FROM PRIOR YEAR	1,078		Funds carried over from FY 20-21 (Fire Station Planar)
EXPENDITURES		783,270	176,635	
001-0100-411-100	EXECUTIVE SALARIES	250		increase appropriation for executive salaries
001-0102-552-000	HARDWARE/SOFTWARE	1,200		increase appropriation for Fujitsu scanner
001-0103-412-100	REGULAR SALARIES & WAGES	1,500		increase appropriation for regular salaries
001-0103-413-100	OTHER SALARIES & WAGES	1,500		increase appropriation for other salaries
001-0104-531-100	PROFESSIONAL SERVICES	7,400		increase appropriation for legal services from City Attorney
001-0106-414-300-IAN 22	HURRICANE IAN (9/28/22)	80,000		increase appropriation for Hurricane IAN
001-0106-421-100-IAN 22	HURRICANE IAN (9/28/22)	6,000		increase appropriation for Hurricane IAN
001-0106-422-100-IAN 22	HURRICANE IAN (9/28/22)	3,000		increase appropriation for Hurricane IAN
001-0106-599-100-IAN 22	HURRICANE IAN (9/28/22)	35,000		increase appropriation for Hurricane IAN
001-0106-599-500-CARE20	CARES ACT - COVID-19	2,000		increase appropriation for COVID-19
001-0115-413-100	OTHER SALARIES & WAGES	18,000		increase in Other Salaries and Wages due to bringing in additional temporary support
001-1118-531-100	PROFESSIONAL SERVICES	3,550		increase appropriation for DeLand West Greenway Feasibility Study
001-1222-414-100	OVERTIME	150,000		increase appropriation for FD Overtime
001-1222-422-100	RETIREMENT CONTRIBUTIONS	150,000		increase appropriation for FD retirement contributions (partially offset by revenue)
001-1222-552-200	OPERATING CAPITAL	110,600		increase appropriation to reclassify Fire FFE expenses as operating
001-1226-543-100	POWER	8,100		increase appropriation for power
001-1226-549-100	OTHER OBLIGATIONS	28,000		increase in other obligations including vehicle repairs
001-1228-414-100	OVERTIME	1,500		increase appropriation for overtime
001-1301-549-100	OTHER OBLIGATIONS	2,500		increase appropriation for mailings
001-1302-549-100	OTHER OBLIGATIONS	20,900		increase appropriations for deductible billing and other repairs
001-1304-549-100	OTHER OBLIGATIONS	8,135		increase appropriation for deductible billing
001-1304-552-100	OPERATING SUPPLIES		8,135	decrease appropriation for operating supplies
001-1401-412-100	REGULAR SALARIES & WAGES	4,400		increase appropriation for salaries
001-1401-413-100	OTHER SALARIES & WAGES	14,400		increase appropriation for other salaries due to docent being charged here
001-1401-414-100	OVERTIME	2,300		increase appropriation for overtime
001-1401-534-100	CONTRACTUAL SERVICES	4,300		increase appropriation for bank fees and fire alarm services
001-1402-413-100	OTHER SALARIES & WAGES	5,000		increase appropriation for part-time workers
001-1402-534-100	CONTRACTUAL SERVICES	7,000		increase appropriation for youth officials
001-1402-552-100	OPERATING SUPPLIES		3,200	decrease appropriation for auto mower (reclassified to operating capital)
001-1402-552-200	OPERATING CAPITAL	3,200		increase appropriation for automower (reclassified from operating supplies)
001-1403-413-100	OTHER SALARIES & WAGES		35,300	decrease appropriation for Parks operating supplies
001-1403-546-100	BUILDING MAINTENANCE	4,100		increase appropriation for building maintenance for elevator repairs
001-1403-546-300	A/C MAINTENANCE	3,550		increase appropriation for a/c maintenance for repairs mainly at Conrad Park
001-1403-546-400	EQUIPMENT MAINTENANCE	4,750		increase appropriation for equipment maintenance for crawler and roller repairs
001-1403-549-100	OTHER OBLIGATIONS	5,650		increase appropriation for other obligations for deductible billing claims
001-1403-552-100	OPERATING SUPPLIES	9,400		increase appropriation for operating supplies due to increased field and fencing costs
001-1403-552-400	GAS/OIL	7,850		increase appropriation for gas/oil
001-1406-882-100	AIDS TO PRIVATE ORGANIZATIONS		10,000	decrease appropriation for museum docent aid
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	1,685		increase transfer for Fire Station Planar
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	20,550		increase transfer for water heater replacement at PD
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		110,600	decrease appropriation to reclassify Fire FFE expenses as operating
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		9,400	decrease appropriation for mailings/not buying mower
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	46,000		increase transfer for new LED Lights

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GRANT & SPECIAL REVENUE FUND				
REVENUES		1,508,677	0	
190-0000-331-500-PW2002	ROW ADA IMPROV (2020 CDBG)	4,051		increase funding for installation of concrete curbing
190-0000-337-700-PW2301	ALABAMA GREENWAY EXTENSION	1,500,000		increase funding for Alabama Greenway Extension
190-0000-389-320-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	4,626		increase funding for Woodland Boulevard Lighting Improvements
EXPENDITURES		1,508,677	0	
190-1302-663-000-PW2002	ROW ADA IMPROV (2020 CDBG)	4,051		increase appropriation for installation of concrete curbing
190-1302-663-000-PW2111	WOODLAND BLVD LIGHTING IMPROVEMENTS	4,626		increase appropriation for Woodland Boulevard Lighting Improvements
190-1302-663-000-PW2301	ALABAMA GREENWAY EXTENSION	1,500,000		increase appropriation for Alabama Greenway Extension
CAPITAL FUND				
REVENUES		68,235	195,000	
300-9999-381-001	TRANSFER FROM GENERAL FUND	1,685		increase appropriation for new planar at Fire Station
300-9999-381-001	TRANSFER FROM GENERAL FUND		110,600	decrease funding to reclassify Fire FFE expenses as operating
300-9999-381-001	TRANSFER FROM GENERAL FUND	20,550		increase funding for water heater replacement at PD
300-9999-381-001	TRANSFER FROM GENERAL FUND		9,400	decrease funding for replacement mower - asking Kim G
300-9999-381-001	TRANSFER FROM GENERAL FUND	46,000		increase funding for installation of new LED lights
300-9999-381-480	TRANSFER FROM P&I FUND		75,000	decrease funding for Accela Civic Platform Enhancements
EXPENDITURES		68,235	195,000	
300-0110-663-000-IT2209	ACCELA CIVIC PLATFORM ENHANCEMENTS		75,000	decrease appropriation for Accela Civic Platform Enhancements
300-0110-664-000-IT2112	PLANAR FOR NEW FIRE STATION	1,685		increase appropriation for new planar at Fire Station
300-1222-664-000-FR2202	FIRE STATION #81 FFE		110,600	decrease appropriation to reclassify Fire FFE expenses as operating
300-1226-664-000-PD2211	WATER HEATER REPLACEMENT AT PD	20,550		increase appropriation for water heater replacement at PD
300-1302-664-000-PW2105	REPLACE MOWER 132-5512		9,400	decrease appropriation for replacement mower
300-1403-662-000-PR2220	SKATE PARK LED LIGHTS	46,000		increase appropriation for installation of new LED lights

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER & SEWER FUND				
REVENUES		275,225	0	
401-0000-343-310	WATER OPERATING INCOME	275,225		increase funding for water operating income
EXPENDITURES		369,525	94,300	
401-4201-415-100	SPECIAL PAY	50,000		increase appropriation for special pay due to large drop payout
401-4201-662-000-UT2104	UTILITIES ADMIN BLDG DESIGN	67,870		increase appropriation for Utilities Admin Building Design
401-4202-412-100	REGULAR SALARIES & WAGES		50,000	decrease appropriation for regular salaries
401-4205-534-400	SLUDGE HAULING		44,300	decrease appropriation for River Augmentation Pump Repair (\$29,500) and Cerlic Sensor Repair (\$14,800)
401-4205-543-100	POWER	60,150		increase appropriation for power
401-4205-546-400	EQUIPMENT MAINTENANCE	29,500		increase appropriation for River Augmentation Pump Repair
401-4205-546-400	EQUIPMENT MAINTENANCE	14,800		increase appropriation for Cerlic Sensor Repair
401-4205-663-000-UT2007	DIGESTER UPGRADES AND IMPR	25,025		increase appropriation for Digester Upgrades
401-4205-664-000-UT2224	WWTP ADMIN BUILD ROOF A/C REPLACEMENT #1	4,875		increase appropriation for WWTP A/C #1
401-4205-664-000-UT2226	WWTP ADMIN BUILD ROOF A/C REPLACEMENT #2	4,875		increase appropriation for WWTP A/C #2
401-4205-664-000-UT2250	GAS MASTRRR MODEL 32 2HP	6,775		increase appropriation for Gas Mastrrr Model 32 2HP
401-4205-664-000-UT2251	GAS MASTRRR MODEL 32 5HP	9,025		increase appropriation for Gas Mastrrr Model 32 5HP
401-4206-546-400	EQUIPMENT MAINTENANCE	8,080		increase appropriation for equipment maintenance
401-4206-552-400	GAS/OIL	29,400		increase appropriation for gas/oil
401-4206-543-100	POWER	20,800		increase appropriation for power
401-4206-664-000-UT2239	MULTI-TANK FUEL TRAILER	150		increase appropriation for Multi-Tank Fuel Trailer
401-4206-664-000-UT2248	L/S #71 PUMP #1	9,000		increase appropriation for L/S #71 Pump #1
401-4206-664-000-UT2249	L/S #71 PUMP #2	9,000		increase appropriation for L/S #71 Pump #2
401-4209-534-100	CONTRACTUAL SERVICES	8,100		increase appropriation for bank fees
401-4209-549-100	OTHER OBLIGATIONS	2,100		increase appropriation for Nissan pickup repairs
401-4210-552-100	OPERATING SUPPLIES	10,000		increase appropriation for operating supplies for manhole rings and covers
WATER & WASTEWATER TRUST FUND				
REVENUES		42,520	0	
404-0000-324-215	IMPACT FEES - SEWER RESIDENTIAL	42,520		increase funding for sewer impact fees
EXPENDITURES		42,520	0	
404-4240-663-000-WW2102	ALABAMA/AMELIA RECLAIM EXT	42,520		increase appropriation for Alabama/Amelia Reclaim Extension
AIRPORT FUND				
REVENUES		45,622	31,024	
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN		26,900	decrease funding for replacement of electrical homeruns
430-0000-389-200-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	26,900		increase funding for replacement of electrical homeruns
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN		2,391	decrease funding for replacement of electrical homeruns
430-0000-389-320-AP1904	NW INDUSTRIAL BUS PK ACCESS RD		1,733	decrease funding for access road due to non-reimbursable expenses
430-0000-389-320-AP2002	3-1200 GAL FUEL FARM	14,598		increase funding for 3-1200 Gal Fuel Farm
430-0000-389-320-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	2,391		increase funding for replacement of electrical homeruns
430-0000-380-000	USE OF RESERVES	1,733		increase funding for Use of Reserves
EXPENDITURES		84,179	69,581	
430-4300-663-000-AP1903	REHAB E&W APRON & ELEC HOMERUN		29,889	increase appropriation for Replacement of Electrical Homeruns
430-4300-663-000-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	29,889		increase appropriation for Replacement of Electrical Homeruns
430-4300-663-000-AP2206	TAXIWAY A REHAB	39,692		increase appropriation for design and bid of Taxiway A Rehab
430-9990-999-100	CONTINGENCY		39,692	decrease contingency for Taxiway A Rehab
430-9990-999-100	CONTINGENCY	14,598		increase contingency for additional Fuel Farm revenue

FY 21-22 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
REFUSE FUND				
REVENUES		167,500	0	
440-0000-343-400	GARBAGE/SOLID WASTES	167,000		increase funding for Garbage/Solid Wastes
440-0000-361-100	INTEREST EARNINGS	500		increase funding for interest earnings
EXPENDITURES		167,500	0	
440-4400-534-100	CONTRACTUAL SERVICES	145,000		increase appropriation for contractual services for monthly refuse collection costs
440-4400-549-100	OTHER OBLIGATIONS	22,000		increase appropriation for GEL Recycling and other obligations
440-4400-549-420	BAD DEBT EXPENSE	500		increase appropriation for bad debt expense
STORMWATER FUND				
REVENUES		0	0	
EXPENDITURES		37,375	37,375	
450-4500-552-100	OPERATING SUPPLIES		37,375	decrease appropriation for Dual Tandem Gooseneck Deckover Trailer (\$15,500) Graco Grindlazer System (\$13,975), and Angle Broom Attachment (\$7,900)
450-4500-664-000-SW2214	DUAL TANDEM GOOSENECK DECKOVER TRAILER	15,500		increase appropriation for Dual Tandem Gooseneck Deckover Trailer
450-4500-664-000-SW2215	GRACO GRINDLAZER	13,975		increase appropriation for Graco Grindlazer System
450-4500-664-000-SW2216	ANGLE BROOM ATTACHMENT FOR SKID STEER	7,900		increase appropriation for Angle Broom Attachment
PERMITS & INSPECTIONS FUND				
REVENUES		38,700	0	
480-0000-322-000	BUILDING PERMIT FEES	38,700		increase funding for building permit fees
EXPENDITURES		113,700	75,000	
480-4800-534-100	CONTRACTUAL SERVICES	35,200		increase appropriation for contractual services due to bank fees
480-4800-663-000-PI2203	ACCELA CIVIC PLATFORM ENHANCEMENTS	75,000		increase appropriation for Accela Civic Platform Enhancements
480-4800-664-000-PI2101	2021 FORD F-150 CREW CAB	3,500		increase appropriation for 2021 Ford F-150 Crew Cab light package
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		75,000	decrease transfer for Accela Civic Platform Enhancements
WORKERS' COMPENSATION FUND				
REVENUES		691,000	0	
510-0000-380-000	USE OF RESERVES	691,000		increase reserves est by actuarian for increased confidence level from 75% to 85%
EXPENDITURES		691,000	0	
510-5100-424-220	PAYMENT OF CLAIMS	151,000		increase appropriation for payment of claims
510-5100-424-240	RESERVES EST BY ACTUARIAN	540,000		increase appropriation for reserves est by actuarian for increased confidence level from 75% to 85%

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Resolution Approving Morgan Stanley DVP Account Application, Agreement and Authorizing Persons.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, DVP Account Application and DVP Client Agreement, Authorized Persons and Enabling Resolutions for Municipalities for DVP Accounts, Single Advisory Contract, US Bank Onboarding Form, Fee Agreement US Bank, Certificate of Bond Proceeds

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

SUMMARY/HIGHLIGHT:

The City has had a long-term client relationship with Morgan Stanley Smith Barney LLC (Morgan Stanley) as the City's broker/dealer. Delivery versus payment (DVP) is a securities method that guarantees the transfer of securities only happens after payment has been made. DVP stipulates that the buyer's cash payment for securities must be made prior to or at the same time as the delivery of the security. Securities purchased by the City from Morgan Stanley are to be delivered by Morgan Stanley to the City's custodial bank account. Likewise, maturing securities are delivered by the custodian bank account to Morgan Stanley against the receipt of the total amount due to the City. As such, the City is establishing a custodian bank account with US Bank. This will be the City's designated safekeeping depository.

Morgan Stanley is requiring that the City complete account documents including the DVP Account Application and DVP Client Agreement and the Authorized Persons and Enabling Resolution in order to continue providing security services and maintain an active account.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The additional cost of the custodian bank account with US Bank is one (1) basis point, which is equivalent to 0.01% (1/100th of a percent), on the market value of the investments held with an minimum annual fee of \$2,500.00. Based upon the current market value of investments with Morgan Stanley, the annual cost would be approximately \$3,800.00. This cost will be offset against investment earnings.

RECOMMENDATION:

Staff recommends the City Commission approve the account documents with Morgan Stanley Smith Barney,

LLC outlining the terms of the DVP account arrangement and the Resolution authorizing the City's representatives to provide investment account instructions.

BACKGROUND/DISCUSSION:

The primary reason behind this is the need to establish a 3rd party custodian. This is to comply with the Government Accounting Standards Board's (GASB's) best practices. In addition, it is a new requirement of Morgan Stanley and is even recommended in the City's current investment policy. This synchronizes Morgan Stanley's practices for government entities across all 50 states. In order to facilitate the change, a new type of Morgan Stanley account will need to be opened to deliver the City's securities to the custodian. Everything else we typically do with Morgan Stanley will be the same and continue on as the City has done for the last many years.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING PERSONS TO PROVIDE INVESTMENT INSTRUCTIONS TO MORGAN STANLEY SMITH BARNEY LLC ON BEHALF OF THE CITY; ESTABLISHING RULES FOR A DELIVERY VERSUS PAYMENT (DVP) ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a long-term client relationship with Morgan Stanley Smith Barney LLC (Morgan Stanley) as the City's broker/dealer; and

WHEREAS, Delivery versus payment (DVP) is a securities method that guarantees the transfer of securities only happens after payment has been made; and

WHEREAS, Morgan Stanley is requiring the City to establish a DVP account and authorize the specific City officials who are authorized to provide investment instructions to Morgan Stanley, which investment funding will be processed through the DVP account.

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

Section 1. That Morgan Stanley is hereby authorized to accept investment instructions and other instructions from Michael P. Pleus, City Manager, and Daniel A. Stauffer, Jr., Finance Director ("Authorized Persons").

Section 2. That the Authorized Persons are, and each of them hereby is, authorized and empowered to the fullest extent possible, to act on behalf of the City, to establish and maintain with Morgan Stanley one or more DVP Accounts for the purpose of purchasing, investing in, or otherwise acquiring, selling, transferring, exchanging and generally dealing in and with, cash and any and all forms of securities and financial instruments, including, but not limited to, shares, stocks, bonds, debentures, notes, script, participation certificates, rights to subscribe, warrants and certificate of deposit.

Section 3. That, without obligation on Morgan Stanley's part to inquire, any Authorized Person shall have the fullest authority on behalf of the City to provide instructions or take such actions with respect to the DVP Account, including but not limited to, the authority to:

- a. Give written or oral instructions to Morgan Stanley with respect to any securities, transaction or service offered in connection with the DVP Account;
- b. Deposit or withdraw money, securities and other property of the City to and from the DVP Account;
- c. Bind the City to any contract, arrangement or transaction with or through Morgan Stanley;
- d. Make payments related to the DVP Account by checks and/or drafts drawn upon the funds of the City;
- e. Endorse any securities in order to pass ownership thereof or for any other purposes;
- f. Direct the sale or exercise of any rights with respect to securities in the DVP Account;

- g. Sign releases and powers of attorney and enter into contracts and agreements, including, but not limited to, any Morgan Stanley account agreements and documentation relating to online services, electronic fund transfers and other services which are or may be offered in connection with DVP Account, as such documents may be modified from time to time, and any documentation permitted or contemplated by such agreements, products and services, and to affix the seal of the City to same when necessary;
- h. Direct Morgan Stanley to surrender securities to the proper agent or parry for the purpose of effecting any exchange, conversion, or otherwise; and
- i. Take any and all action in connection with the DVP Account.

Section 4. That any Authorized Person may appoint any person(s) (“Designated persons”) to:

- a. Conduct trading in the DVP Account;
- b. Endorse any securities, or to make, execute and deliver, under the seal of the City or otherwise, any instrument of assignment and/or transfer necessary or proper to pass title to such securities; or
- c. Provide instructions to effect electronic fund transfers.

Section 5. That each Authorized Person is empowered and authorized to do all the things each deems necessary to implement this Resolution.

Section 6. That Morgan Stanley may deal with any and all of the persons directly or indirectly empowered by this Resolution as though dealing with the City directly.

Section 7. That the duly designated officers are hereby authorized and empowered to certify to Morgan Stanley, under the seal of the City, or otherwise:

- a. A true, correct and complete copy of this Resolution;
- b. Specimen signatures of each Authorized Person and each Designated Person empowered by this Resolution, if so requested by Morgan Stanley; and
- c. A certificate (which, if required by Morgan Stanley, shall be supported by an opinion of the general counsel of the City, or other counsel satisfactory to Morgan Stanley) that the City is duly organized and in good standing, that the City’s Charter authorizes the action or business described in this Resolution, and that no limitation has been imposed upon such powers by constitution, statute, regulation, charter, bylaw or otherwise.

Section 8. That Morgan Stanley may rely upon any certification given in accordance with this Resolution as continuing fully effective unless and until Morgan Stanley shall receive written notice of an amendment, modification or rescission of this Resolution. That Morgan Stanley shall not be liable for any action taken upon instruction of any Authorized Person or Designated person prior to Morgan Stanley’s actual receipt of written notice of the termination or impairment of such person’s authority. The failure to supply any specimen signature shall not invalidate any transaction which is in accordance with authority previously granted. That the City shall indemnify and hold harmless Morgan Stanley and any of its subsidiaries and affiliates from any and all claims that a transaction was unauthorized or outside the scope of the City’s powers, if such transaction was authorized by any of the Authorized Persons or Designated persons.

Section 9. That in the event of any change in the office or powers of persons hereby empowered, the dually designated officer shall certify such changes to Morgan Stanley, in writing, which certification, when Morgan Stanley receives it, shall terminate the powers of the persons previously authorized and empower the persons thereby substituted in accordance with all the provisions of this Resolution.

Section 10. That the City hereby authorizes Morgan Stanley to charge any amount due to Morgan Stanley under any arrangement with the City, against any or all of the accounts and other property of the City held with Morgan Stanley or any of its affiliates, with the City remaining liable for any deficiency and each Authorized Person or Designated person is authorized and directed to pay to Morgan Stanley by checks and/or drafts drawn upon the funds of the City such sums as may be necessary to discharge the City's obligations to Morgan Stanley.

Section 11. That the City agrees that Morgan Stanley may apply this Resolution to any DVP Accounts in the name of the City.

Section 12. This Resolution shall become effective upon its adoption.

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

DVP Account Application and DVP Client Agreement*

For Partnerships, Limited Liability Entities, Sole Proprietorships, Corporations and Unincorporated Associations Accounts

Instructions

To ensure prompt processing of your account(s):

1. Please provide the requested information and make the requested elections on pages 2-5.
2. Depending on the entity type, enter the name of the entity in the appropriate section on page 5 or 6.
 - Accounts for corporations require the separate Authorized Persons and Enabling Resolutions for Corporations for DVP Accounts document to be signed and returned.
 - Accounts for unincorporated entities require the separate Authorized Persons and Enabling Resolutions for Municipalities and Certain Other Unincorporated Entities for DVP Accounts document to be signed and returned.
3. Enter the name and legal address and provide or verify the Tax Identification Number of the entity on page 8.
4. All authorized person(s) must state their title, sign and date where designated on page 9.
5. Please return pages 1-9, starting with this page. Please retain the attached DVP Client Agreement for your records.

PLEASE NOTE: This application can be used to open a variety of entity accounts—your signature(s) only serves as an agreement to the certification that applies to the specific account type you are opening.

Important Information About This Application

To open and maintain your DVP account(s), each client must acknowledge receipt of and agree to the terms and conditions of the Morgan Stanley Smith Barney LLC (“Morgan Stanley”)¹ DVP Client Agreement (“DVP Client Agreement”), any ancillary services you have elected to receive, any relevant disclosures that are contained in this application, and any other agreement relevant to your DVP Account. Each client must provide or verify their SSN or TIN and attest to the accuracy of the DVP instructions. If you transmit an executed copy of the DVP Client Agreement or other required documentation by facsimile, portable document format (“PDF”) or by any other electronic method approved by Morgan Stanley, you agree to be bound by such electronic versions.

Account Linking Service

To minimize the number of separate mailings you receive, we offer an automatic Account Linking Service. Our Account Linking Service allows you to receive multiple account statements and other important information together in a single envelope, in a consolidated format, with a summary page showing the value of each linked account. Accounts with the same mailing address, branch, Financial Advisor, and SSN(s) or TIN(s) (“Account Link Group”) will be subject to Morgan Stanley’s automatic Account Linking Service. There is no charge for this service. After an account has been identified as eligible for automatic Account Linking, but before the account is added to an Account Link Group, you will see a message on your account statement advising you that the new account will be added during the following statement cycle. Upon receipt of your next account statement, all eligible linked account statements will be consolidated into a single envelope. *If you do not wish to take advantage of the automatic Account Linking Service you may opt-out of this service by contacting the Morgan Stanley team servicing your account(s).*

You may request to add accounts to an Account Link Group that have different SSNs or TINs, provided all other eligibility rules are met. You understand that if you link your account(s) with account(s) owned by others, your personal and financial information will be provided to such other account owner(s) by virtue of being included in an Account Link Group. With Account Linking, your consolidated statement can be accessed online through a single Morgan Stanley Online sign-on if you are an owner, or are authorized to view or transact on an account.

* “DVP” as used herein includes delivery versus payment and receive versus payment. “DVP Account” as used herein includes delivery versus payment and receive versus payment accounts.

¹ Morgan Stanley Smith Barney LLC is a registered broker-dealer, not a bank. Where appropriate, we have entered into arrangements with licensed banks and other third parties to assist in offering certain services. U.S. bank-issued certificates of deposit purchased through Morgan Stanley, Global Currency deposits, savings deposits and the Bank Deposit Program are insured by the FDIC up to applicable limits. All other investment products are not FDIC insured, are not a deposit or other obligation of a depository institution, and are not guaranteed by a depository institution. You further understand that all other investment products are subject to investment risks, including the possible loss of the principal amount invested.



USA PATRIOT Act² Notice

Important information about procedures for opening a new account or establishing a new relationship: To help the U.S. government fight the funding of terrorism and money laundering activities, federal law requires all U.S. financial institutions to obtain, verify, and record information that identifies each individual or legal entity that opens an account or establishes a customer relationship with Morgan Stanley. Federal law also requires all U.S. financial institutions to obtain, verify, and record information that identifies the Beneficial Owner(s) and Key Controller of a legal entity that opens an account or establishes a customer relationship with Morgan Stanley.

What this means for you: When you open a new account or enter into a new customer relationship with Morgan Stanley, we will ask for your name, legal address, date of birth, SSN (as applicable) and other identification information. In addition, we will ask for the names, legal addresses, dates of birth, SSNs (as applicable) and other identification information of the Beneficial Owner(s) and Key Controller of a legal entity. This information will be used to verify your identity as well as the identity of the Beneficial Owner(s) and Key Controller. As appropriate, we may, in our discretion, ask for additional documentation or information. If all required documentation or information is not provided, Morgan Stanley may not be able to open a DVP Account or maintain a relationship with you.

Beneficial Owner(s)

Nonprofit legal entities please skip to the Key Controller section below

Please provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns **25 percent or more** of the equity interests of the General Partnership, Limited Liability Entity or Corporation including a Personal Holding Company of the legal entity named in this account application.

☒ **Beneficial Owner Not Applicable** (Check this box and skip to the Key Controller section if there is no individual that meets the definition of a Beneficial Owner stated above.)

You must inform Morgan Stanley of any changes to the Beneficial Owner information provided including if/when any individual becomes a 25 percent or more Beneficial Owner.

Beneficial Owner 1			
INDIVIDUAL NAME			
STREET ADDRESS			
CITY	STATE	ZIP	COUNTRY
DATE OF BIRTH	ONLY COMPLETE IF NO SSN AVAILABLE³: GOVERNMENT-ISSUED IDENTIFICATION TYPE		
SSN	IDENTIFICATION NUMBER		
	COUNTRY OF ISSUANCE		
	ISSUANCE DATE		EXPIRATION DATE

Beneficial Owner 2			
INDIVIDUAL NAME			
STREET ADDRESS			
CITY	STATE	ZIP	COUNTRY
DATE OF BIRTH	ONLY COMPLETE IF NO SSN AVAILABLE³: GOVERNMENT-ISSUED IDENTIFICATION TYPE		
SSN	IDENTIFICATION NUMBER		
	COUNTRY OF ISSUANCE		
	ISSUANCE DATE		EXPIRATION DATE

² The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56 (2001).

Beneficial Owner 3			
INDIVIDUAL NAME			
STREET ADDRESS			
CITY	STATE	ZIP	COUNTRY
DATE OF BIRTH	ONLY COMPLETE IF NO SSN AVAILABLE³: GOVERNMENT-ISSUED IDENTIFICATION TYPE _____		
SSN _____	IDENTIFICATION NUMBER _____ COUNTRY OF ISSUANCE _____ ISSUANCE DATE _____ EXPIRATION DATE _____		

Beneficial Owner 4			
INDIVIDUAL NAME			
STREET ADDRESS			
CITY	STATE	ZIP	COUNTRY
DATE OF BIRTH	ONLY COMPLETE IF NO SSN AVAILABLE³: GOVERNMENT-ISSUED IDENTIFICATION TYPE _____		
SSN _____	IDENTIFICATION NUMBER _____ COUNTRY OF ISSUANCE _____ ISSUANCE DATE _____ EXPIRATION DATE _____		

Key Controller

(This section must be completed for all General Partnerships, Limited Liability Entities, Corporations including a Personal Holding Company, and Nonprofit Legal Entities)

Please provide the following information for one individual with significant responsibility to control, manage, or direct the legal entity named in this application, such as:

- An executive officer or senior manager (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer); or
- Any other individual who regularly performs similar functions.

(Where applicable, an individual listed under the **Beneficial Owner(s)** section above may also serve as a **Key Controller** and be listed below.)

You must inform Morgan Stanley of any changes to the Key Controller information provided.

Key Controller			
INDIVIDUAL NAME Daniel Stauffer			
STREET ADDRESS 120 S Florida Ave			
CITY Deland	STATE FL	ZIP 32720	COUNTRY USA
DATE OF BIRTH 01/01/1970	ONLY COMPLETE IF NO SSN AVAILABLE³: GOVERNMENT-ISSUED IDENTIFICATION TYPE _____		
SSN _____	IDENTIFICATION NUMBER _____ COUNTRY OF ISSUANCE _____ ISSUANCE DATE _____ EXPIRATION DATE _____		
TITLE/RESPONSIBILITY OF KEY CONTROLLER AT LEGAL ENTITY: Finance Director			

³ Where a social security number is unavailable, Non-U.S. Persons may provide a passport number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Trusted Contact Authorization

While you are not required to provide Morgan Stanley with a Trusted Contact, by completing this section, you designate the person(s) listed below as your trusted contact person(s) ("Trusted Contact"). Your Trusted Contact(s) must be an individual 18 years of age or older. You understand that Morgan Stanley is authorized, in our discretion, unless required by applicable law, regulation or rule, to contact your Trusted Contact(s) and disclose information about you and/or your account(s) in order to address possible financial exploitation, confirm the specifics of your current contact information, health status, and/or the identity of any legal guardian, executor, trustee or holder of a power of attorney or as otherwise permitted by the Rules of the Financial Industry Regulatory Authority ("FINRA").

This Trusted Contact Authorization does not grant your Trusted Contact(s) trading authorization or any other authority to make decisions on your behalf. Morgan Stanley is authorized, but not obligated, unless required by law, regulation or rule, to contact the Trusted Contact(s) listed below. Where multiple Trusted Contacts are listed, we may contact one or more Trusted Contacts in any order we deem appropriate.

Please provide us with the information requested below.

Trusted Contact Person			
NAME OF TRUSTED CONTACT			
MAILING ADDRESS	RELATIONSHIP/WHICH ACCOUNT OWNER		
	CITY	STATE	ZIP
PHONE NUMBER(S)	EMAIL ADDRESS		

Trusted Contact Person			
NAME OF TRUSTED CONTACT			
MAILING ADDRESS	RELATIONSHIP/WHICH ACCOUNT OWNER		
	CITY	STATE	ZIP
PHONE NUMBER(S)	EMAIL ADDRESS		

Trusted Contact Person			
NAME OF TRUSTED CONTACT			
MAILING ADDRESS	RELATIONSHIP/WHICH ACCOUNT OWNER		
	CITY	STATE	ZIP
PHONE NUMBER(S)	EMAIL ADDRESS		

Trusted Contact Person			
NAME OF TRUSTED CONTACT			
MAILING ADDRESS	RELATIONSHIP/WHICH ACCOUNT OWNER		
	CITY	STATE	ZIP
PHONE NUMBER(S)	EMAIL ADDRESS		

Electronic Delivery (eDelivery)

☐ Check this box if you would like to enroll in Electronic Delivery of all eligible eDelivery Documents (as defined in the DVP Client Agreement) and agree to be bound by the Electronic Delivery terms set forth in the DVP Client Agreement.

Note: acceptance of additional online eDelivery Terms and Conditions is required.

As a client enrolled in eDelivery, you will receive electronic notifications that certain documents are available for review electronically in lieu of receiving hard copies of such documents. These notifications will be sent to the email address that you provide below. At your first log-in to www.morganstanley.com/online there will be an email verification process that must be completed before electronic delivery can commence. Any account(s) you open in the future that are linked to your existing account(s) will also be enrolled in eDelivery.

Please send all eDelivery notifications to the following email address:

EMAIL

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Automatic Enrollment in Morgan Stanley's Class Action Service

Please note that your account(s) is automatically enrolled in Morgan Stanley's Class Action Service (the "Class Action Service").

The Class Action Service authorizes Morgan Stanley to automatically file a claim on your behalf if Morgan Stanley receives notice of a potential class action lawsuit that impacts securities purchased in your account(s) ("Impacted Security"). If it is determined that you are entitled to any class action settlement, you will receive a credit to your account(s) in which the purchase of the Impacted Security took place if that account(s) remains open or, if a settlement is received after that account(s) is closed, a check will be mailed to the most recent address that we have on file for you.

The Class Action Service is administered by Broadridge Investor Communication Solutions, Inc. ("Broadridge"). In exchange for administering the Class Action Service, **Broadridge will deduct 6% from any class action settlement payment received on your behalf.**

You agree to be bound by the Class Action Service section in the Client Agreement. If you would like to opt out of the Class Action Service, please contact a member of the Morgan Stanley team servicing your account(s).

Prime Brokerage

☐ **Check this box if you are using a Prime Broker(s)**

Name(s) of Prime Broker(s): _____

You must sign a separate Prime Brokerage Clearance Services Agreement (Form 151) for each Prime Broker that you are using. Form 151 will be provided to you by your Financial Advisor upon receipt by Morgan Stanley of "Form 1 Schedule A" from the Prime Broker that you have selected verifying their role as Prime Broker for your Morgan Stanley DVP Account.

DVP Instructions

CLEARING AGENT NAME

AGENT CLEARING NUMBER

ADDRESS OF CLEARING AGENT

INSTITUTIONAL ID NUMBER

AGENT ID NUMBER

ACCOUNT TITLE AT CLEARING AGENT

ACCOUNT NUMBER AT CLEARING AGENT

Sole Proprietorship Certification

The full name of the Sole Proprietorship is: _____

In consideration of Morgan Stanley opening and maintaining one or more DVP Accounts for the Sole Proprietorship named above, you, the undersigned hereby certifies as follows:

1. That no other person has any interest in the Sole Proprietorship identified herein and that you are the sole owner thereof.
2. You agree to indemnify Morgan Stanley, its subsidiaries, affiliates, successors and assigns and its employees and hold each of them harmless from any and all claims, liabilities, and expenses which may arise from accepting instructions (including, but not limited to, instructions related to investments, withdrawals, distributions, contributions and transfers) from you or any other person or entity authorized to act on behalf of the Sole Proprietorship or which may arise from continued reliance on this Certification. The provisions of this paragraph shall survive the termination of the Sole Proprietorship or the DVP Account.
3. You agree to notify Morgan Stanley in writing of any change to your authority or the authority of any other person or entity authorized to act on behalf of the Sole Proprietorship, or any other event which could materially alter the representations made in this Certification. You further agree to notify Morgan Stanley, in advance and in writing, if any other person or entity is given authority to act on behalf of the Sole Proprietorship. Morgan Stanley may rely on the continued validity of this Certification indefinitely, absent actual receipt of such written notice.
4. You agree that Morgan Stanley may apply this Certification to any DVP Accounts in the name of the entity named above. You further agree that all of the terms, conditions, authorizations and representations shall apply to all such DVP Accounts.

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General Partnership Certification

The full name of the General Partnership is: _____

In consideration of Morgan Stanley opening and maintaining one or more DVP Accounts for the above named partnership of which the undersigned are the General Partners (the "Partnership"), the General Partners jointly and severally certify that, in connection with the DVP Account, each General Partner has the authority on behalf of the Partnership:

1. to buy and sell through Morgan Stanley, stocks, bonds, mutual funds and other securities;
2. to receive demands, notices, confirmations, DVP Account statements and other communications;
3. to deposit and withdraw money, securities and property of every kind to and from the DVP Account;
4. to make agreements relating to any of the foregoing matters, or the DVP Account generally, and to terminate, modify or waive any of the provisions of same; and
5. to deal with Morgan Stanley as fully and completely as if the DVP Account were in the General Partner's name alone.

This authority hereby conferred shall remain in force until written notice of its revocation is delivered to Morgan Stanley at the office servicing the DVP Account.

The General Partners, on behalf of the Partnership and individually, agree to jointly and severally indemnify Morgan Stanley, its subsidiaries, affiliates, successors and assigns and its employees and hold each of them harmless from any and all claims, liabilities, and expenses which may arise from any action, instruction or omission attributable to any General Partner(s) or which may arise from continued reliance on this Certification. The provisions of this paragraph shall survive the termination of either the Partnership or the DVP Account.

The General Partners agree to immediately notify Morgan Stanley in writing of the death, retirement, withdrawal or incompetency of any General Partner, the addition of a new General Partner, any amendment to the Partnership Agreement, or any other event which could materially alter the representations made in this Certification. Morgan Stanley may rely on the continued validity of this Certification indefinitely, absent actual receipt of such written notice.

If Morgan Stanley receives conflicting instructions from different General Partners, or reasonably believes instructions from one General Partner might conflict with the wishes of another General Partner, Morgan Stanley may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the DVP Account until written instructions signed by all General Partners are received; (c) close the DVP Account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other legal action deemed necessary to protect the interests of Morgan Stanley. The General Partners agree that Morgan Stanley retains the right to require joint action of all General Partners and/or authorized persons with respect to any activity relating to the DVP Account whenever such joint action may be deemed necessary in Morgan Stanley's sole discretion.

The General Partners agree that Morgan Stanley may apply this Certification to any DVP Accounts in the name of the entity listed above. The General Partners further agree that all of the terms, conditions, authorizations and representations contained herein shall apply to all such DVP Accounts.

Limited Liability Entity Agreement and Certification

The full name of the limited liability entity ("LLE"): _____

In consideration of Morgan Stanley opening and maintaining one or more DVP Accounts in the name of the above referenced LLE of which all the undersigned are Managing Member(s) or General Partner(s), the Managing Member(s)/General Partner(s) jointly and severally certify that, in connection with the DVP Account, each Managing Member/General Partner designated herein has the authority on behalf of the LLE:

1. to buy and sell through Morgan Stanley, stocks, bonds, mutual funds and any other securities;
2. to receive demands, notices, confirmations, DVP Account statements and other communications;
3. to deposit and withdraw money, securities and property of every kind to and from the DVP Account;
4. to make agreements relating to any of the foregoing matters, or the DVP Account generally, and to terminate, modify or waive any of the provisions of same; and
5. to deal with Morgan Stanley as fully and completely as if the DVP Account were in the Managing Member's/General Partner's name alone.

This authority hereby conferred shall remain in force until written notice of its revocation is delivered to Morgan Stanley at the office servicing the DVP Account.

The Managing Member(s)/General Partner(s) on behalf of the LLE and individually agree to jointly and severally indemnify Morgan Stanley, its subsidiaries, affiliates, successors and assigns and its employees and hold each of them harmless from any and all

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claims, liabilities, and expenses which may arise from any action, instruction or omission attributable to any Managing Member(s)/General Partner(s) or which may arise from continued reliance on this Certification. The provisions of this paragraph shall survive the termination of either the LLE or the DVP Account.

The Managing Member(s)/General Partner(s) and/or the LLE agree to immediately notify Morgan Stanley in writing of the death, retirement, withdrawal, incompetency of any Managing Member/General Partner, the addition of a new Managing Member/General Partner, any amendment to the LLE Agreement, or any other event which could materially alter the representations made in this Certification. Morgan Stanley may rely on the continued validity of this Certification indefinitely, absent actual receipt of such written notice.

If Morgan Stanley receives conflicting instructions from different Managing Member(s)/General Partner(s), or reasonably believes instructions from one Managing Member/General Partner might conflict with the wishes of another Managing Member/General Partner, Morgan Stanley may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the DVP Account until written instructions signed by all Managing Member(s)/General Partner(s) are received; (c) close the DVP Account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other legal action deemed necessary to protect the interests of Morgan Stanley.

The Managing Member(s)/General Partner(s) agree that Morgan Stanley retains the right to require joint action of all Managing Member(s)/General Partner(s) with respect to any activity relating to the DVP Account whenever such joint action may be deemed necessary in Morgan Stanley's sole discretion.

The Managing Member(s)/General Partner(s) agree that Morgan Stanley may apply this Agreement to any DVP Accounts in the name of the entity listed above. The Managing Member(s)/General Partner(s) further agree that all of the terms, conditions, authorizations and representations contained herein shall apply to all such DVP Accounts.

Agreements and Signatures

By either signing below or attesting through forms of electronic attestation acceptable to Morgan Stanley, you acknowledge receipt of and agree to the terms of the DVP Client Agreement, any ancillary services you have elected to receive, any relevant disclosures that are contained in this application and any other agreement relevant to your DVP Account, which by this reference are incorporated herein. You further agree that:

1. this DVP Account is also governed by the terms and conditions applicable to any ancillary services you have elected to receive and/or any other agreements you may have with Morgan Stanley or other providers of services related to your DVP Account. You agree that if you decline to participate in any services offered by Morgan Stanley at this time, but elect to do so in the future, you will be bound by the applicable terms in the DVP Client Agreement and any other agreements relating to such service(s) upon making such election(s).
2. Morgan Stanley may use this application and any certifications in connection herewith, including certain authorization forms, to, among other things, establish additional DVP Accounts for you. You understand and agree that, subject to any information you provide relating to any such additional DVP Accounts, the terms of the DVP Client Agreement and all certifications in connection herewith shall apply to any such additional DVP Accounts.
3. if you have provided one or more Trusted Contact(s) in the Trusted Contact Authorization section of this application, the information provided will be confirmed to you in writing. You understand and agree that your Trusted Contact(s) must be 18 years of age or older. You further understand and agree that we may, but are not obligated, unless required by applicable law, regulation or rule, to contact your Trusted Contact(s) and disclose information about you and/or your account(s) in order to address possible financial exploitation, confirm the specifics of your current contact information, health status, and/or the identity of any legal guardian, executor, trustee or holder of a power of attorney or as otherwise permitted by the Rules of FINRA. You may add, remove and/or change any or all of your Trusted Contacts at any time by contacting the Morgan Stanley team servicing your account(s). You acknowledge and agree that we will rely on your agreement to promptly notify us of any changes to your Trusted Contact(s). You further acknowledge that the Trusted Contact Authorization does not constitute a trading authorization or power of attorney and does not authorize your Trusted Contact(s) to make any decisions on your behalf regarding your account(s), including, but not limited to, making changes to your beneficiary designations.
4. unless you have opted out by contacting a member of the Morgan Stanley team servicing your account, your account(s) is automatically enrolled in the Morgan Stanley Class Action Service and you agree to be bound by the Class Action Service Terms and Conditions available at https://www.morganstanley.com/content/dam/msdotcom/en/assets/pdfs/Class_Action_Service.pdf.
5. you represent that you are fully capable of understanding the English language. You agree that English is the governing language for all of your accounts as well as all agreements, documents and services provided by Morgan Stanley. You understand that we will rely

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on this as a material representation in agreeing to open and maintain your account(s). If necessary, you agree to consult your own independent professional to assist you in understanding any material provided to you. If any document, communication or other material is provided to you by Morgan Stanley in a language other than English, you agree that such material is meant as a courtesy translation only and is not binding.

6. if you, or any other account owner, or authorized person on your DVP Account is, or has been, a "Politically Exposed Person" ("PEP"),⁴ or is a corporation, business or entity that is closely aligned with a PEP such that it is subject to due diligence as a PEP ("PEP Entity"),⁵ you confirm that you have disclosed this fact to Morgan Stanley and have provided the necessary information required by law to open and/or to service your DVP Account. You also agree that if you, or, any other account owner, or authorized person on your DVP Account(s), is, has been, or becomes a Sanctioned Person, you will immediately notify Morgan Stanley. Further, you agree that you will not use your DVP Account(s), or permit your DVP Account(s) to be used, for any transactions: (i) with, involving or for the benefit of, any Sanctioned Person (excluding legally permissible transactions in debt or equity issued by an entity designated on OFAC's Sectoral Sanctions Identifications List); or (ii) in any other manner that would cause either you or Morgan Stanley to violate any Sanctions.⁶
7. by providing the Beneficial Owner(s) and Key Controller information requested in the sections above, you certify that you are opening the account on behalf of the legal entity named in this Account Application and, to the best of your knowledge, the information provided is complete and correct. You further agree to inform Morgan Stanley of any changes to the Beneficial Owner and Key Controller information provided including if/when any individual becomes a 25 percent or more Beneficial Owner.
8. you will use your DVP Account(s) solely for lawful purposes and will comply with all applicable laws, regulations and rules including, but not limited to, taxation, exchange and capital controls, and reporting and filing requirements.

Additional certifications for clients who are not U.S. Persons⁷

By either signing below or attesting through forms of electronic attestation acceptable to Morgan Stanley, you certify that:

- a. you are not a U.S. Person. You affirm, as applicable, that any photocopies of a passport or national identity card provided to Morgan Stanley by you or any individual related to your DVP Account are current, true and accurate. You agree to notify Morgan Stanley immediately in the event you become a U.S. Person.
- b. you have specifically requested investment services from Morgan Stanley of your own volition and you have requested that Morgan Stanley provide advice to you on a continuing basis.

City of DeLand

NAME OF ENTITY

ENTITY TAX IDENTIFICATION NUMBER

Legal Address of the Entity:

120 S Florida Ave

STREET ADDRESS (CANNOT BE PO BOX)

DeLand, FL 32720

CITY, STATE AND ZIP OR POSTAL CODE (AND COUNTRY IF OUTSIDE THE US)

⁴ A Politically Exposed Person or PEP is a current or former prominent public figure, an immediate family member of a prominent public figure, or a known close associate to a prominent public figure. A prominent public figure is a natural person currently or formerly entrusted with a senior public role or function (e.g., a senior official in the executive, legislative, military, administrative, or judicial branches of government). Immediate family members include the spouse/partner, parent, grandparent, sibling, child, step-child, or in-law of the prominent public figure. Known close associates include those individuals that are widely and publicly known to maintain a close relationship to the prominent public figure and can include anyone in any capacity, such as distant relatives, advisors, employees, and business representatives/agents.

⁵ A PEP Entity is any corporation, business or other entity that (1) has a prominent public figure that is a beneficial owner; or (2) has a key controller who is a prominent public figure (i.e., the prominent public figure exercises actual or effective control over the entity).

⁶ "Sanctions" means economic or financial sanctions or restrictive measures or trade embargoes imposed, administered or enforced from time to time by any of the following sanctions authorities: the U.S. government (including without limitation the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and the U.S. Department of State), the United Nations Security Council, and the European Union or any EU member state (including without limitation the Office of Financial Sanctions Implementation (OFSI) of Her Majesty's Treasury of the United Kingdom). "Sanctioned Person" means, at any time, (a) any government, entity, organization or individual (each a "Person") that is the target of any Sanctions, including Persons listed in any Sanctions-related list of designated sanctions targets maintained or administered by any of the above-mentioned sanctions authorities, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive territorial Sanctions.

⁷ A "U.S. Person" means any U.S. Person as defined in Regulation S under the U.S. Securities Act of 1933, as amended.

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Certifications of Authorized Persons

By signing below you certify, represent and warrant to Morgan Stanley that:

- (1) the number you have provided herein is your correct Social Security or Tax Identification Number and
- (2) the DVP Instructions and information provided are accurate and complete.

Your DVP Account(s) at Morgan Stanley is governed by a predispute arbitration clause (starting on page 8, paragraph 14 of the attached DVP Client Agreement). You acknowledge that you have received a copy of the DVP Client Agreement including the predispute arbitration clause.

Daniel Stauffer

NAME (PRINT)

120 S Florida Ave DeLand, FL 32720

PRIMARY RESIDENCE ADDRESS

Finance Director

TITLE

SOCIAL SECURITY NUMBER

01/01/1970

DATE OF BIRTH (MM/DD/YYYY)

FL

STATE OF WORK

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

NAME (PRINT)

PRIMARY RESIDENCE ADDRESS

TITLE

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YYYY)

STATE OF WORK

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

NAME (PRINT)

PRIMARY RESIDENCE ADDRESS

TITLE

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YYYY)

STATE OF WORK

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

NAME (PRINT)

PRIMARY RESIDENCE ADDRESS

TITLE

SOCIAL SECURITY NUMBER

DATE OF BIRTH (MM/DD/YYYY)

STATE OF WORK

SIGNATURE (SIGN IN THE BOX)

DATE (MM/DD/YYYY)

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Morgan Stanley

LACDVPAB

NAO

For Internal Use Only

Branch No. Account No. FA/PWA No.

Authorized Persons and Enabling Resolutions for Municipalities and Certain Other Unincorporated Entities for DVP Accounts*

In consideration of Morgan Stanley Smith Barney LLC ("Morgan Stanley") opening and maintaining one or more DVP Accounts for the entity named below, I, the undersigned, hereby certify and agree as follows:

1. General Information

A. The full legal name of the entity (the "Client") to which this document applies is:

City of DeLand

NAME OF ENTITY

B. Is the entity a not-for-profit entity? ☒ Yes ☐ No

C. Type of Organization:

- | | | |
|--|--|--|
| ☒ Municipality/Government Entity | ☐ Union/Trade Association | ☐ Condo/Homeowners' Association |
| ☐ Educational Institution | ☐ Charitable/Religious Organization | ☐ Native American Tribe/Tribally Chartered Entity |
| ☐ Private Foundation/Foundation | ☐ Business Trust | ☐ Other _____ |
| ☐ Civic Club/Assoc. | | DESCRIBE |

2. Authorized Persons

Morgan Stanley is hereby authorized to accept investment instructions and other instructions from the officers of the Client and/or other individuals listed below ("Authorized Persons"). This authority includes, but is not limited to, the authority to make distributions (e.g., of cash or securities) and transfers to anyone, including the undersigned officers and/or other individuals.

If Morgan Stanley receives conflicting instructions from different Authorized Persons, or reasonably believes instructions from one Authorized Person might conflict with the wishes of another Authorized Person, Morgan Stanley may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the DVP Account until written instructions signed by all Authorized Persons are received; (c) close the DVP Account and deliver all securities and other property, net of debits or liabilities, to the address of record; and /or (d) take such other legal action deemed necessary to protect the interests of Morgan Stanley.

(ALL AUTHORIZED PERSONS MUST COMPLETE THIS SECTION, EVEN IF ALSO SIGNING ON BEHALF OF THE CLIENT AT THE END OF THIS DOCUMENT.)

Daniel Stauffer

120 S Florida Ave DeLand, FL 32720

NAME (PRINT)

PRIMARY RESIDENCE ADDRESS

Finance Director

01/01/1970

FL

TITLE

SOCIAL SECURITY NUMBER

DATE OF BIRTH

STATE OF WORK

SIGNATURE

Michael Pleus

120 S Florida Ave DeLand, FL 32720

NAME (PRINT)

PRIMARY RESIDENCE ADDRESS

City Manager

01/01/1970

FL

TITLE

SOCIAL SECURITY NUMBER

DATE OF BIRTH

STATE OF WORK

SIGNATURE

*"DVP" as used herein includes delivery versus payment and receive versus payment. "DVP Account" as used herein includes delivery versus payment and receive versus payment accounts.

AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR MUNICIPALITIES
AND CERTAIN OTHER UNINCORPORATED ENTITIES FOR DVP ACCOUNTS
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LACDVPMU

NAO

For Internal Use Only

Branch No.

Account No.

FA/PWA No.

NAME (PRINT)

PRIMARY RESIDENCE ADDRESS

TITLE

SOCIAL SECURITY NUMBER

DATE OF BIRTH

STATE OF WORK

SIGNATURE

NAME (PRINT)

PRIMARY RESIDENCE ADDRESS

TITLE

SOCIAL SECURITY NUMBER

DATE OF BIRTH

STATE OF WORK

SIGNATURE

3. Enabling Resolutions

The following is a full, true and correct copy of the Resolutions duly adopted by vote of the Board of Trustees, Council or other governing body, referred to as the "Board" of the Client, which Resolutions have not been rescinded or modified and are in full force and effect. The Client further represents and warrants that: (1) these Resolutions are in accord with and pursuant to the Client's underlying charter and bylaws; (2) these Resolutions are in accord with all constitutional, statutory and regulatory provisions pertaining to the Client; (3) the Client is empowered to take the actions called for by these Resolutions; (4) the Client is duly organized, validly existing and in good standing under all applicable federal, state and/or tribal laws or the laws of a non-U.S. jurisdiction; and (5) the persons designated herein as officers of the Client have been duly installed and now hold the offices set forth by their respective names and their signatures.

RESOLVED:

FIRST, that the Authorized Persons are, and each of them hereby is, authorized and empowered to the fullest extent possible, to act on behalf of the Client, to establish and maintain with Morgan Stanley one or more DVP Accounts for the purpose of purchasing, investing in, or otherwise acquiring, selling, transferring, exchanging and generally dealing in and with, cash and any and all forms of securities and financial instruments, including, but not limited to, shares, stocks, bonds, debentures, notes, script, participation certificates, rights to subscribe, warrants and certificates of deposit.

SECOND, that, without obligation on Morgan Stanley's part to inquire, any Authorized Person shall have the fullest authority on behalf of the Client to provide instructions or take such actions with respect to the DVP Account, including but not limited to, the authority to:

- (a) give written or oral instructions to Morgan Stanley with respect to any securities, transaction or service offered in connection with the DVP Account;
- (b) deposit or withdraw money, securities and other property of the Client to and from the DVP Account;
- (c) bind the Client to any contract, arrangement or transaction with or through Morgan Stanley;
- (d) make payments related to the DVP Account by checks and/or drafts drawn upon the funds of the Client;
- (e) endorse any securities in order to pass ownership thereof or for any other purpose;
- (f) direct the sale or exercise of any rights with respect to securities in the DVP Account;
- (g) sign releases and powers of attorney and enter into contracts and agreements, including but not limited to, any Morgan Stanley account agreements and documentation relating to online services, electronic fund transfers and other services which are or may be offered in connection with the DVP Account, as such documents may be modified from time to time, and any documentation permitted or contemplated by such agreements, products and services, and to affix the seal of the Client to same when necessary;

AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR MUNICIPALITIES
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(h) direct Morgan Stanley to surrender securities to the proper agent or party for the purpose of effecting any exchange, conversion, or otherwise; and

(i) take any and all action in connection with the DVP Account.

THIRD, that any Authorized Person may appoint any person(s) ("Designated Persons") to:

(a) conduct trading in the DVP Account;

(b) endorse any securities, or to make, execute and deliver, under the seal of the Client or otherwise, any instrument of assignment and/or transfer necessary or proper to pass title to such securities; or

(c) provide instructions to effect electronic fund transfers.

FOURTH, that each Authorized Person is empowered and authorized to do all things each deems necessary to implement these Resolutions.

FIFTH, that Morgan Stanley may deal with any and all of the persons directly or indirectly empowered by these Resolutions as though dealing with the Client directly.

SIXTH, that the duly designated officer is hereby authorized and empowered to certify to Morgan Stanley, under the seal of the Client or otherwise:

(a) a true, correct and complete copy of these Resolutions;

(b) specimen signatures of each Authorized Person and each Designated Person empowered by these Resolutions, if so requested by Morgan Stanley; and

(c) a certificate (which, if required by Morgan Stanley, shall be supported by an opinion of the general counsel of the Client, or other counsel satisfactory to Morgan Stanley) that the Client is duly organized and in good standing, that Client's charter authorizes the action or business described in these Resolutions, and that no limitation has been imposed upon such powers by constitution, statute, regulation, charter, bylaw or otherwise.

SEVENTH, that Morgan Stanley may rely upon any certification given in accordance with these Resolutions as continuing fully effective unless and until Morgan Stanley shall receive written notice of an amendment, modification or rescission of these Resolutions. Further resolved that Morgan Stanley shall not be liable for any action taken or not taken upon instruction of any Authorized Person or Designated Person prior to Morgan Stanley's actual receipt of written notice of the termination or impairment of such person's authority. The failure to supply any specimen signature shall not invalidate any transaction which is in accordance with authority previously granted. Further resolved that the Client shall indemnify and hold harmless Morgan Stanley and any of its subsidiaries and affiliates from any and all claims that a transaction was unauthorized or outside the scope of the Client's powers, if such transaction was authorized by any of the Authorized Persons or Designated Persons.

EIGHTH, that in the event of any change in the office or powers of persons hereby empowered, the dually designated officer shall certify such changes to Morgan Stanley, in writing, which certification, when Morgan Stanley receives it, shall terminate the powers of the persons previously authorized and empower the persons thereby substituted in accordance with all the provisions of these Resolutions.

NINTH, that the Client hereby authorizes Morgan Stanley to charge any amount due to Morgan Stanley under any arrangement with the Client, against any or all of the accounts and other property of the Client held with Morgan Stanley or any of its affiliates, with the Client remaining liable for any deficiency and each Authorized Person or Designated Person is authorized and directed to pay to Morgan Stanley by checks and/or drafts drawn upon the funds of the Client such sums as may be necessary to discharge the Client's obligations to Morgan Stanley.

TENTH, that the Client agrees that Morgan Stanley may apply these Resolutions to any DVP Accounts in the name of the Client.

AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR MUNICIPALITIES
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The following three (3) resolutions are applicable only to Native American Tribes/Tribally Chartered Entities:

ELEVENTH, that Section 12 of the DVP Client Agreement is modified to include the following language:

“ The Client agrees:

- (a) that the Client expressly and irrevocably agrees to a limited waiver of its immunity from suit as well as its rights to seek or exhaust tribal remedies and that the waiver granted herein includes the arbitration of disputes as contemplated by Section 12 of the DVP Client Agreement, as well as any actions in any court of competent jurisdiction to compel arbitration and to enforce an arbitration award;
- (b) that binding arbitration shall be the exclusive formal remedy for all disputes, controversies or claims between the Client and Morgan Stanley, including its agents, assigns or affiliates (collectively, “Morgan Stanley”), as further described in Section 12 of the DVP Client Agreement;
- (c) that such arbitration shall provide final and binding resolution of any dispute between the parties;
- (d) that the waivers of sovereign immunity and of the right to demand exhaustion of tribal remedies shall survive the expiration, termination or cancellation of the DVP Client Agreement and the closing of the Client’s DVP Account; and
- (e) that, if enforcement of an arbitration award or a judicial order becomes necessary by reason of the failure of one or both parties to voluntarily comply, the Client waives its sovereign immunity from any final judgment or order of a court of competent jurisdiction enforcing such arbitration award or judicial order.”

TWELFTH, that the Client certifies that none of the monies, securities, funds or other property invested or to be invested by the Client in accordance with the DVP Client Agreement and these Resolutions, or paid or to be paid to Morgan Stanley in accordance with the DVP Client Agreement and these Resolutions, constitute (a) funds held by the United States in trust for the Client or for members of the Client, or (b) funds obtained by the Client from the United States of America or any State government or agency for the purpose of carrying out projects or programs specified by the United States of America or any State government or agency, other than funds received by the Client, pursuant to one or more guarantee contracts with the United States Department of Housing and Urban Development (“HUD”), for the purpose of funding affordable housing activities under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq.).

THIRTEENTH, that the Client certifies, to the extent the Client is investing funds that are part of a tribal trust fund for minor members of the Client or subject to the requirements of a tribal trust fund or a HUD depository agreement, that investment instructions provided by the Client to Morgan Stanley with respect to such funds will comply with all legal requirements applicable to such funds.

IN WITNESS WHEREOF, I have hereunto affixed my hand (and the seal of the Client).

Daniel Stauffer

PRINT NAME OF DULY AUTHORIZED OFFICER

SIGNATURE OF DULY AUTHORIZED OFFICER

DATE (MM/DD/YYYY)

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Morgan Stanley

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AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR MUNICIPALITIES
AND CERTAIN OTHER UNINCORPORATED ENTITIES FOR DVP ACCOUNTS
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PAN Account No.

P A N

Single Advisory Contract

City of DeLand

ACCOUNT NAME

Instructions

1. Please sign and date this Single Advisory Contract where designated on Part I, page 2.
2. Please return the original signed and dated Part I (pages 1-2).

This Agreement governs the terms of your existing and future investment advisory accounts and relationships with Morgan Stanley Smith Barney LLC (“Morgan Stanley,” “us” or “we”).

PART I. IMPORTANT INFORMATION AND SIGNATURE PAGE

To open and maintain your account, each client (“client” or “you”) must acknowledge receipt of and agree to the terms and conditions of this Morgan Stanley Single Advisory Contract, including this Part I and the attached Parts II and III (collectively, the “Agreement”) and relevant disclosures that are contained in your new account opening materials. If you transmit an executed copy of the Agreement or other required documentation either by facsimile or via portable document format (“PDF”), you agree to be bound by such electronic versions.

Please note that the execution of this Agreement permits us to open your initial investment advisory account, as well as additional investment advisory accounts for you over time, and/or to change from one investment advisory program to another, based on your instruction to do so (which may be verbal). The execution of this Agreement does not establish an investment advisory account. You will also be required to complete and execute any other necessary account documentation. If you do not already have an investment advisory account at Morgan Stanley, we will open your initial investment advisory account for you within a reasonable amount of time after the execution of this Agreement, generally not to exceed ninety (90) days, upon completion and execution of any other required account documentation. Until we open an investment advisory account, your assets will be held in a brokerage account for which you will be solely responsible for

making any investment decisions with respect to the assets. During such time, Morgan Stanley will not act as an investment advisor with respect to the assets in the brokerage account.

Our written confirmation of the opening of your investment advisory account will identify the program that you have chosen and the advisory fee you have agreed to. If you believe that the information contained in the written confirmation is incorrect, please contact your Financial Advisor or Private Wealth Advisor (collectively, “Financial Advisor”) immediately.

Acknowledgments, Agreements and Signatures

By signing below, you understand, acknowledge and agree as follows:

- (1) That you are bound by all of the provisions of this Agreement, including this Part I and the attached Parts II and III;
- (2) You understand that if you decline to participate in any of Morgan Stanley’s services today, but elect to do so in the future, you agree to be bound by the applicable terms in this Agreement and any other agreements relating to such service at that time;
- (3) You consent to waive the receipt of trade confirmations after the completion of each trade, if applicable, in accordance with the terms set forth in Part III, Section 4 under “Trade Confirmations”;
- (4) You consent to the electronic delivery of certain documentation and disclosure in accordance with the terms set forth in Part III, Section 6; and
- (5) You have read and understand the disclosure, starting on pg. 3 related to Transitioning from a Brokerage Account to an Advisory Program; and
- (6) **This Agreement contains a predispute arbitration clause (in Part III, Section 9 on page 19), under which you agree to arbitrate any disputes with us, and your election on the delivery of trade confirmations and Electronic Delivery set out above. By signing below, you acknowledge receiving**

MORGAN STANLEY SMITH BARNEY LLC—SINGLE ADVISORY CONTRACT
(07/2022) CGPSACGA



CGPSACGA

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RETURN TO MORGAN STANLEY

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a copy of this Agreement, including this Part I and the attached Parts II and III (including the predispute arbitration clause), and you agree to be bound by the terms of this Agreement.

- (7) Any handwritten or other changes made to the form of this Agreement (including by you or by any Morgan Stanley representative) before or at the time this Agreement is signed by you and Morgan Stanley do not apply. After this Agreement is signed, it may be changed only in accordance with its amendment provision.

- (8) You acknowledge that you are signing this Agreement in your capacity as the Owner, Custodian, Guardian, Trustee, Partner, Authorized Party or other authorized representative, as applicable, of the Primary Account.

Accepted by Morgan Stanley Smith Barney LLC**By:** _____**Date (MM/DD/YYYY):** _____**Daniel Stauffer**

OWNER/CUSTODIAN/GUARDIAN/TRUSTEE/PARTNER/AUTHORIZED REPRESENTATIVE NAME (PRINT)

SIGNATURE (PLEASE SIGN IN THE BOX)

DATE (MM/DD/YYYY)

OWNER/CUSTODIAN/GUARDIAN/TRUSTEE/PARTNER/AUTHORIZED REPRESENTATIVE NAME (PRINT)

SIGNATURE (PLEASE SIGN IN THE BOX)

DATE (MM/DD/YYYY)

OWNER/CUSTODIAN/GUARDIAN/TRUSTEE/PARTNER/AUTHORIZED REPRESENTATIVE NAME (PRINT)

SIGNATURE (PLEASE SIGN IN THE BOX)

DATE (MM/DD/YYYY)

OWNER/CUSTODIAN/GUARDIAN/TRUSTEE/PARTNER/AUTHORIZED REPRESENTATIVE NAME (PRINT)

SIGNATURE (PLEASE SIGN IN THE BOX)

DATE (MM/DD/YYYY)

MORGAN STANLEY SMITH BARNEY LLC—SINGLE ADVISORY CONTRACT
(07/2022) CGPSACGA



Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)
• Signed fee schedule • Transfer authorization form (if applicable)

Return to:

Please complete every section.

Account Owner Information

Entity Name

Account title (If different than name above)

Address (Cannot be a PO Box) Designated Agent (Advisor Name)

City, State, Zip

Tax I.D. NAICS Code:

Phone number (required): (To be used for disbursement authorization, see agreement section)

www.census.gov/eos/www/naics

Are there other DBA or trade names used for the same legal entity? ☐ YES ☒ NO

If YES, please provide names:

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
- ☒ Other (see instructions)

☐ Exempt payee code (if any)
(see bottom of page 3 for code listing)

What is the ownership structure of the entity?

- ☒ Majority Owned by Government (Provide website address):
- ☐ Federally or State Regulated Domestic Financial Institution (Provide regulator):
- ☐ Publicly Traded on a Domestic Exchange (Provide Ticker Symbol):

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: ☒ YES ☐ NO

If NO, please submit a W-8 BEN and state the Customer's country of residence or principal registration:

(Note: If no is marked and a W-8 is provided the IRS section on pg. 4 does not apply)

2. Is the entity headquartered outside the United States? ☐ YES ☒ NO If YES, what country is it located in:

3. Are there physical locations or business addresses for the entity outside the U.S. ☐ YES ☒ NO

If YES, list addresses:

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Entity. (Provide specific information about the entity's business activities).

2. Purpose of the account. (Please provide the reason the Customer is establishing the custody account).

3. Entity's annual revenue. (\$)

4. Entity's primary source of revenue.

Customer Background and Anticipated Activity (cont.)

5. Entity's source of funds for initial and future funding (if any) (Check all that apply):

- ☐ Group savings and/or investments ☐ Earnings from profession or business ☐ Sale of business ☐ Insurance proceeds
☐ Charitable donation or gifts ☐ Corporate assets or investments ☒ Other: Existing bonds and cash

6. From where will **initial funding** for this account originate (Answer all that apply):

- ☐ Domestic predecessor bank trustee or custodian: name of institution _____
☒ Domestic predecessor broker/dealer custodian: name of institution Morgan Stanley
☐ Foreign predecessor bank or broker/dealer: name of institution _____
☐ Additional Investors _____
☐ Initial funding - no existing assets held elsewhere
☐ Other _____

7. From where will **ongoing funding** for this account originate (Answer all that apply):

- ☒ Domestic predecessor bank trustee or custodian: name of institution Seaside bank and Wells Fargo
☐ Domestic predecessor broker/dealer custodian: name of institution _____
☐ Foreign predecessor bank or broker/dealer: name of institution _____
☐ Additional Investors _____
☐ Other _____

8. Method of initial and ongoing funding for this account to be transmitted by (Check all that apply):

- ☒ Wire transfer ☐ Transfer from existing U.S. Bank Account ☐ Check(s) ☐ In-kind transfer from predecessor custodian or trustee
☐ Foreign wire transfer ☐ Other _____

9. Transactions

- a) Anticipated number of cash transactions in and out of the account, per year: ☒ 0-10 ☐ 11-50 ☐ 51-100 ☐ 100 +
b) Anticipated dollar range of cash transactions: ☐ \$0-\$5,000 ☐ \$5,001- \$10,000 ☐ \$10,001- \$20,000 ☐ \$20,001- \$50,000
☐ \$50,001- \$100,000 ☐ \$100,001- \$500,000 ☒ \$500,001+
c) Method of disbursements. Check all that apply. ☒ Wire ☐ Check ☐ ACH ☐ Transfer to another U.S. Bank account
d) Will any disbursements be sent outside the United States? ☐ YES ☒ NO
If YES, please list countries: _____

10. Trading

- a) Anticipated number of trades in and out of the account, per year: ☒ 0-10 ☐ 11-50 ☐ 51-100 ☐ 100 +
b) Anticipated dollar range of trade transactions: ☐ \$0-\$5,000 ☐ \$5,001- \$10,000 ☐ \$10,001- \$20,000 ☐ \$20,001- \$50,000
☐ \$50,001- \$100,000 ☐ \$100,001- \$500,000 ☒ \$500,001+

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.

- ☐ **Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
☐ **First In First Out ("FIFO")** - Shares are sold from tax lots having the earliest federal tax acquisition date.
☐ **Last In First Out ("LIFO")** - Shares are sold from tax lots having the most recent federal tax acquisition date.
☐ **Highest Federal Cost First Out ("HIFO")** - Shares are sold from tax lots having the highest federal tax cost per share.
☐ **Lowest Federal Cost First Out ("LOFO")** - Shares are sold from tax lots having the lowest federal tax cost per share.
☒ **Specify Tax Lot** - Shares are sold from tax lots that you specify.
☐ **Average Federal Tax Cost** - Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.
☐ **Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the “Securities-Issuer”) and any person who has or shared the power to vote, or the power to direct the voting of, that security (the “Voter”). Unless the Voter registers its objection with Bank, Bank must disclose the Voter’s name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer’s request (“Disclosure”).

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

☒ Consent to Disclosure ☐ Objection to Disclosure

Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (*check only one*):

- | | |
|---|----------------------|
| ☐ U.S. Bank Liquidity Plus | Class Y |
| ☐ U.S. Bank Non-Interest- Bearing Deposit | |
| ☒ First American Government Obligations Fund | Class Y |
| ☐ First American Prime Obligations Fund | Class Y |
| ☐ First American Tax-Free Obligations Fund | Class Y |
| ☐ First American Treasury Obligations Fund | Class Y |
| ☐ Other (Consult with Designated Agent to see what options may be available) | <input type="text"/> |

For terms, conditions, and disclosures relating to the end-of-day cash sweep options above, see the Agreement below.

If the foregoing does not designate one and only one sweep investment option (or there is (a) incomplete information in “Other”, or (b) a sweep designation that the Designated Agent and Bank have not established as an option for your Account) then Customer is deemed to have designated the U.S. Bank Liquidity Plus sweep. The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The following codes identify payees that are exempt from backup withholding:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly". If Annually is the only frequency selected, client will also receive Quarterly statements.

Name	Daniel Stauffer	Phone Number	3866267000
Address	120 S Florida Ave	City, State Zip	DeLand, FL 32720
Email	staufferd@deland.org	Existing PIVOT ID	

Statement Frequency: ☒ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☐ Online ☒ Print and Online

Name	Michael Pleus	Phone Number	3866267000
Address	120 S Florida	City, State Zip	DeLand, FL 32720
Email	staufferd@deland.org	Existing PIVOT ID	

Statement Frequency: ☐ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☐ Online ☐ Print and Online

Name		Phone Number	
Address		City, State Zip	
Email		Existing PIVOT ID	

Statement Frequency: ☐ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☐ Online ☐ Print and Online

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf.

Name/Title	Daniel Stauffer	Signature	
Name/Title		Signature	
Name/Title		Signature	
Name/Title		Signature	

Agreement and Signature

By signing this Application, I hereby:

- a) acknowledge receipt of a copy of this Application, and the Custody Agreement
- b) acknowledge that the Custody Agreement is incorporated herein by reference
- c) agree to the terms and conditions of this application and Custody Agreement
- d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
- e) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

- "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.
- A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure..

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer's Name (please print)	Daniel Stauffer	Signature	
Title (please print)	Finance Director	Date	

To Be Completed By U.S. Bank

Signer's Name (please print)		Signature	
Title (please print)		Date	

Custody Agreement- CIP Exempt

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1: DEFINITIONS

- 1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2 "Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.
- 1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4 "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.5 "CFR" means the Code of Federal Regulations.
- 1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.
- 1.7 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.
- 1.9 "DTC" means the Depository Trust Company.
- 1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time.
- 1.12 "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.
- 1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.
- 1.16 "IRS" means the Internal Revenue Service.
- 1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.
- 1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).
- 1.20 "SEC" means the United States Securities and Exchange Commission.
- 1.21 "State" means the State of Minnesota.
- 1.22 "Statement Recipient" means Customer and anyone else Customer so designates.
- 1.23 "Sub-account" means a separate portion of the Account.

SECTION 2: APPOINTMENT AND ACCEPTANCE

- 2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.
- 2.2 Establishment of Account.
- 2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.
- 2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:
- 2.2.2.1 Customer holds good and valid legal title to all Assets.
- 2.2.2.2 None of the Assets is (i) an asset of any “plan” as defined in ERISA Section 3(3); any “plan” as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.
- 2.2.2.3 Customer is neither (i) an “investment company” that is subject to registration with the SEC under the Investment Company Act, (ii) an “investment company” that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.
- 2.2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.
- 2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.
- 2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

- 3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.
- 3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer’s independent auditors to inspect during Bank’s regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

- 4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.
- 4.2 Customer has designated the frequency of Account statements in the Application.
- 4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.
- 4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).
- 4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.
- 4.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

- 5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.
- 5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.
- 5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.
- 5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.
- 5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
- 5.7 Distribute Assets as set forth herein.
- 5.8 Safe-keep Assets as set forth herein.
- 5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.
- 5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safeplace.
- 5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.
- 5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreignexchange department.
- 5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.
- 5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6: PURCHASES

- 6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

SECTION 7: SALES

- 7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8: SETTLEMENTS

- 8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor.

(ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

SECTION 10: LIMITATIONS ON DUTIES

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

- 10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:
- 10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.
 - 10.2.2 Act as trustee of the Assets.
 - 10.2.3 Act as custodian of any assets other than the Assets.
 - 10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).
 - 10.2.5 Provide Investment Advice.
 - 10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.
 - 10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.
 - 10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.
 - 10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.
 - 10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.
 - 10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.
 - 10.2.12 Monitor agents hired by Customer.
 - 10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.
 - 10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

- 11.1. Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.

- 11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.
- 11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.
- 11.4 Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.
- 11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.
- 11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.
- 11.7 In the event that the Designated Agent directs Bank to send data elements listed under the U.S. Bank Information Security Policy as U.S. Bank Customer Confidential Data Elements and other regulatory protected data (collectively, "Protected Data") using something other than Bank's own secure encryption transmission mechanism ("Bank Encryption"), Customer agrees that (a) Bank has no responsibility or liability for questioning, evaluating, or monitoring any vendor, software, or process utilized by the Designated Agent to send Protected Data, (b) any substitute for Bank Encryption that the Designated Agent directs Bank to use is deemed to be at least as protective as Bank Encryption regardless of the vendor, service, or process used, and (c) Bank is fully released, held harmless, and indemnified by Customer in all aspects relating to any direction from the Designated Agent to communicate information about the Account without using Bank Encryption.
- 11.8 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

11.9 Delivery of Directions.

- 11.9.1 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address hereunder, addressed as provided hereunder, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by SWIFT message from business identifier code (or any other business identifier code that Customer subsequently designates pursuant to this Agreement).
- 11.9.2 Any direction received under this Agreement by email or SWIFT message, or entered into Customer's account in Bank's on-line portal, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its portal account, to the email accounts of its employees, agents, and agents' employees, and to any SWIFT messaging system used by its employees, agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

SECTION 12: FEES AND EXPENSES

- 12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.
- 12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).

- 12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.
- 12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

SECTION 13: INDEMNIFICATION

- 13.1 Customer hereby releases each Indemnified Person and holds each Indemnified Person harmless from and against, and an Indemnified Person will incur no liability to any person or entity for, any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the Harm resulted directly from the Indemnified Person's misconduct, negligence, bad faith, or material breach of this Agreement. Regardless of any determination relating to Bank's conduct, Customer agrees to hold harmless, and release Bank from any Claim relating to (i) the action or inaction of the Designated Agent, or (ii) any action taken or omitted by Bank in reliance on any information, instruction, or direction provided by the Designated Agent. The foregoing provisions shall survive the Indemnified Person's termination as such and the termination of this Agreement.
- 13.2 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars or the invocation of war powers), revolutions, insurrections, riots, civil commotion, acts of God, medical emergencies, outbreak of disease, pandemic or epidemic, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control regardless of whether such was already in existence at the time of execution of this Agreement. Nor will any such failure or delay give any party the right to terminate this Agreement.
- 13.3 No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.
- 13.4 Bank is not liable with respect to the propriety of Bank's actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

SECTION 14: TERMINATION

- 14.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.
- 14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 15: MISCELLANEOUS

- 15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.
- 15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.
- 15.3 Complete Agreement; Amendment.
- 15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and

15.3.3 Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.

15.3. Control Agreements. If Customer requests that Bank execute a “control agreement” (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank’s lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank’s rights under Section 12.4 of this Agreement.

15.4 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

15.5 Successors and Assigns.

15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee’s identity according to Bank’s Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee’s name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.

15.10 Shareholder Communications Act Election. Customer has made its election in the Application.

15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state’s abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank’s choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer’s request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank’s right of setoff and Bank’s security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank’s security interest against the Account for such fee prior to Bank’s honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank’s fee from the Account leaves insufficient funds or results in the sale of Assets.

15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank’s choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing

- 15.16 services under this Agreement and (ii) funds or securities advanced under this Agreement.
- 15.17 Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.
- 15.18 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.
- 15.19 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).
- 15.20 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

SECTION 16: PATRIOT ACT

- 16.1 By signing above, Customer acknowledges that they have received the following important information:
- 16.2 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.
- 16.3 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

SECTION 17: Executing Broker Referral

- 17.1 Bank has created a broker-dealer referral network with various independent broker-dealers. Pursuant to separate agreements between Bank and each broker, Bank has agreed to introduce these brokers to independent registered investment advisers whose clients have, or may have in the future, custody accounts with Bank and who may wish to engage a broker to execute trades and effect securities transactions for its clients' custody accounts. Bank will receive compensation from the relevant broker in connection with such referrals.
- 17.2 To the extent that transactions for your account are executed by a broker-dealer that participates in Bank's broker-dealer referral network, Bank will receive a referral fee from such broker as described in more detail below:
- 17.3 **Broker:** Jones Trading
Referral fee payable to U.S. Bank: 50% of the brokerage fees generated by transactions executed on behalf of your account.
- 17.4 Bank's introduction of independent registered investment advisers to broker is not a recommendation of such broker or its services or in any way an endorsement of such broker or its services. Bank's introduction is based solely upon the broker's agreement to pay the referral fees noted above and Bank's determination that Bank can interface with the broker to provide custody services to the independent registered investment adviser's clients.
- 17.5 Bank is not affiliated in any manner with any broker that participates in Bank's broker-dealer referral network other than the relationship created by the referral agreement between them.
- 17.6 For more information regarding the referral arrangement, a current list of broker-dealers that participate in the Bank referral network, and the compensation that Bank expects to receive therefor, please contact your Account's customer service manager.

SECTION 18: FOREIGN ASSETS; FOREIGN CURRENCY EXCHANGE TRANSACTIONS

- 18.1 Customer hereby directs Bank to convert into U.S. Dollars any entitlement payments received by the Account with respect to foreign securities (such as corporate actions, maturities, income posting, credit interest, or tax reclamation) and execute any foreign-currency exchange transactions with respect thereto through Bank's Foreign-Exchange Department ("USBFX").
- 18.2 Customer hereby directs Bank to execute any foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account through USBFX, except to the extent market circumstances in certain countries require the use of a global custodian unaffiliated with Bank (an "Unaffiliated Agent")
- 18.3 Customer hereby acknowledges that Bank receives compensation when Bank executes foreign-currency exchange transactions related to Account assets. Such compensation does not exceed 0.5% of the amount of the foreign-currency exchange transaction.
- 18.4 Customer hereby acknowledges that an Unaffiliated Agent receives compensation when the Unaffiliated Agent executes foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account. Such compensation may be more or less than the compensation Bank would have received for executing the same foreign-currency exchange transaction.
- 18.5 Customer hereby acknowledges that investments in foreign securities and foreign-currency exchange transactions entail additional risks, such as default by counter-parties, currency fluctuations, political and economic instability, accounting-translation adjustments, and foreign taxation. Bank has no liability for any risks relating to Customer's investments in foreign securities or foreign-currency

18.6 exchange transactions.

18.7 Customer understands that the holding of certain foreign securities or American Depositary Receipts ("ADRs") requires disclosure of Customer's personal information to vendors, sub-custodians, or local tax authorities in foreign jurisdictions to avoid tax penalties on such foreign securities or ADRs. Customer consents to any and all disclosures or releases of information by Bank (including private information about Customer, the Account, the amount of holdings) to third parties relating to foreign securities or ADRS and releases, holds harmless, and indemnifies Bank from any cost and all liability for doing so. Bank is not hereby obligated to make any such disclosure to third parties, so any failure to do so shall not constitute a breach hereunder. Customer accepts all risk and loss arising from holding foreign securities and ADRs, including tax consequences, regardless of whether Bank discloses Customer's information to third parties or not.

18.8 Cash held in foreign currency constitutes a direct obligation of the foreign sub-custodian or depository holding such cash and is not directly or indirectly an obligation of Bank.

SECTION 19: AUTOMATIC INVESTMENT OF END-OF-DAY CASH

Customer's Sweep Direction has been made in the Application. The following provisions apply if the corresponding sweep investment option was selected in the Application.

19.1 U.S. BANK LIQUIDITY PLUS

This Section of the Agreement covers the U.S. Bank Liquidity Plus, disclosures, terms, and conditions ("**Program Terms**") in the event that the U.S. Bank Liquidity Plus Program ("**Program**") is selected as the end-of-day cash sweep option for the Account

19.1.1 Introduction to the Program

The maximum amount of Federal Deposit Insurance Corporation ("**FDIC**") deposit insurance coverage available for funds swept under the Program is currently \$2,500,000, subject to certain exceptions and the ability to place such cash balances, as more fully explained below ("**Deposit Limit**").

The Program sweeps Customer's anticipated end-of-day cash balances in the Account up to the Deposit Limit into money market deposit accounts and transaction accounts at banks that are participating in the Program ("**Program Banks**"). The cash balances that are swept into accounts at Program Banks ("**Deposits**") are insured by the FDIC, subject to the limits described below.

To the extent Customer has cash balances in the Account that are in excess of the Deposit Limit or that are otherwise unable to be fully placed with Program Banks on a given day (for example, if funds are received after amounts are in the process of sweeping to Program Banks or if there is an inability to get funds to a Program Bank), the Program sweeps such excess cash balances into the First American Government Obligations Fund designated in the Application, above ("**Money Market Fund**"). For information about cutoff timing for transfer to Program Banks, contact Customer's account manager. Customer's cash balances that are placed into the Money Market Fund are not insured by the FDIC, but as securities, they are segregated from the assets of Bank.

Bank has appointed IntraFi Network, LLC ("**IntraFi**") to provide certain services with respect to the operation of the Program. Customer hereby appoints IntraFi as Customer's authorized agent pursuant to these Program Terms.

CUSTOMER HEREBY INSTRUCTS BANK TO ALLOCATE THE CASH BALANCES IN THE ACCOUNT PURSUANT TO THE PROGRAM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND CAREFULLY READ THESE PROGRAM TERMS BEFORE ENROLLING IN THE PROGRAM.

19.1.2 Account Eligibility

In order to obtain FDIC insurance on Deposits in the Program, Customer must provide proper and correct tax identification information to Bank.

There is no minimum deposit amount to participate in the Program and no minimum balance to maintain Customer's participation in the Program. There also is no minimum period that Customer's funds must remain on deposit in the Program. There is no penalty or fees for withdrawal of Customer's entire balance, or any part thereof, at any time

19.1.3 Role of Bank and IntraFi

Bank is acting as Customer's agent in establishing and maintaining Program Bank accounts, including depositing or placing Customer's funds in and withdrawing Customer's funds from the Program Bank accounts and the Money Market Fund. Customer also appoints IntraFi as Customer's agent to effect deposits to and withdrawals from Program Bank accounts.

Bank uses IntraFi to allocate Customer's funds to the Program Banks and to perform certain other administrative tasks related to the Program. IntraFi is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of Customer's Deposits.

19.1.4 Deposits with Program Banks up to the Deposit Limit

This Section contains the terms and conditions applicable to the sweep of cash balances in the Account up to the Deposit Limit into FDIC-insured Program Banks.

A. Deposits

Customer agrees to have cash balances up to the Deposit Limit automatically deposited into interest-bearing FDIC-insured omnibus deposit accounts at the Program Banks that hold Customer's and Bank's other customers' funds, and in which Customer will hold a beneficial interest. Except as otherwise provided herein, each business day, Bank, utilizing the services of IntraFi, will deposit the cash balances in the Account up to the Deposit Limit to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "U.S. Bank National Association acting as agent for customer, each acting for themselves and others" or a similar title. To accommodate for accruing interest, the initial amount swept to each Program Bank will be capped at \$249,000. Customer's ownership of Deposits will be evidenced by an entry on records maintained by Bank for each of the Program Banks at which Customer's funds are on deposit. Customer will not be issued any evidence of ownership of a Program Bank account, such as a passbook or certificate.

However, Customer's Account statement will reflect Program Bank deposit balance(s).

B. FDIC Deposit Insurance: Operation and Limitations

Customer's Deposits are deposited into interest-bearing omnibus deposit accounts at the Program Banks in a manner currently designed to provide Customer with up to \$2,500,000 of FDIC deposit insurance coverage, subject to certain exceptions described herein. FDIC deposit insurance coverage is normally available for Customer's Deposits up to the FDIC standard maximum deposit insurance amount ("~~SMDIA~~"), which is currently \$250,000 per legal category of account ownership at each participating Program Bank when aggregated with all other deposits held by Customer in the same Program Bank and in the same legal category of account ownership. Customer's coverage under the Program will be limited to the extent that Customer holds deposits directly, or through others, in the same recognized legal category of ownership at the same Program Banks as Customer holds Deposits through the Program. Thus, the maximum amount

of Deposits eligible for FDIC insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Program Banks that Customer has not excluded from receiving Customer's Deposits under the Program, less any funds that Customer may hold in a Program Bank outside of the Program in the same legal category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors ("Ownership Categories"). For the purposes of the Program, any custody accounts with the same tax ID will be grouped by types in the following categories for the purpose of determining deposit flow to Program Banks: trusts, personal (sole owner or joint owner), business/government (corporations, partnerships, LLCs, and similar types of entities), and benefit plan accounts (for example, IRA custody accounts, to the extent that Customer has completed additional documentation to enroll such accounts in the Program).

Until Customer's funds are actually received by the Program Banks, Customer's funds may be insured at Bank, or at its Settlement Agent, The Bank of New York Mellon, while they are held by such institution up to \$250,000 in total (to the extent that Customer do not have other deposits with Bank or the Settlement Agent). IntraFi, as Customer's agent, allocates Customer's cash balance up to the Deposit Limit among the Program Banks to seek to maximize the potential FDIC deposit insurance coverage available under the Program up to the Deposit Limit.

Bank and IntraFi will use commercially reasonable efforts to ensure that no more than \$250,000 of Customer's swept cash balances will be deposited in any single Program Bank through the Program. If Customer holds deposits in a Program Bank outside of the Program, Bank and IntraFi will not take those deposits into account in determining whether to allocate Customer's funds in the Program to a particular Program Bank. Because Bank and IntraFi would not be aware of deposits made by Customer outside of this Program, Customer is solely responsible for monitoring the total amount of all deposits Customer has at each Program Bank for purposes of calculating Customer's FDIC coverage and directing Bank to exclude particular Program Banks using the form provided.

If, for any reason, the amount deposited in any Program Bank account exceeds the applicable SMDIA, the excess Deposit amount would not be insured by the FDIC. Neither Bank nor IntraFi, shall have any liability for any insured or uninsured portion of Customer's Deposits in any of the Program Banks.

The FDIC protects Customer against the loss of Customer's insured Deposits in the event a Program Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. In the event that FDIC deposit insurance payments become necessary, Bank will assist Customer in completing required FDIC paperwork or filing on Customer's behalf by providing Customer's account information to the FDIC. However, there is no specific time period during which

the FDIC must make insurance payments available. Furthermore, Customer may be required to provide certain documentation to the FDIC before insurance payments are made.

For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

C. Program Banks

Customer acknowledges that it has received a list of the Program Banks that will be used for the Account and understands that such is also available at www.usbank.com/LiquidityPlus (or such other web address identified from time to time on Customer's Account statement, ("**Program Website**"). Contact Customer's account manager at Bank or Customer's investment manager for the current ~~web address of the~~ Program Website or for questions regarding any change to the Program Website. Customer may obtain a current list of Program Banks at any time by contacting Bank or visiting the Program Website. Customer's periodic Account statements also list the Program Banks that hold Customer's Deposits

and the amount in each of those Program Banks as of the statement date. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation in the Program, then Customer hereby authorize and direct that Customer's Deposits be moved to another FDIC-insured Program Bank. As such, the Program Banks that hold Customer's Deposits will typically be in the order appearing on the list of Program Banks ("**Bank List**"). Customer understands that the Bank List may change during a statement period. Visit the Program Website ~~frequently~~ to view the current Bank List. If Customer wants to know the Program Banks at which Customer's Deposits are located at any particular time, contact Customer's account manager.

Each Program Bank is a separate FDIC-insured depository institution. Customer can obtain publicly available financial information for all Program Banks at the FDIC's website at www.fdic.gov; or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429-9990 or by phone at 877-275-3342. Neither Bank nor IntraFi guarantees the financial condition of any Program Bank, or the accuracy of any publicly available information concerning a Program Bank. Customer expressly consent to Bank, IntraFi, and their service providers providing Customer's customer account information to Program Banks for purposes of Customer's involvement in the Program, as required by applicable law or FDIC regulations.

Bank may add additional Program Banks or delete Program Banks without prior notice to Customer. The order of Program Banks on the Bank List may be changed without prior notice to Customer. Cash balances will be automatically deposited in the Program Banks in the order set forth in the Bank List, subject to Customer's instructions to exclude a particular Program Bank and Bank's ability to place such cash balances with a particular Program Bank. IntraFi may transfer balances between Program Banks in such manner as it determines to be appropriate and consistent with the objectives of the Program, subject to Customer's instructions to exclude a particular Program Bank. Customer hereby agree to receive notice of Program Bank list changes (additions, deletions, or reordering) by consulting the Program Website periodically or by referencing the Account statement to see a breakdown of where Customer's Deposits in the Program are held.

The Program Bank accounts established by Bank as Customer's agent constitute direct obligations of the Program Bank(s) and are not directly or indirectly an obligation of IntraFi. The Program Bank accounts established by Bank as Customer's agent, other than at U.S. Bank National Association are not directly or indirectly an obligation of Bank.

D. Ability to Exclude Program Banks

Customer may exclude any Program Bank from holding Customer's Deposits by notifying Bank using the opt-out form provided by Bank. Requests to exclude a Program Bank typically will be processed on the next business day after received by Bank, or promptly thereafter. If Customer exclude any Program Banks, the maximum level of FDIC insurance available under the Program may decrease.

E. Interest

Customer receives interest on the balance of Customer's Deposits held at the Program Banks. The amount of paid interest applicable to Customer's Deposits will be stated on the Account statement. The interest rate paid to Customer is subject to change at any time. Changes in interest rates applicable to Customer's Deposits will be posted on the Program Website. Bank strongly encourages Customer to regularly check the Program Website for information about current rates or changes, especially whenever the Federal Reserve has announced or is expected to announce a change in rates.

Interest will be posted monthly to the Program Bank account unless an event occurs that results in interest posting sooner. Interest will accrue on deposits from the day they are received in investible form by the Program Bank through the business day preceding the date of withdrawal from the Program Bank. The "daily balance method" is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable annual rate.

The interest rate Customer earns on Customer's Deposits may be higher or lower than the rates available to depositors

making non-Program deposits with Program Banks directly, through other types of accounts at Bank, or with other depository institutions in comparable accounts. Customer should compare the terms, rates of return, required minimum amounts, charges and other features of a Deposit with other accounts and investment alternatives.

F. Compensation and Fees

Each Program Bank may profit from the difference between the interest it pays on Deposits and the income it earns on loans, investments, and other business operations.

Each Program Bank may pay Bank and/or IntraFi fees for its services related to Customer's Deposits equal to a percentage of the average daily Deposit balance in the accounts at the Program Bank. Bank may share such fees with IntraFi. The amount of any fees a Program Bank pays could directly affect the interest rate paid by the Program Bank on Customer's Deposits. The fees paid to Bank and/or IntraFi by each Program Bank may vary. Bank and IntraFi may earn a higher fee if Customer participate in the Program than if Customer invest in other investment products.

19.1.5 Money Market Fund Investment for Amounts not Held by Program Banks

This Section contains the terms and conditions applicable to the sweep of any cash balances in the Account into the Money Market Fund. Any cash balance in the Account in excess of the Deposit Limit will not be swept into Program Banks (as described above), but will be swept into the Money Market Fund. Customer's deposits that are placed in the Money Market Fund are not FDIC-insured.

The Money Market Fund is registered with the U.S. Securities and Exchange Commission ("**SEC**") as a registered open-end investment company under the Investment Company Act of 1940 and its shares are registered for public distribution under the Securities Act of 1933. Although the Money Market Fund's net asset value ("**NAV**") is normally expected to be \$1.00 per share, there is no guarantee that the Money Market Fund will be able to preserve the NAV per share and Customer could lose money by investing in the Money Market Fund.

Customer acknowledges that Customer has received the Money Market Fund prospectus and understands the information in the prospectus regarding the Money Market Fund's fees and expenses. U.S. Bancorp Asset Management, Inc. is the Money Market Fund's investment adviser and provides shareholder services, U.S. Bancorp Fund Services, LLC provides

accounting, administration, and transfer-agent services, and Bank is the custodian of the Money Market Fund's assets. U.S. Bancorp Asset Management, Inc. and U.S. Bancorp Fund Services, LLC are affiliated with the Bank. Customer acknowledges that investment advisory, custodial, distribution and other services will be provided, for compensation, to the Money Market Fund by Bank and its affiliates. The fees received by Bank and its affiliates are described in the Money Market Fund prospectus. Please see the prospectus for the Money Market Fund for additional information, including the Money Market Fund's investment objective and strategy and the risks of investing in the Money Market Fund.

CUSTOMER UNDERSTANDS THAT THE MONEY MARKET FUND IS NOT INSURED BY THE FDIC AND THAT THE FUNDS ARE NOT OBLIGATIONS OF NOR GUARANTEED BY BANK, INTRAFI, ANY OF THEIR AFFILIATES, OR ANY BANK. CUSTOMER FURTHER UNDERSTANDS THAT INVESTMENT IN THE MONEY MARKET FUND INVOLVES RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.

While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available, Bank, IntraFi, and the Program Banks are under no such obligation.

19.1.6 Withdrawals

Each business day, as needed to pay for purchases made in the Account or other withdrawals from the Account, Bank or its agent bank will withdraw Customer's cash from the Program Bank accounts and Money Market Fund (if applicable). Customer consents to have Customer's funds automatically withdrawn from the Money Market Fund and/or the Program Bank accounts in the event of a debit in the Account. Withdrawals will generally be processed on a "Last In First Out" basis, meaning the amounts in the Money Market Fund or the lowest Program Bank on Customer's bank list will be withdrawn first.

Under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a money market deposit account or certain transaction accounts. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

Redemption of Customer's holdings in the Money Market Fund (if any) will be processed in accordance with the policies described in the Money Market Fund's prospectus.

Customer cannot directly withdraw funds allocated through the Program from any of the Program Banks or the Money Market Fund.

If Customer request a complete withdrawal or the Account is closed for any reason, Customer may have to wait a period of time for all of the interest to be posted to the Account since interest can only be credited to the Account once interest is credited by the Program Banks to the Program Bank accounts. Depending on when the Program Banks post interest to the

Program Bank accounts, there could be a delay between the date of Customer's withdrawal request and the date on which Customer receives all of the interest that accrued in the Program Bank account up to the effective date of Customer's withdrawal.

19.1.7 Account Statements

Activity with respect to Customer's participation in the Program, including interest earned for the period, dividends received for the period, and the total of Customer's Deposit balances and Customer's shares of the Money Market Fund, will appear on Customer's periodic Custody Account statement. If Customer receives consolidated account statements for multiple accounts, such statement will not include a breakdown by Program Bank. Customer will not receive a separate statement from the Program Banks or the Money Market Fund.

19.1.8 Customer's Responsibility to Monitor Automatic Cash Investment Options

Customer is responsible for, and should speak with Customer's investment manager about, monitoring this automatic sweep option for the Account. As returns on the Deposits, the Money Market Fund, Customer's personal financial circumstances and other factors change, it may be in Customer's financial interest to invest in other investment vehicles. Contact Customer's investment manager for other investments that may be available. Bank is not Customer's investment manager and does not exercise any discretion when administering the Program and Customer acknowledges that it has not relied on any investment advice from Bank in selecting the Program for the Account's automatic sweep option.

19.1.9 Risks of the Program

Customer may receive a lower rate of return on funds swept through the Program than on other types of investments. Under Federal regulations, Program Banks are permitted to impose a seven (7) day delay on any request to withdraw Deposits from a money market deposit account or certain transaction accounts; Program Banks may choose to do so at any time. In the event of a failure of a Program Bank, there may be a time period during which Customer may not be able to access Customer's Deposits.

If Customer holds deposits at a Program Bank outside the Program, this may reduce the availability of FDIC insurance for the total amount of Customer's funds held within and outside the Program. If Customer exclude a Program Bank, the amount of deposit insurance available to Customer under the Program (currently \$2,500,000) may decrease.

Customer's investment in the Money Market Fund is not insured by the FDIC and are not obligations of nor guaranteed by Bank, IntraFi, or any of their affiliates. Money market mutual funds are subject to investment risks and may lose value, including possible loss of principal. There is no guarantee that money market mutual funds will maintain a stable net asset value. Read the Money Market Fund's prospectus before investing.

19.1.10 Other Terms

Ordinary Care: Customer agrees that any act or omission made by Bank or any Program Bank in reliance upon, or in accordance with, any provision of the Uniform Commercial Code as adopted in the State of Minnesota, or any rule or regulation of the State of Minnesota, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Alternatives to the Program: Customer understands that, at any time, Customer may opt-out of the Program. Consult with Customer's investment manager to opting out of the Program to see what alternatives may be available to Customer. If Customer does not designate a replacement automatic end-of-day cash investment option for the Account that is agreed to by Bank, the amounts in the Account will remain in the Account as non-interest-bearing uninvested cash to the extent that Customer does not manually manage end-of-day cash balances with daily purchase transactions.

Aggregation of Funds in Multiple Accounts: If Customer has more than one custody account in the Program with the same tax identification information and Ownership Category type (for example, personal, trust, business), the funds in all such custody accounts may be aggregated for the purpose of determining how Customer's cash balances are placed in the Program. As a result, the cash balances in each of the custody accounts, when viewed separately, may appear to be placed with Program Banks in a different order than is set forth in the Bank List for each particular custody account. Cash balances placed at Program Banks through multiple custody accounts with the same tax identification information and Ownership Category typically will not rebalance up the Bank List even if another similar custody account's Deposits are fully withdrawn. Customer should review each separate custody account statement together in the aggregate. In the event that Customer has multiple investment managers each handling different custody accounts, each of Customer's custody accounts in the Program may be subject to a different Bank List. If the same Program Bank appears on the Bank List for more than one of Customer's custody accounts in the Program, then to exclude the Program Bank from all of Customer's custody accounts in the Program Customer will need to separately complete the Program Bank opt-out form for each custody account.

Clearinghouse Rules: Unless otherwise provided herein, Bank may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions related to the Program. Customer agree that Bank is not required to notify Customer of a change in those rules, except to the extent required by law.

19.2 U.S. BANK NON-INTEREST BEARING DEPOSIT

This Section of the Agreement applies if the U.S. Bank Non-Interest-Bearing Deposit sweep option is selected as the end-of-day cash sweep option for the Account. Customer hereby acknowledges that uninvested cash is swept to a non-interest bearing deposit account at U.S. Bank National Association for the benefit of Bank's customers. Customer acknowledges that (i) the Non-Interest-Bearing Deposit Account is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits (typically, up to \$250,000 per depositor for all deposits such depositor holds at U.S. Bank National Association).

19.3 OTHER (MUST BE AGREED TO BY BANK AND DESIGNATED ADVISOR; MAY IMPACT ACCOUNT FEES)

19.3.1 This Section of the Agreement applies if Customer was approved to use an investment other than U.S. Bank Liquidity Plus or the Non-Interest Bearing Deposit as their end-of-day cash sweep option for the Account.

19.3.2 Customer hereby acknowledges and confirms that Customer has received and read any prospectus or other documentation relating to such investment, understands any fees or affiliations of such investment with Bank, and has reviewed the materials below referred to U.S. Bank Important Investment Disclosures.

19.3.3 This authorization and direction shall continue in effect with respect to the identified investment should investment be merged with or into another investment.

SECTION 20: E-SIGN AUTHORIZATION AND CONSENT

20.1 E-SIGN COMPLIANCE AND CONSENTS

If this Agreement is executed using a third-party e-sign service, Customer agrees that this Agreement and its execution comply with the Electronic Signatures in Global and National Commerce Act, and with any applicable state and local law governing the electronic formation and signature of contracts, as amended from time to time, and will not be denied legal effect, validity, or enforceability solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation. Customer consents to the provision of Customer's personal information to any third-party e-sign service and Customer consents such service's permanent retention of such data on behalf of Bank. Customer assumes all risk and liability relating to the electronic formation or electronic signature of this Agreement, whether resulting from or in (a) a denial of legal effect, validity, or enforceability of the Agreement; (b) a breach of confidentiality, privacy, or security; or (c) any other cause or in any other consequence. Customer hereby waives any defense that the Agreement is ineffective, invalid, or unenforceable solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation.

Information as of December 2020

U.S. Bank Public



U.S. Bank Important Investment Disclosures

Mutual fund compensation and related mutual fund disclosures

Mutual funds are open or closed end, pooled investment vehicles that are considered investment companies. They must be registered with, and are regulated by, the Securities Exchange Commission under the Investment Company Act of 1940. U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA) and U.S. Bancorp Fund Services, LLC dba U.S. Bank Global Fund Services (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

First American Funds, Inc. money market funds: The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services.

U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund's board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. You authorize the fees paid by the funds and received by U.S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated fund name	Gross advisory fees	Gross other fees & expenses received by U.S. Bank					Net fees & expenses received by U.S. Bank				
	Class X/Z/V/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
First American Funds											
Government Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.67%	0.14%	0.18%	0.30%	0.45%	0.75%
Institutional Prime Obligations	0.10%	0.45%	0.20%	0.30%	0.45%	N/A	0.14%	0.20%	0.30%	0.45%	N/A
Retail Prime Obligations	0.10%	0.16%	0.16%	0.26%	0.41%	0.70%	0.14%	0.20%	0.30%	0.45%	0.75%
Retail Tax Free Obligations	0.10%	N/A	0.22%	0.32%	0.47%	0.77%	N/A	0.20%	0.30%	0.45%	0.75%
Treasury Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.18%	0.30%	0.45%	0.75%
U.S. Treasury Money Market	0.10%	N/A	0.17%	0.27%	0.42%	0.72%	N/A	0.20%	0.30%	0.45%	0.75%



Fees and expenses above may be found in the fund prospectuses.

Investment products and services are:

**NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED •
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

Fidelity and Federated money market mutual funds: U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 60 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund name	Fund name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I	

Nuveen Mutual Funds: Firststar Capital Corporation (Firststar Capital), an affiliate of U.S. Bancorp, holds a less-than- 10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firststar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment IRA account, to the extent the earn-out payment is attributable to the account's interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

Other Mutual Funds: U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds' service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 12.5 basis points on account assets invested in the Nuveen Mutual Funds.



Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

Securities lending: U.S. Bank receives fees from the First American Funds, Inc. for securities lending services, as applicable, of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses. U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions, as addressed in the prospectus.

Other important information: USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM.

If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.

An investment in **money market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact a member of your relationship team. www.federatedinvestors.com | www.fidelity.com | www.firstamericanfunds.com | www.nuveen.com

Private Investment Fund disclosure

"Private Investment Funds" or "Private Funds" are pooled investment vehicles that are excluded from the definition of investment company under the Investment Company Act of 1940 by section 3(c)(1) or 3(c)(7) of that Act. The term Private Fund generally includes funds commonly known as hedge funds and private equity funds. USBNA and USBFS may enter into agreements with Private Funds or with their service providers, whereby USBNA and USBFS provide services to such funds and receive fees or compensation for these services from the funds or the funds' sponsors or agents. USBNA services provided include, as applicable, trust and administrative services including collateral custody, collateral agent, administrative and reporting functions, registrar, paying agent, loan administration, escrow, document custody, back-up servicer services, deposit account services, and various lending services to the fund and/or its investments including direct loans, revolving credit facilities and other extensions of credit and loan administration. USBFS services provided include, as applicable, fund administration including accounting, shareholder services, transfer agency and reporting services. For the types of fees charged to any Fund, see the Fund issuer's private placement offering documents. Fees received by U.S. Bank from Private Funds are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable Fund's offering documents.

Other important information: Private Investment Funds are speculative and involve a substantially more complicated set of risk factors than traditional investments such as stocks or bonds, including use of derivatives, leverage and short sales which can magnify potential losses or gains.

Restrictions may exist on the ability to redeem or transfer interests in a Private Investment Fund. Investors considering an investment in Private Investment Funds must be fully aware that these investments are illiquid by nature, typically represent a long-term binding commitment and are not readily marketable. The valuation procedures for these holdings are often



subjective in nature.

Private Investment Funds are not suitable for every investor even if the investor meets the financial eligibility requirements. It is important to consult with your tax and investment professional to determine how these investments might fit your asset allocation, risk profile and tax situation.

Private Investment Funds are offered to you by the Fund issuer with a private placement memorandum ("PPM"), which a prospective investor must carefully read for a more complete description of fees, risks and restrictions. For more information, contact your Portfolio Manager or a member of your relationship team.

FEE SCHEDULE FOR CLIENTS OF: MORGAN STANLEY- OHIO OFFICE

MARKET VALUE FEES PER ACCOUNT: 1BP
MINIMUM ANNUAL PER ACCOUNT FEE: \$2,500.00

CUSTODY SERVICES

- | | |
|---|------------------------------------|
| ■ Safekeeping of assets | ■ Income collection |
| ■ Transaction settlement | ■ Corporate action processing |
| ■ Automated Cash Management (ACM) (Sweep) | ■ Proxy distribution |
| ■ Online account access | ■ Securities pricing |
| ■ Consolidated accounting & reporting | ■ Class action proceeds collection |

ITEMIZED FEES

- | | |
|-----------------------------------|------------|
| ■ Domestic trades | ■ Included |
| ■ Mutual funds transactions | ■ Included |
| ■ Security holding fees | ■ Included |
| ■ Cash receipts and disbursements | ■ Included |

SERVICE AND FEE ASSUMPTIONS

- The above description of custody services is provided for convenience only. For a complete description of services that U.S. Bank National Association (“USBNA”) expects to provide to the account, see the account’s governing custody agreement. In the event of any inconsistency between the above description and such agreement, such agreement prevails with respect to the powers, rights, and duties of USBNA.
- Fees are charged to the account monthly.
- The account does not hold plan or IRA assets.
- USBNA does not act as trustee or investment manager of the account’s assets or provide investment advice with respect to such assets. The Investment Adviser has sole discretion to invest the account’s assets and is (i) registered as an investment adviser with the U.S. Securities and Exchange Commission or state securities agency where it has its principal place of business or (ii) acting in a fiduciary capacity under 12 CFR Part 9 or state law.
- The sweep vehicle designated for the account is a fund sponsored by a USBNA affiliate or is an alternate sweep vehicle approved by USBNA.
- USBNA may amend this fee schedule by delivering an amended and restated fee schedule or another written notice to the account’s owner (the “Client”). Such amendment will be effective thirty (30) calendar days after such delivery.
- The Client acknowledges that the Client (i) has received, read, and understands USBNA’s Mutual Fund Compensation Disclosure and a fully-executed copy of the account’s governing custody agreement and (ii) may contact the Client’s Relationship Manager at USBNA regarding that disclosure and agreement, this fee schedule, and any transaction reflected on an account statement.

The Client hereby executes this Fee Schedule as of this _____ day of _____, 20_____.

Client: _____

By: _____
(Signature)

For Internal Use Only

Branch No.

Account No.

FA/PWA No.

Certificate of Bond Proceeds For U.S. State and Local Governments and Municipal Bond Obligors

I certify:

- (A) I am an official representative of the client entity listed in the signature line below, and am authorized to sign this certificate;
- (B) Regarding all the account(s) the entity has with Morgan Stanley Smith Barney LLC or any of its affiliated companies (the "Firm"):
1. For the purposes of Section 15B of the Securities Exchange Act of 1934 (Rule 15Ba1 et seq.) (the "Municipal Advisor Rule") relating to the registration of municipal advisors, none of the funds currently invested in or through the account(s) that the entity has with the Firm, or that the entity seeks to invest in these accounts, constitute: (i) proceeds of municipal securities or (ii) municipal escrow investments;
 2. I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) that the entity has with the Firm, that enable me to make these representations;
 3. For the purposes of the Municipal Advisor Rule and the Adopting Release:
 - a. the term "proceeds of municipal securities" means monies derived by a municipal entity from the sale of municipal securities, investment income derived from the investment or reinvestment of such monies, and any monies of a municipal entity or obligated person held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a source of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds.
 - b. the term "municipal escrow investments" means proceeds of municipal securities and any other funds of a municipal entity that are deposited in an escrow account to pay the principal of, premium, if any, and interest on one or more issues of municipal securities.
- (C) I further certify that the entity will not invest any funds in or through the Firm that do not comply with the above.

DATE

Daniel Stauffer

BY (PRINT NAME)

SIGNATURE

Finance Director

TITLE

City of DeLand

ENTITY



CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Extension of Agreement for Pre-Employment Screenings with Advent Health DeLand.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: City of DeLand Fourth Amendment to Services Agreement, City Attorney Approval Email

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

SUMMARY/HIGHLIGHT:

Over the past eight years, staff has contracted with Advent Health DeLand to provide more thorough pre-employment screenings for new hires, especially for public safety and for "heavy lift jobs". The program has enabled us to combine the standard medical review being done by our City-owned employee health clinic doctor with the state of the art imaging services being provided by Advent Health DeLand at the Victoria Park Medical Center. These pre-employment screenings enable us to detect heart and lung issues, or other physical ailments that may prevent or hinder an applicant's ability to perform the duties required by certain physically demanding jobs. In turn, this knowledge will lead to better hiring decisions and ultimately a reduction in worker compensation claims.

Advent Health DeLand has once again offered to provide these services for another two years. The rate will continue at \$566.60 for imaging tests and evaluation by medical professionals on staff. The results of the test are sent back to the City's medical review officer at the Employee Health Clinic for final review analysis and recommendations.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There is \$50,000.00 included in the FY 2022-2023 budget for this expense in the workers' compensation fund. The annual figure is determined by projecting the total number of potential new hires and the screenings and ancillary tests needed for each potential new employee.

RECOMMENDATION:

It is recommended the City Commission approve the two-year service extension with Advent Health DeLand for pre-employment screenings.

BACKGROUND/DISCUSSION:

N/A

FOURTH AMENDMENT TO SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO THE SERVICES AGREEMENT (the “Amendment”) is made effective November __, 2022 (“Effective Date”), by and between **Memorial Hospital-West Volusia, Inc. d/b/a AdventHealth DeLand**, a non-profit Florida corporation (“Hospital”), and the **City of DeLand** (“DeLand”), a Florida municipality. (Each of Hospital and DeLand a “Party”, and together, the “Parties”).

WHEREAS, Hospital and DeLand entered into that certain Services Agreement effective November 15, 2011 (the "Services Agreement"); the Amendment to Services Agreement effective November 15, 2014; and the Second Amendment to Services Agreement effective March 19, 2018; and the Third Amendment to Services Agreement effective October 19, 2020;

WHEREAS, the Services Agreement, as amended, expires on November 14, 2022, and the Parties wish to extend the term of the Services Agreement for an additional two (2) years.

NOW THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that the Agreement shall be amended as follows:

1. The recitals above are true and correct and incorporated herein by reference.
2. The term of the Agreement is extended for an additional two (2) years effective November 15, 2022 and expiring on November 14, 2024.
3. Except as expressly amended and modified by this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.
4. This Amendment may be executed in duplicate counterparts and each of the executed counterparts shall be deemed an original.
5. The Parties hereto expressly represent and warrant that the persons signing below are duly authorized agents with the power and authority to sign this document on behalf of that Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be effective for all purposes as of the date first written above.

City of DeLand

**Memorial Hospital-West Volusia, Inc.
d/b/a AdventHealth DeLand**

By: _____

By: _____

Name: _____

Name: Kyle Glass

Title: _____

Title: Chief Financial Officer

Date: _____

Date: _____

Approved.



Darren J. Elkind

**Board Certified Specialist – Civil Trial Law &
City, County & Local Government Law**

142 E. New York Avenue | DeLand, FL 32724
P: 386.734.3020 | F: 386.734.3096

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From: Kendra Curry <Curryk@deland.org>
Sent: Wednesday, November 2, 2022 8:41 AM
To: Darren Elkind <delkind@paulandelkind.com>
Cc: Mark Hayward <haywardm@deland.org>
Subject: Services Agreement Advent Health

Darren,

Review the attached Services Agreement. Per Mark Hayward (see email below) this is a renewal of service agreement to perform pre-employment medical testing and he would like to get this on the agenda for November 21st.

Kendra Curry, Paralegal
City of DeLand
Legal Department
curryk@deland.org
386-626-7118

"Success is to be measured not so much by the position that one has reached in life as by the obstacles which he has overcome while trying to succeed." - Booker T. Washington



From: Mark Hayward <haywardm@deland.org>
Sent: Wednesday, November 2, 2022 8:32 AM
To: Kendra Curry <Curryk@deland.org>
Cc: Mike Grebosz <Greboszm@deland.org>; Carrie Lasky <Laskyc@deland.org>; Shawn Chapman

<chapmans@deland.org>; Roan Thomas-Pipe <piper@deland.org>; Julia Hewitt <Hewittj@deland.org>

Subject: FW: New agreement

Kendra:

Kindly have Darren review and advise. This is basically a renewal service agreement with Advent Health to perform pre employment medical testing for our work force. This includes x-rays and endurance testing under the observance of medical professionals.

There is no change in the costs to the City.

If Darren can move it quickly, maybe for the November 21st meeting?

Mark

Mark C. Hayward, IPMA-SCP, SHRM-SCP, FPHRA
HR Director
City of DeLand
386-626-7096

From: Glass, Kyle <Kyle.Glass@AdventHealth.com>

Sent: Tuesday, November 1, 2022 5:18 PM

To: Mark Hayward <haywardm@deland.org>

Cc: Goette, Jennifer <Jennifer.Goette@AdventHealth.com>

Subject: RE: New agreement

Hey Mark,

Attached is the updated amendment we discussed. Please review and let me know if you have any questions.

Thanks.

-Kyle

From: Mark Hayward <haywardm@deland.org>

Sent: Tuesday, November 1, 2022 4:11 PM

To: Glass, Kyle <Kyle.Glass@AdventHealth.com>

Subject: [EXTERNAL] New agreement

Kyle:

My calendar popped up on this item. Any news our new agreement?

Advise

Thanks,
Mark

Mark C. Hayward, IPMA-SCP, SHRM-SCP, FPHRA
HR Director
City of DeLand
386-626-7096

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Verification: This message sent from haywardm@deland.org

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CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Consent to Sublease, Clear Water Services, LLC.

DEPARTMENT: Community Development

PREPARED BY: Nick Conte, Economic Dev. Manager

ATTACHMENTS: Sublease Clear Water Compliance LLC, Lease Agreement , Lease Renewal and Amendment 11-18-19 1996 Industrial Dr

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

SUMMARY/HIGHLIGHT:

The business is located in the Airport Industrial base at 996 Industrial Drive and was previously occupied by Evoqua. The new company, Clear Water Services, LLC, will have the same use and will be made up of the same employees as the previous company.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Regional High Value Job Creation

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The recognition of the sublease will have no fiscal impact on the terms of the existing lease with Ted Glasrud Associates FL, LLC.

RECOMMENDATION:

Staff recommends that the City Commission approve the sublease with Clear Water Services, LLC

BACKGROUND/DISCUSSION:

The attached agreement is subject to City Commission approval due to its location in the DeLand Airport Park. The business address is 996 Industrial Drive, previously occupied by Evoqua. The new company will have the same use and will be made up of the same employees as the previous company.

RECOGNITION OF SUBLEASE

The City of DeLand, a Florida municipal corporation (hereinafter referred to as “Lessor”), does hereby consent to, accept and acknowledge the attached Lease Agreement dated October 31, 2022, entered into between TED GLASRUD ASSOCIATES FL, LLC, a Florida Corporation, (hereinafter referred to as “Lessee”), and CLEAR WATER COMPLIANCE LLC- d/b/a CLEAR WATER SERVICE, LLC, (hereinafter referred to as “Sublessee”), which is a sublease of the real property leased by Lessor to Lessee pursuant to that certain Lease Agreement dated February 7, 2000, by and between the City of DeLand and West Volusia Truss Connection, Inc., as subsequently assigned to Ted Glasrud Associates FL, LLC, on February 7, 2011, and as subsequently renewed on November 18, 2019. Nothing in this Recognition of Sublease is intended to relieve either Lessee or Sublessee from fully complying with all provisions of the Lease Agreement between Lessor and Lessee. It is acknowledged that Sublessee may use the facility for any lawful purpose as outlined in the Lease Agreement between Lessor and Lessee.

EXECUTED this _____ day of _____, 2022.

CITY OF DELAND, LESSOR

By _____
Christopher M. Cloudman
Mayor-Commissioner

Address: 120 South Florida Avenue
DeLand, FL 32720

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

This Instrument Prepared By:

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into this 31st day of October, 2022, by and between Ted Glasrud Associates FL, LLC, a Florida Corporation, whose principal place of business is 759 SW Federal Highway, Suite 217, Stuart, FL 34994 ("Landlord") and Clear Water Compliance LLC-DBA Clear Water Services LLC, whose principal place of business is 2525 West Casino Road, Suite 7A, Everett WA 98204 ("Tenant"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises as set forth herein upon the following terms and conditions:

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **LEASED PREMISES.** Subject to the terms and conditions of this lease, Landlord leases to Tenant, and Tenant does hereby lease from Landlord, the "Premises" containing 11,010 square feet, located at 1996 Industrial Drive in the city of DeLand, Volusia County, Florida ("Building"), and the land on which such property is located being described on Exhibits A, B and C attached hereto.
2. **TERM.** The Term of this Lease shall be for a period of seven (7) years and two (2) months, commencing on November 1, 2022, (the "Commencement Date") and terminating on December 31, 2029 (the "Termination Date"). If the Commencement Date is a date other than the first day of a Calendar Month, the Lease Term shall be extended by the number of days remaining in the Calendar Month in which the Commencement Date occurs. If the Premises are not ready for occupancy by Tenant on the Commencement Date, Landlord shall not be liable for any costs, claims, damages, or liabilities incurred by Tenant as a result thereof, and the Lease Term and the obligations of Tenant hereunder shall nonetheless commence and continue in full force and effect; provided, however, if the Premises are not ready for occupancy on the Commencement Date due to omission, delay, or default on the part of Landlord, the Lease Term shall not commence until the Premises are ready for occupancy by Tenant. In such event, the Commencement Date shall be deemed to be postponed to the date the Premises are ready for occupancy, whereupon the Lease Term shall commence. Notwithstanding the foregoing, in the event the Landlord is not able to deliver possession of the Premises within sixty (60) days following the Commencement Date, Tenant may elect to terminate this Lease by written notice to Landlord.
3. **RENT.** Effective November 1, 2022, Tenant agrees to pay Landlord, in lawful money of the United States, as follows:
 - a. The minimum monthly Rent ("Net Rent") due under this Lease shall be as described in the following table, plus Florida sales tax, due and payable in advance on the first (1st) day of each calendar month during the term of this Lease and any extensions or renewals thereof, and Tenant hereby agrees to pay Net Rent and other amounts to Landlord monthly, in advance, and without set-off, deduction or demand except as herein provided. If the term of this Lease commences on a day other than the first (1st) day of a month, then the first installment of base Rent shall be prorated, based on thirty (30) days per month, and such installment so prorated shall be paid in advance.

DATES	NET RENT PSF	ANNUAL RENT
11/1/22-12/31/22	\$0	\$0
1/1/23-12/31/23	\$6.50	\$71,565.00
1/1/24-12/31/24	\$6.76	\$74,427.60
1/1/25-12/31/25	\$7.03	\$77,400.30
1/1/26-12/31/26	\$7.31	\$80,483.10
1/1/27-12/31/27	\$7.60	\$83,676.00
1/1/28-12/31/28	\$7.91	\$87,089.10
1/1/29-12/31/29	\$8.23	\$90,612.30

- b. In addition to Net Rent the Tenant agrees to pay to Landlord, as Additional Rent, without any set off or deduction whatsoever, the amount of any Real Estate, ad valorem, transaction privilege, sales, and any other taxes incurred by Landlord in relation to the Premises and on the rent transactions, including, but not limited to, all sales taxes levied, imposed or assessed by the United States of America, the State of Florida, or any political subdivision thereof, or any other taxing authority upon the Net Rent, Additional Rent and all other sums payable hereunder. Such Real Estate Taxes are to be paid by the Landlord. Landlord estimates the cost of Real Estate Taxes for the Premies will be \$691.67 per month. Upon any increase to be paid by the Landlord for Real Estate Taxes, Landlord will notify the Tenant of the increase and will adjust the Additional Rent payable by the Tenant to the Landlord to reflect said increase. Said increase in rent will be effective immediately upon notice from landlord to Tenant and Tenant shall pay said increases as praf of its Additional Rent due to Landlord.

In addition to Real Estate Taxes, Landlord must pay the State of Florida Sales Tax on Commercial Leases, which is currently 6.2% in the County of Volusia. Tenant is responsible for any change in the sales tax rate during the initial term and renewals.

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

- c. In addition to Net Rent the Tenant agrees to pay to Landlord, as Additional Rent, without any set off or deduction whatsoever of the rent payments that Landlord is required to pay to the City of DeLand for the Lease of the Land upon which the Premises is built. Such Land Lease Rent is to be paid by the Landlord to the City of DeLand monthly and is subject to annual escalations. As of the date of the execution of this Lease, the Additional Rent for the Land Lease is \$946.83 per month. The Landlord, upon receipt of notice from

the City of Deland of the rent increase to be paid by the Landlord to the City of Deland, will notify the Tenant of the increase and will adjust the Additional Rent payable by the Tenant to the Landlord to reflect said increase. Said increase in rent will be effective immediately upon notice from Landlord to Tenant and Tenant shall pay said increases as part of its Additional Rent due to Landlord. Land lease is attached as Exhibit D.

- d. In addition to Net Rent the Tenant agrees to pay to Landlord, as Additional Rent, without any set off or deduction whatsoever for Insurance Coverage that the Landlord shall maintain for the Premises. Such Insurance is to be paid by the Landlord. Landlord estimates the cost of Insurance for the Premises will be \$391.67 per month. Upon any increase to be paid by the Landlord for Insurance, will notify the Tenant of the increase and will adjust the Additional Rent payable by the Tenant to the Landlord to reflect said increase. Said increase in rent will be effective immediately upon notice from Landlord to Tenant and Tenant shall pay said increases as part of its Additional Rent due to Landlord.
- e. In addition to Net Rent the Tenant agrees to pay to Landlord, as Additional Rent, without any set off or deduction whatsoever, all Operating Expenses as stated in Paragraph 5 below, which Landlord incurs maintaining the Premises. Such Operating Expenses are estimated for the Premises to be \$242.67 per month. Upon any increase to be paid, Landlord will notify the Tenant of the increase and will adjust the Additional Rent payable by the Tenant to the Landlord to reflect said increase. Said increase in rent will be effective immediately upon notice from Landlord to Tenant and Tenant shall pay said increases as part of its Additional Rent due to Landlord. Notwithstanding the foregoing, the "Controllable Operating Expenses" portion of Tenant's Operating Expenses shall not increase by more than three percent (3%) over the previous Lease Year "Controllable Operating Expenses", on a non-cumulative basis. "Controllable Operating Expenses" shall mean only those items included in Operating Expenses where the cost or expense thereof shall be within the reasonable ability of Landlord to control. Specifically excluded from Controllable Operating Expenses, without limitation, are the costs and expenses of Taxes, Insurance, and utilities for the Building.
- f. Actual square footage for the Premises will be determined by space planning and programming with all measurements computed in accordance with BOMA method of floor measurement. Tenant may elect to have the space measured prior to the Commencement Date. If the square footage is found to be greater or less than the square footage shown on in this Lease, Rent and other provisions of this Lease which are based on rentable area shall be adjusted accordingly.
- g. If Tenant fails to pay any regular monthly installment of rent by the tenth (10th) day of the month in which the installment is due, or any other amount due under this Lease, including but not limited to taxes or operating costs within ten (10) days after accrual thereof, there shall be added to such unpaid amount a late charge of five percent (5%) of the installment or amount due and owing under the terms of the Lease.

4. **SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant shall deposit with Landlord a cash security deposit in the amount of \$5,963.75, to guarantee the terms and conditions of the Lease. Upon the occurrence of any event of default by Tenant, Landlord may, at its sole option and without prejudice to any other remedy available to Landlord, use the Security Deposit to the extent necessary to make good any arrears of Rent and any other damage, injury, expense or liability caused to Tenant by such event of default. To the extent the Landlord shall use any portion of the Security Deposit, Tenant shall remit an amount necessary to restore the Security Deposit to its original balance to Landlord on the first day of month following notice of the amount necessary to replenish the amount so used. Such Security Deposit shall be refunded to Tenant after the term of the Lease shall have ended and after all obligations of Tenant under the Lease have been fulfilled. Except as may be required by applicable law no interest shall be paid on any such Security Deposit and Landlord shall not be required to keep the security deposit separate from its general funds.
5. **MAINTENANCE AND REPAIRS.** Tenant shall make and pay for all maintenance, replacement and repair necessary to keep the demised premises, including landscaping, in good state of repair and tenantable conditions, except for the following maintenance, replacement or repair which, unless caused by Tenant's or Tenant's agents', employees', or guests' own intentional or negligent acts, shall remain the Landlord's sole responsibility:
 - a. all maintenance, replacement and repair to the roof, outer walls and structural portion of the building in a safe, dry and tenantable condition and in good order and repair; and
 - b. all repairs, maintenance or replacement of or to the Premises, including but not limited, underground utility installations and underground electrical conduit and wire, which are occasioned by settlement of the premises or a portion thereof, or caused by soil conditions.
6. **UTILITIES AND JANITORIAL.** In addition to the payment of Rent, Tenant shall contract and pay for all electrical, gas, water, sewer, trash removal and janitorial service to the Premises directly to the service provider. If Tenant fails to contract directly with such provider, Landlord shall reserve the right to contract and pay for such service(s) and add them to the operating expenses as defined in Paragraph 3, sub paragraph e of this agreement.
7. **USE.** The Premises are to be used and occupied by Tenant solely office and warehouse space and for no other purpose or use without the prior written consent of Landlord.
8. **ACCEPTANCE OF PREMISES AND BUILDING BY TENANT.** Conditioned upon Tenant's inspection of the Premises and Landlord's completion of the items contained therein, the taking of possession of the Premises by Tenant shall be conclusive evidence of the following:
 - a. Tenant accepts the Premises as suitable for the purposes for which the same are leased;

- b. Tenant accepts the Building and each and every part and appurtenance thereof as being in a good and satisfactory condition.

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

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

Prior to the beginning of any construction of the Premises, Tenant expressly agrees to submit all plans, blueprints or other specifications, including but not limited to, interior decorating schemes, for the construction of improvements on the Premises to Landlord for approval. Landlord

reserves the right to review, modify or reject any proposed improvement or plan for construction, however, Landlord also agrees not to delay, reject or modify any reasonable request for proposed improvement or construction.

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

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

11. **MECHANIC'S LIEN.** Tenant shall not permit any mechanic's lien or liens to be placed upon the Premises, the Leasehold Improvements thereon or the Premises during the term hereof caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Tenant, and nothing contained in this Lease shall be deemed as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair to the Premises, or any part thereof, nor as giving Tenant any authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's or other liens against the interest of Landlord in the Premises. If a lien is filed upon the interest of Landlord or Tenant in the Premises, Tenant shall cause the same to be discharged of record within ten (10) days after filing of same. If Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by deposit in court or bonding. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Landlord, with interest thereon at the rate hereinafter provided from the date of payment, shall be paid by Tenant to Landlord immediately on demand as rent. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, to or for the performance by any contractor, laborer, material man, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. All material men, contractors, artisans, mechanics, laborers and any other persons now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to any portion of the Premises are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Tenant and any subtenants shall have no power to do any act or make and contract which may create or be the foundation of any lien, mortgage, or other encumbrance upon the reversionary or other estate of Landlord, or any interest of Landlord in the Premises.

NOTICE IS HEREBY GIVEN THAT LANDLORD IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING THE PREMISES OR ANY PART THEREOF, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE.

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

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

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

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

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

16. **LEGAL USE AND VIOLATIONS OF INSURANCE.** Tenant shall not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose that is unlawful, disreputable or extra-hazardous on account of fire, or permit anything to be done that

could in any way increase the rate or result in the denial or reduction of fire, liability or any other insurance coverage on the Premises and/or its contents. If, by reason of Tenant's acts or conduct of business, there shall be an increase in the rate of insurance on the Building then Tenant shall pay such increase to Landlord immediately upon demand as additional rent.

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

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

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

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

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

Tenant shall indemnify, defend, and hold harmless the Landlord, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' fees and consultants' fees) arising out of or in any way

connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by the Government under the Laws and all other environmental laws.

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

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

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

20. **ASSIGNMENT AND SUBLETTING.** Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use any part or all of the Premises, without first obtaining Landlord's consent, which Landlord shall not unreasonably withhold, delay or condition. In the event Tenant should desire to assign this Lease or sublet the Leased Premises or any part thereof, Tenant shall give Landlord written notice of such desire at least sixty (60) days in advance of the date on which Tenant desires to make such assignment or sublease. Said written notice shall include detailed information regarding the proposed sub-tenant including financial information and references. Landlord shall respond to any Tenant request to assign, sublease or encumber within thirty (30) business days of written notice of Tenant's desire to enter into such assignment, sublease or encumbrance. At its sole option, Landlord may consent or Landlord may condition its consent on Tenant's agreement to an increase in the minimum rent payable to an amount which is not less than the current market rent for comparable premises. If Landlord elects to withhold its consent, Landlord shall specify in writing to Tenant the grounds upon which Landlord is withholding its consent. If Landlord fails to respond to Tenant within thirty (30) days of receipt to written notice, Landlord shall be deemed to have granted its consent to the proposed sublease, assignment or encumbrance. Any sublease, assignment or encumbrance without Landlord's written consent shall be, at Landlord's sole option, a default under this Lease. Notwithstanding the foregoing, no consent of Landlord is required for Tenant to assign or otherwise

transfer (by operation of law or otherwise) this Lease or any of its rights hereunder: (a) to any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or stock in Tenant; or (b) to any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; or (c) to any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933) of Tenant. No assignment or subletting by Tenant shall relieve Tenant of its obligations and liability under this Lease.

21. TRANSFERS BY LANDLORD. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder in the Premises and other property referred to herein, and in such event and upon such transfer (any such transferee to have the benefit of, and be subject to, the rights and obligations of Landlord hereunder), Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

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

23. EVENTS OF DEFAULT.

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

- i. Tenant fails or refuses to pay any installment of the rent hereby reserved or other sum of money payable hereunder or under any other agreement between Landlord and Tenant when due and such failure or refusal shall continue for ten (10) days after notice.
- ii. Tenant fails or refuses to comply with any term, provision, or covenant of this Lease, other than the payment of rent, or any term, provision, or covenant or any other agreement between Landlord and Tenant, and shall not cure such failure or refusal within thirty (30) days after written notice thereof from Landlord to Tenant.
- iii. Tenant has three (3) or more consecutive defaults (directly attributable to the action or inaction of Tenant) in any twelve (12) month period and/or five (5) or

more defaults, whether or not consecutive within any twenty-four (24) month period, whether or not cured.

- iv. If Tenant or any guarantor of Tenant's obligations hereunder (hereinafter "Guarantor") becomes insolvent, makes a transfer in fraud of creditors, makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.
 - v. Tenant or Guarantor files a petition under any section or chapter of the Federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof, or an order for relief shall be entered against Tenant or any Guarantor in a bankruptcy or its reorganization proceedings under any present or future federal or state bankruptcy or similar law shall be filed in any court and not discharged or denied within twenty (20) days after its filing.
 - vi. A receiver, trustee or custodian is appointed for all or substantially all of the assets of Tenant or of the Premises or any of Tenant's property located therein in any proceeding brought by Tenant, or any such receiver, trustee or custodian shall be appointed in any proceeding brought against Tenant and shall not be discharged within twenty (20) days after such appointment, or Tenant shall consent to or acquiesce in such appointment.
 - vii. Tenant's leasehold interest hereunder is taken in execution or other process of law in any action against Tenant.
 - viii. Tenant removes, attempts to remove or evidences an intention to remove Tenant's personal property from the Premises in a manner not consistent with ordinary and usual business practices without having paid to Landlord all rent due and owing at that time and all rent which may become due during the entire term of this Lease.
- b. If an Event of Default by Tenant shall have occurred and be continuing, Landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Paragraph 23. In addition, if this Lease is not terminated, Landlord may recover from Tenant, upon demand, an amount equal to one (1) month's rent as a security deposit without any modification of Tenant's obligations under this lease and Landlord shall retain all remaining rights as provided by law for the enforcement hereof including an action or actions for specific performance.
- c. If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by force,

summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

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

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

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

- i. all repossession costs;
- ii. brokerage and management commissions;
- iii. operating expenses;
- iv. reasonable legal expenses and costs;
- v. reasonable attorneys' fees;
- vi. alteration and tenant improvement costs, both associated with re-letting and those which are associated with Tenant's Lease and which have been amortized over the Term of the Lease but which have not yet been paid; and

vii. expenses of preparation for such reletting.

g. In the event of Repossession without termination of the Lease, Tenant shall pay such current damages to Landlord monthly on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day.

h. At the sole discretion and option of Landlord, in the event of termination and Repossession, Tenant shall pay either:

i. such current damages as described in Paragraph 23(f) on a monthly basis on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day; or

ii. as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present value of the excess of the Rent, as well as any other sums or charges reserved under this Lease pursuant to Paragraphs 3 and 4, from the day of such termination or Repossession for what would be the then unexpired term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Premises for the same period, said present value to be arrived at on the basis of a discount rate of four percent (4%) per annum.

iii. Nevertheless, in the event of such termination of the Lease, Landlord shall not be required to refund any excess rent it receives over and above that which Tenant is obligated to pay, to Tenant and any said overages shall become the property of Landlord.

i. In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees incurred by Landlord in connection with any Event of Default.

j. In addition to those remedies hereunder, upon termination or Repossession, Landlord shall be entitled to offset against any rents, damages, or other sums of money owed by Tenant, any security deposit and/or any advance rent applicable to any time period after the occurrence of the default and any sums which would then or thereafter otherwise be due from Landlord to Tenant.

k. Upon termination or Repossession, Landlord may alter locks and other security devices at the Premises.

l. Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

m. If Tenant commits an Event of Default (or if any default exists and Landlord has good cause for action prior to expiration of Tenant's cure periods), then Landlord may, but shall not be required to, make such payment or do such act, or correct any damage caused by such prohibited act and to enter the Premises as appropriate in connection therewith, and the amount of the expense thereof, if made or done so by Landlord, with interest thereon at the Interest Rate (as hereinafter defined) from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute additional rent hereunder due and payable with the next monthly installment of rent; but the making of such payment or the doing of such act by Landlord shall not operate to cure such default or to estop the Landlord from the pursuit of any remedy of which Landlord would otherwise be entitled.

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

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

Tenant's occupancy of the Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof.

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

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

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

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

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

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

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

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

30. **WAIVER OF SUBROGATION RIGHTS.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Premises, any Leasehold Improvements, of which the Premises are a part, by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies referred to in Paragraph 29 hereof or is otherwise insured against under an insurance policy maintained by the party suffering such loss or damage, regardless of cause or origin, including any negligence of the other party hereto and/or its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party. Each party hereto agrees to give immediately to any insurer that has issued to it policies of fire and extended coverage insurance written notice of the mutual waiver contained in this provision and to have such policies endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such mutual waiver.

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

Premises are unfit for occupancy. If the Premises is damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the rent hereunder shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds. Any insurance which may be carried by Landlord against loss or damage to the Premises shall be for the sole benefit of Landlord and shall be under Landlord's sole control.

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

33. DAMAGES FROM CERTAIN CAUSES/FORCE MAJEURE. Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable to Tenant for any delay or for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, or neglect of Tenant or any of Tenant's employees or agents, or any other cause whatsoever beyond the control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of, or failure to repair, any part of the Premises necessitated by such causes.

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

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

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

For Notice to Landlord:
Ted Glasrud Associates FL, LLC
759 SW Federal Highway
Suite 217
Stuart, FL 34994

For Notice to Tenant:
Clear Water Compliance LLC
DBA Clear Water Services LLC
2525 West Casino Road
Suite 7A
Everett, WA 98204

With Copy To:

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

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

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

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

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

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

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

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

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

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

45. BROKERS. Tenant represents and warrants that Tenant has had no dealing with any broker other than N/A in connection with the negotiation or execution of this Lease, and Tenant agrees to indemnify Landlord and hold Landlord harmless from any and all costs, expenses or liability for commissions or other compensation claimed by any broker or agent other than the party named above with respect to this Lease.

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

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

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

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

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

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

51. CITY OF DELAND CONSENT. The effectiveness of this Lease Agreement is subject to Landlord and Tenant receiving the City of Deland's approval of the Consent to Sublease in the form as attached hereto as Exhibit D as well as the proposed use and construction plans.

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

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

LANDLORD:

Ted Glasrud Associates FL, LLC

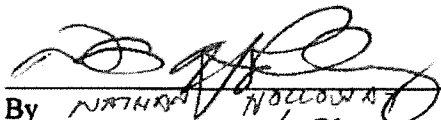
By Glasrud Management, Inc.-its Agent



Theodore G. Glasrud, President

TENANT:

Clear Water Compliance LLC-DBA Clear Water Services LLC



By NATHAN HOLLOWAY
Its: PRESIDENT / CEO

EXHIBIT A
LEGAL DESCRIPTION

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

EXHIBIT B
SITE PLAN

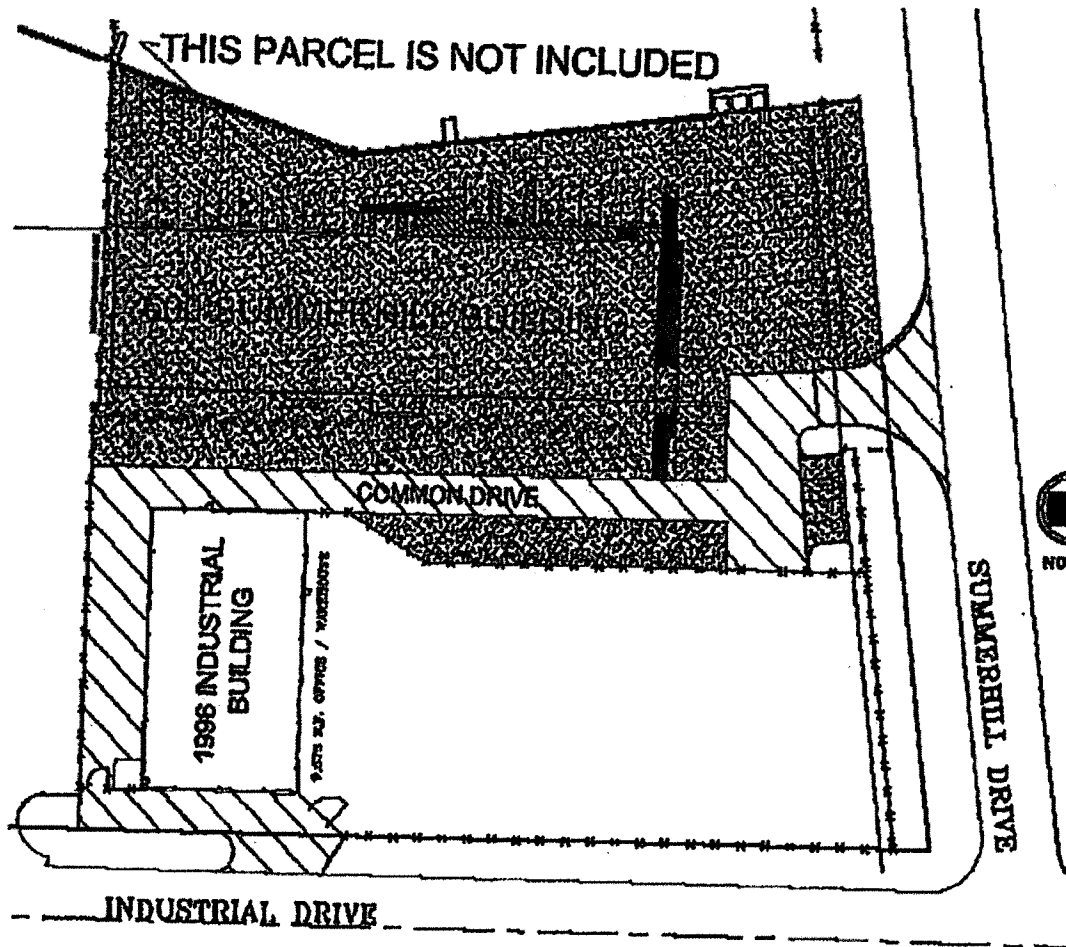


EXHIBIT C
FLOOR PLAN

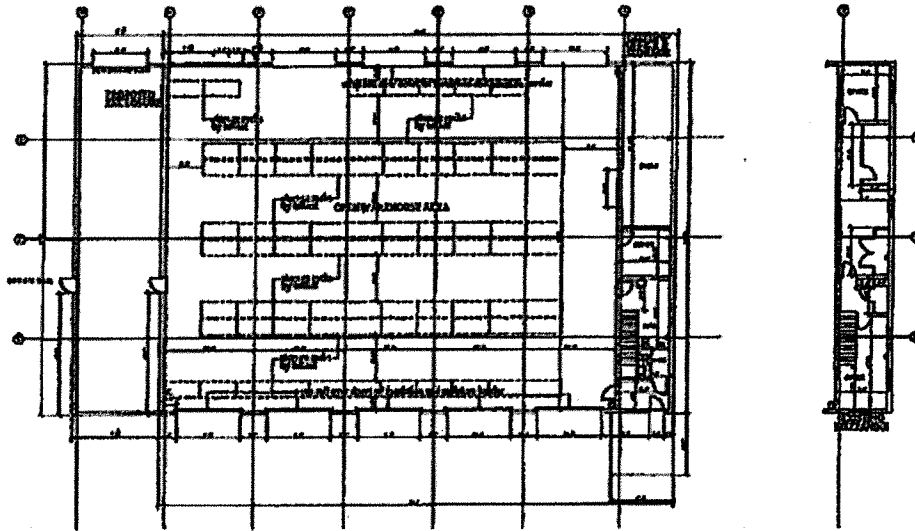


EXHIBIT D
LAND LEASE

(TO BE INSERTED)

EXHIBIT E
CONSENT TO SUBLEASE

THIS **CONSENT TO SUBLEASE** (Consent) is entered into as of this ____ day of _____, 2008, by and among CITY OF DELAND, a Florida municipal corporation, (MASTER LANDLORD), Ted Glasrud Associates FL, LLC., a Florida corporation, (SUBLANDLORD), and _____.

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

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

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

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

1. That the above recitals are true and correct and are Incorporated herein by reference.
2. MASTER LANDLORD does hereby consent to the SubLease as required pursuant to the terms and provisions of Section 22 of the Master Lease.
3. SUBLANDLORD acknowledges and agrees that SUBLANDLORD shall not be released from, and shall continue to be bound pursuant to and in accordance with, all terms and conditions of the Master Lease notwithstanding in any manner whatsoever the MASTER LANDLORD's consent to the SubLease.
4. SUBTENANT acknowledges that SUBTENANT and MASTER LANDLORD are not contractually bound to one another in any manner except as expressly set forth in this **CONSENT TO SUBLEASE**.

5. In the event an Event of Default occurs under any of the terms and provisions of the Master Lease, MASTER LANDLORD shall receive directly from SUBTENANT all sums due or payable to SUBLANDLORD by SUBTENANT pursuant to the SubLease upon receipt of a written notice from MASTER LANDLORD referencing this paragraph, and SUBTENANT shall thereafter pay to MASTER LANDLORD any and all sums becoming due or payable under the SubLease. SUBLANDLORD shall receive from MASTER LANDLORD a corresponding credit for such sums against any payments then due or thereafter becoming due from SUBLANDLORD. Neither the giving of such written notice to SUBTENANT nor the receipt of such direct payments from SUBTENANT shall cause MASTER LANDLORD to assume any of SUBLANDLORD's duties, obligations and/or liabilities under the SubLease and shall not in any manner whatsoever cause the SUBLANDLORD not to be in default and/or cure in any manner whatsoever any Event of Default by the SUBLANDLORD pursuant to the Master Lease, constitute a waiver by or on behalf of the MASTER LANDLORD of such Event of Default and/or prohibit, preclude, and/or estop the MASTER LANDLORD from pursuing any and all remedies available to the MASTER LANDLORD upon the occurrence of an Event of Default under or pursuant to the Master Lease.
6. Provided the SUBTENANT complies with the provision of Paragraph 5 above:
 - a. The SUBTENANTS possession of the Premises pursuant to the SubLease and under the Master Lease shall not be disturbed by the MASTER LANDLORD as a result of or in the exercise of any of the rights of the MASTER LANDLORD against the SUBLANDLORD pursuant to the Master Lease;
 - b. MASTER LANDLORD shall not join the SUBTENANT as a party defendant in any action or proceeding for the purpose of terminating SUBLANDLORD'S possession of the Premises pursuant to the SubLease and under the Master Lease during the term of the Master Lease;
 - c. Upon the effective date of any such termination of the Master Lease, MASTER LANDLORD shall be deemed to have assumed all of the obligations of the SUBLANDLORD pursuant to the SubLease, but MASTER LANDLORD shall not (i) be liable for any prepayment of more than one months rent or any security deposit paid by SUBTENANT; (ii) be liable for any previous act or omission of the SUBLANDLORD under the SubLease or for any other defaults of SUBLANDLORD under the SubLease; (iii) be subject to any defenses or offsets previously accrued which SUBTENANT may have against SUBLANDLORD; or (iv) be bound by any changes or modifications made to the SubLease without the written consent of MASTER LANDLORD. SUBTENANT shall attorn to the MASTER LANDLORD pursuant to the SubLease, and SUBTENANT shall execute and deliver at any time and from time to time, upon the request of the MASTER LANDLORD any

instrument or certificate, in form and substance reasonably acceptable to the MASTER LANDLORD, which may be reasonably necessary or appropriate to evidence such attornment by the SUBTENANT and assumption by the MASTER LANDLORD (as SUBLANDLORD) of the terms and conditions of the SubLease.

7. In no event whatsoever shall any terms and/or conditions of the Master Lease be amended, modified, altered, and/or changed in any manner whatsoever without the express written consent of the MASTER LANDLORD, SUBLANDLORD, and SUBTENANT,

except that in the event any of such parties should be in default pursuant to the appropriate governing instrument, then, in that event, the consent of such defaulting party shall not be required, provided that no amendment, modification or termination shall increase the responsibilities and/or duties of the non-consenting party.

8. **Counterparts and Facsimile Execution and Delivery.** This Consent may be executed in any number of counter parts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The execution and delivery of this **CONSENT TO SUBLEASE** by any or all parties hereto by facsimile transmission shall be deemed the valid and binding execution and delivery of this **CONSENT TO SUBLEASE** by any such party(ies) hereto and shall be considered for all purposes as ☐original☐.
9. **Modification of Termination.** This Consent may only be modified or terminated by a written instrument or instruments executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.
10. **Negation of Partnership.** Nothing contained in this Consent is intended to create any partnership, joint venture or association between the parties hereto or in any way make any party a co-principal with the other parties with reference to the property or the agreements referenced herein and any inferences to the contrary are hereby expressly negated.
11. **Governing Law.** The terms and provisions of this Consent shall be governed by the laws of the State of Florida (without regard to the conflict of laws rules of such State) and to applicable federal law.
12. **Purpose.** The Master Lease is hereby amended insofar as the Purposes Clause shall allow the use allowed in the SubLease in that the Premises shall be used and occupied by Subtenant solely for office, warehouse, distribution and storage of lumber and related products and for no other purpose or use without the prior written consent of Master Landlord, which consent shall not be unreasonably withheld.

13. **Entire Agreement.** This Consent constitutes the entire understanding and agreement between the parties hereto with respect to the transactions referenced herein and supersedes all prior written or oral understandings and agreements between the parties hereto with respect thereto, except that (1) MASTER LANDLORD and SUBLANDLORD are parties to the Master Lease, and (2) SUBLANDLORD and SUBTENANT are parties to the SubLease.

(the remainder of the page intentionally left blank)

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

Signed, Sealed and
delivered in the presence of:

Witness

Witness

CITY OF DELAND, a Florida
municipal corporation,
MASTER LANDLORD

By: _____

Attest: _____

Signed, Sealed and
delivered in the presence of:

Angelica Fortini
Witness

Kristen [Signature]
Witness

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

By: [Signature]
Name: Theodore G. Glasrud
Title: President

Signed, Sealed and
delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

Clear Water Compliance LLC
d/b/a **Clear Water Services LLC**
a Florida corporation,
SUBTENANT

By: [Signature]
Name: NATASHA HOLLOWAY
Title: PRESIDENT / CEO

Notary Public
State of Washington
Saundra D Mulkey
Commission No. 98706
Commission Expires 11/21/2025

LEASE RENEWAL AND AMENDMENT

1996 Industrial Drive

This Lease Renewal and Amendment is executed by the Ted Glasrud Associates FL, LLC with a mailing address of 1700 Highway 36 West - Suite 650, Roseville, MN 55113 ("Lessee") and the City of DeLand with a mailing address of 120 South Florida Avenue, DeLand, Florida 32720 ("Lessor").

Whereas, Lessor entered into that certain lease agreement dated February 07, 2000, which was subsequently amended and ultimately assigned to Lessee (the "Lease"); and

Whereas, the Lease provides Lessee with the option to renew the Lease for up to two (2) renewal periods of 20 years each; and

Whereas, Lessee has provided notice to Lessor of its desire to exercise its first option to renew the Lease for a term of twenty (20) years, which term would commence on February 01, 2020 and end on January 31, 2040; and

Whereas, the Lease provides for a rent redetermination process in order to determine the rent for each renewal term, but the Lessor and Lessee have agreed to forego this process as they are each well aware of the market rate for the leased land and they have agreed to a new lease rate of \$0.18 per square foot for an initial total annual lease payment of \$13,721.43, payable in monthly installments of \$1,143.45, subject to annual cost of living adjustments as set forth in the Lease, commencing on February 01, 2020 and ending on January 31, 2025 and then a lease rate of \$0.23 per square foot for a total annual lease payment of \$17,532.90 payable in monthly installments of \$1,461.08, subject to annual cost of living adjustments as set forth in the lease, commencing on February 1, 2025 and ending on January 31, 2040.

Now, Therefore, Lessor and Lessee agree as follows:

1. The Lease is hereby renewed for a term to commence on February 01, 2020 and end on January 31, 2040. There remains an option to renew the Lease for one (1) renewal term.

2. The annual rent payable under the Lease for the first five (5) years of the new term (ie. February 01, 2020 to January 31, 2025) is \$13,721.43, payable in monthly installments of \$1,143.45, subject to annual cost of living adjustments as set forth in the Lease, with such adjustments commencing on February 01, 2021. Commencing on February 01, 2025 the annual rent shall be adjusted to the higher of the prior year's rent or \$17,532.90, payable in equal monthly installments, which rent shall be subject to annual cost of living adjustments as set forth in the lease, with such adjustments commencing on February 01, 2026.

3. All other terms and conditions of the Lease remain the same.

EXECUTED by the Lessee this 20th day of October, 2019.

EXECUTED by the Lessor this 18th day of November, 2019.

CITY OF DELAND, Lessor

TED GLASRUD ASSOCIATES FL, LLC,
Lessee

By: Robert F. Apgar

Robert F. Apgar,
Mayor-Commissioner

By: GLASRUD MANAGEMENT, INC., Its
Manager

Theodore G. Glasrud
By: Theodore G. Glasrud, President

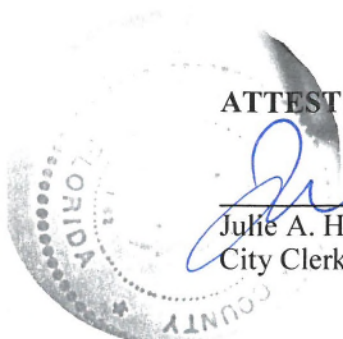
Paul Buchmayer
Senior V.P. of Commercial Real Estate

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

Address: Ted Glasrud Associates MN, LLC
Rosedale Tower
Suite 650
1700 Highway 36 West
Roseville, MN 55113
PH: 651-361-8941
FX: 651-361-8949
Cell: 612-269-2096

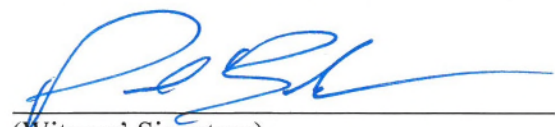
{ADDITIONAL SIGNATURES ON NEXT PAGE}

ATTEST:


Julie A. Hennessy
City Clerk-Auditor

11.18.19

WITNESSES AS TO LESSEE:


(Witness' Signature)

PAUL BUCHMAYER
(Print Name)


(Witness' Signature)

Thomas Fleming
(Print Name)

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

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re T-hangar Rate Adjustment.

DEPARTMENT: Airport

PREPARED BY: john Eiff, Airport Manager

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

Staff has not recommended T-hangar rate increases since October 1, 2019. At this time, it is clear that rental rates at comparable public general aviation airports in our area have increased such that our hangar rates are currently below average market value. In addition, almost all leases at DeLand Airport and in the Business Park contain a minimum of 3% cost of living adjustment, which has been applied consistently. T-hangar tenants have not been subject to this annual increase, but starting October 1, 2023, a 3% cost of living will be applied to all T-hangar leases each year.

Most airports charge varying rental rates for hangars based on size and condition. There is also some variation between hangars at DeLand Municipal Airport. For the purpose of comparison, staff have grouped charges into three tiers based on size, which are depicted in the Table below as Sizes A, B and C. The table below lists the current rental rates for T-hangars at Central and Northern Florida airports for comparison.

T-Hangar Rent in Central Florida Region - Sept. 2022

AIRPORT	SIZE A	SIZE B	SIZE C
Keystone	\$207.19	\$226.18	\$290.50
Marion County	\$266.25	\$319.50	
Inverness	\$266.25	\$392.36	\$639.00
Cross City	\$298.20		
Palatka	\$268.11	\$292.48	\$375.00
Valkaria	\$316.25		
Williston	\$319.50		
Fernandina Beach	\$340.38	\$380.08	\$410.65
Flagler County	\$345.13		
Herlong	\$370.00	\$410.00	\$430.00
New Smyrna Beach	\$386.01	\$431.71	\$476.12
	\$420.00		
Sebastian			
Ormond Beach	\$447.30	\$479.25	\$432.50
Daytona Beach International	\$516		
Sanford	\$395.00		
AVERAGE	\$338.34	\$355.62	\$415.36

Current Rates, DeLand	\$251.85	\$305.72	\$352.30
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As can be seen, DeLand rates are currently below average for airports in Volusia and Flagler Counties

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The Airport Enterprise Fund will receive additional income of approximately \$96,724.68 annually as a result of the proposed increase.

RECOMMENDATION:

Staff recommends that T-hangar rent for all hangars be increased beginning February 1, 2023. At the Airport Advisory Board meeting of October 12, 2022, a presentation was made and a general discussion held regarding the proposed rates as they related to the regional average T-hangar pricing. The general target of the rates recommended below was discussed and there were no objections to the suggested increases proposed but they did recommend keeping rates for Building A low and then providing a graduation of rates for the categories of hangars as we did in the proposed new rates.

The following monthly rates (plus applicable sales tax) will apply:

1. Older hangars (building A) increased to \$281.69 (\$45.21 increase)
2. Older hangars (buildings B and C) increased to \$305.16 (\$68.68 increase)
3. Newer hangars (buildings D, G, H and I) increased to \$375.59 (\$88.53 increase)
4. Larger hangars (buildings E and F) increased to \$446.01 (\$115.21 increase)
5. New hangars to be constructed in 2023 to have a lease rate of \$492.96 (new lease rate)

Staff recommends that the terms and conditions in the current T-hangar leases be reviewed and updated by the Airport Manager and the City Attorney to ensure that we meet all FAA requirements for hangar use in the upcoming fiscal year.

BACKGROUND/DISCUSSION:

Staff notes that all T-hangars remain fully occupied and there is an average of 62 applicants on the waiting list. Staff has applied for additional funding from FDOT to build additional T-hangars.

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Grant of Easement to Duke Energy, 555 South Woodland Boulevard, Conrad Park/Melching Field.

DEPARTMENT: Public Service

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: Duke Easement Melching Field , Exhibit A

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

SUMMARY/HIGHLIGHT:

The City is in the process of renovating the Field and Stadium at Melching Field. A new scoreboard will be installed during phase one of the renovation, and there is a proposed player development center that is in conceptual design now. Both of these items will be supported by an electrical transformer which needs to be installed by Duke Energy. The attached Easement grants rights to Duke Energy to install and maintain their facilities at Melching Field.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Community

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Granting easement to Duke Energy has no fiscal impact.

RECOMMENDATION:

It is recommended that the City Commission approve the grant of the Easement to Duke Energy Florida, LLC.

BACKGROUND/DISCUSSION:

N/A

EASEMENT – MELCHING FIELD AT CONRAD PARK

THIS EASEMENT (“Easement”) from **CITY OF DELAND, a Florida municipal corporation**, 120 South Florida Avenue, 32720 (“**GRANTOR**” whether one or more) to **DUKE ENERGY, FLORIDA, LLC, a Florida Limited Liability Company, d/b/a DUKE ENERGY**, Post Office Box 14042, St. Petersburg, Florida 33733, and its successors, lessees, licensees, transferees, permittees, apportionees, and assigns (“**GRANTEE**”);

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the perpetual right, privilege, and easement to install, operate, and maintain in perpetuity such facilities as may be necessary or desirable for providing electric energy and for communication purposes over, under, upon, across, through and within, the following described lands in Volusia County, Florida, and referred to hereinafter as the Easement Area to wit:

An Easement Area being more particularly described and shown on the accompanying Exhibit “A”, Sketch of Description, as prepared by CPH Consultants, Inc, dated April 12, 2022, consisting of one (1) page, attached hereto and incorporated herein by this reference.

Tax Parcel Number: 701645240030 (Altkey: 2254718)

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right: (a) for **GRANTEE** to patrol, inspect, repair, rebuild, and remove said facilities; (b) for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) ingress and egress over the Easement Area and over portions of **GRANTOR's** adjoining property for the purpose of exercising the rights herein granted which must be granted in advance by **GRANTOR** in order to prevent interference with baseball games and other events taking place at the stadium at which the facilities are located; (d) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of the Easement for the purposes described herein.

Failure to exercise the rights herein granted to GRANTEE shall not constitute a waiver or abandonment.

GRANTOR shall have the right to use the Easement Area in any manner that is consistent with the rights granted to **GRANTEE** herein; provided however, without the prior written consent of **GRANTEE**, which consent shall not be unreasonably withheld, **GRANTOR** shall not (a) place, or permit the placement of, any obstructions within the Easement Area including but not limited to, any building, house, or other above-ground or underground structure, or portion thereof; If obstructions are installed adjacent to the Easement Area, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted equipment; (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area. Excluding removal of vegetation and obstructions as provided herein, any physical damage to the surface of the Easement Area and/or **GRANTOR's** adjoining property caused by **GRANTEE** or its contractors shall be repaired to a condition reasonably close to the previous condition at **GRANTOR'S** expense. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service and **GRANTOR** reserves the right to grant rights to others affecting said Easement Area provided that such rights do not create an unsafe condition or conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

[SIGNATURES ON FOLLOWIG PAGE]

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this _____ day of _____, 2022, and is effective as of the Effective Date herein.

GRANTOR:

**CITY OF DELAND,
a Florida municipal corporation**

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

Christopher M. Cloudman
Mayor-Commissioner

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:

Signature

120 South Florida Avenue
DeLand, Florida 32720

Print or Type Name of Witness

Signature

Print or Type Name of Witness

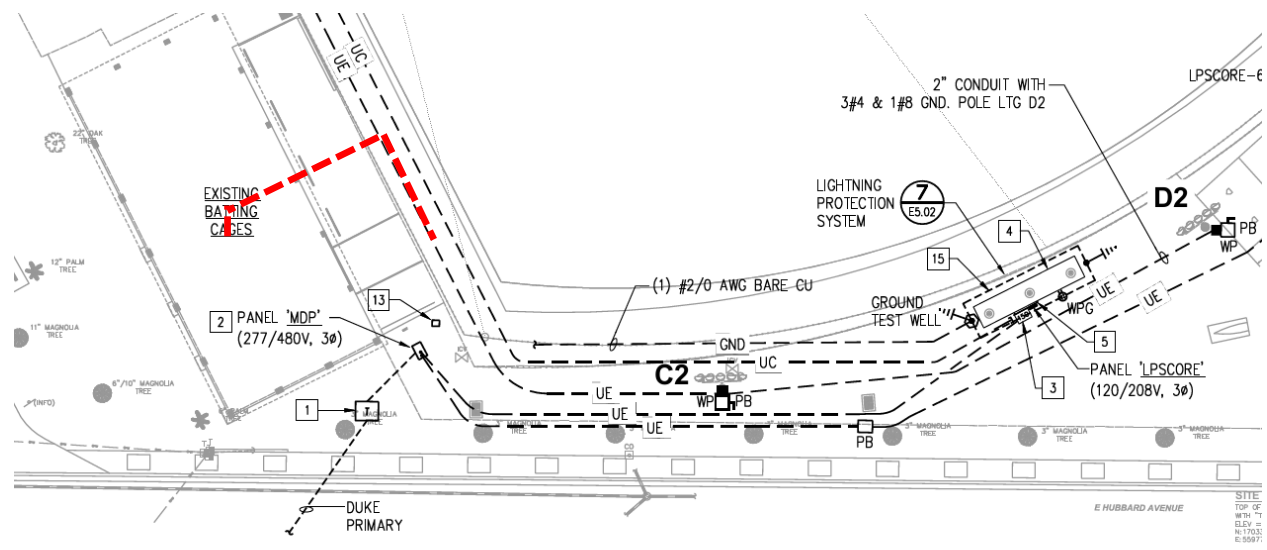
STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Easement was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of _____, 2022, by _____ and _____, its Mayor and City Clerk, respectively of **CITY OF DELAND, a Florida municipal corporation**, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

EXHIBIT A



SITE PLAN - ELECTRICAL
SCALE: 1" = 20'-0"



CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Task Assignment No.16, Greenway Trail Part A, Amendment No.1
– Utility Relocation and Post Design Services.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: CPH Amendment # 1 to Task Assignment No. 16

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

SUMMARY/HIGHLIGHT:

In December 2022, the City Commission awarded an agreement for professional services to CPH, Inc. to provide updated design and permitting for Greenway Trail Part A on Garfield Avenue running from the terminus of a previously installed trail segment at Minnesota Avenue to International Speedway Boulevard.

The subject Amendment # 1 to Task Assignment # 16 includes the following services:

1. Utility Design Services which includes addressing potential conflicts between existing sanitary sewer service laterals and proposed exfiltration trench / storm structures and pipes.
2. CPH will provide permit plan revisions (if necessary) for two segments of gravity wall which were included as part of final construction plans.
3. Bid Phase Services which includes preparing bid documents, attending pre-bid meeting, responding to Bidder's inquiries and evaluating bids.
4. Construction Phase Services which includes attending pre-construction meeting, reviewing of shop drawings, reviewing Request for Information (RFI), attending bi-weekly construction progress meetings and site inspection, providing substantial completion inspection, reviewing of final as-built plans and providing final inspection and certificate of final completion.
5. During permitting phase, the City Forrester, Mariellen Calabro, and her assistant, Chris Jackson, identified protected trees which will need to be monitored during construction. CPH will provide plan revisions/adjustments as necessary where these trees will need to be removed.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

At their August 2, 2022 meeting, Volusia County Council approved \$1.5M ECHO Grant for this project. Staff has negotiated a proposed fee of \$59,530.00 to perform the professional services outlined in the attached Task Assignment.

RECOMMENDATION:

Staff recommends that the City Commission approve CPH Amendment # 1 to Task Assignment No. 16 which includes Utility Relocation and Post Design Services, in the total amount of \$59,530.00.

BACKGROUND/DISCUSSION:

N/A

**TASK ASSIGNMENT NO. 16
CITY OF DELAND
Greenway Trail Part A
Amendment No. 1
Utility Relocation and Post Design Services**



November 4th, 2022

The following scope of services and associated compensation are based on work to be performed by CPH, Inc., herein after called “CPH” for the **DeLand Greenway Trail Extension Part A, from Minnesota Avenue to US 92**, for the City of DeLand herein after called the “CITY”. The proposed work is to be performed within the terms and conditions of the current continuing services agreement between CPH and The City of DeLand.

PROJECT DESCRIPTION

The CITY retained CPH to design the DeLand Greenway Trail Extension Part A project, which is intended to extend the Alabama Avenue Greenway Multi-Use Trail approximately 1.35 miles from its current terminus at the intersection of Minnesota Ave and Garfield Ave, to the existing multi-use trail along US-92. The project has been permitted and approved for a Volusia County ECHO Grant with matching funds by the CITY. The CITY has requested the below scope of services to provide Utility Relocation and Post Design services.

PROJECT SCOPE OF SERVICES

Greenway Trail Part A – Post Design Services

1.0 Utility Design Services

Upon completion of the VVH (Verified Vertical and Horizontal) utility locates being performed under the current design services contract, CPH will provide utility design services and/or design modifications as necessary to address (7) seven identified conflicts with CITY sanitary gravity sewer and/or water main facilities as well as (14) fourteen service lateral conflicts. The utility adjustment plans and construction plans, as completed under the final design services contract, will be modified to include the requisite utility adjustments and/or construction plan revisions to avoid conflict. These services will be provided prior to bidding of the project so as to avoid unnecessary change orders during construction.

2.0 Permit Plan Revisions

During the final design phase, two segments of gravity wall and associated improvements (Sta. 515+80 to Sta. 517+65 & Sta. 532+76 to Sta. 533+87) were proposed as necessary to meet Florida Greenbook requirements for shared use paths such that the proposed improvements would extend beyond the existing right-of-way.. As Easement services were not included with the Final Design Services contract, and there was insufficient time to pursue the necessary services due to ECHO funding approval deadlines; proposed gravity walls were the only viable design option. The proposed gravity walls, hand rail, and resulting utility impacts may be avoided provided the ability of Contractors to work within adjacent private parcels to an extent of (5') five-feet to accommodate slope transitions. If through coordination (performed by the CITY) with affected Property Owners, a Temporary Construction Easement (TCE) or Right of Entry (ROE) is obtained, CPH will revise the construction plans to eliminate the costly gravity wall, hand rails and utility impacts.

3.0 Bid Phase Services

CPH will utilize the CITY supplied front end documents. Roadway specifications will adhere to the FDOT Standard Specifications. CPH will assist the CITY in advertising and obtaining bids for the prime contract.

- a. **Prepare Bid Documents**
CPH will prepare and issue bid documents to all prospective bidders in electronic format (pdf). A non-refundable fee for the cost of hard copy bid documents will be charged to prospective bidders by CPH.
- b. **Pre-Bid Meeting**
CPH will prepare the agenda for, attend and direct the pre-bid meeting. CPH will provide meeting minutes, attendance log, and address any bid questions raised during the meeting.
- c. **Respond to Bidder's Inquiries**
CPH will prepare addenda as appropriate to interpret, clarify or expand the Bidding Documents within the bid period and upon approval by the CLIENT, issue addenda if any.
- d. **Evaluate Bids and Recommend Award**
CPH will prepare bid tabulation summary and assist the City in evaluating bids. Provide written recommendations to the City for the award of construction contract to the lowest responsive and/or responsible bidder.

4.0 Construction Phase Services

CPH will assist the CITY during construction by providing the following construction phase services;

- a. **Pre-Construction Meeting Attendance**
CPH will attend the preconstruction meeting held by the City. CPH will prepare the pre-construction meeting agenda and meeting minutes for distribution.
- b. **Review of Shop Drawings**
CPH will check shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CPH will coordinate review and approval of the shop drawings and maintain a shop drawing log to keep track of the submittals. The Engineer will review submittals for conformance with the plans and specifications.
- c. **Review Contractor RFI's, Requests for Change Orders and Other Coordination**
CPH will assist the CITY in issuing instructions to the Contractor and assist in the preparation of routine Change Orders as may be required. CPH may, recommend to the City, special inspection or testing of the work (whether or not fabricated, installed or completed). CPH will coordinate with the CITY to respond to RFI's from the Contractor. CPH will provide responses to issues related to changes or questions regarding design.
- d. **Construction Progress Meetings & Site Inspection**
For the purposes of this Scope of Services, it is assumed that the construction of the City's facilities will occur over a period of 8-Months (40 weeks). CPH will attend a total of (20) twenty bi-weekly meetings/project reviews during the construction period. The on-site project reviews and inspection services include inspection of installed work and work in progress, as well as review of the Contractor's work for general compliance with plans, specifications, and change orders. CPH will also coordinate with city personnel and inspectors throughout construction. CPH will document and submit reports of any observed deficiencies in constructed improvements and/or progress.
- e. **Substantial Inspection & Punch List**
CPH will, in conjunction with the CITY representatives conduct a substantial completion inspection of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents in order for the Engineer of Record to certify completion of the work. CPH will prepare a "punch List" of items that are deficient or incorrect.

f. Review of Contractor provided As-Builts

CPH will assist the CITY in the review of Contractor-provided record drawings/surveys and other as-built data for installed facilities and present any apparent discrepancies between the as-built conditions and the design conditions to the attention of the CITY. As-built drawings must be prepared and approved by a Florida Licensed Survey.

g. Final Inspection & Certificate of Final Completion

CPH will, in conjunction with the CITY representatives conduct a Final completion inspection of the in-place work to determine if all punch list items identified during the substantial completion inspection have been addressed. Upon CITY's acceptance of final inspection and Contractor provided As-Builts, CPH will provide a Certificate of Final Completion to the City.

5.0 Protected Tree Services

CPH will provide "as-needed" services to the CITY for the preservation of protected trees as identified by the CITY Arborist (or authorized representative) during construction as potentially being impacted. CPH will assist the CITY by providing services for the purpose of resolving any construction conflicts with protected trees as identified by the CITY. Where possible, to avoid a protected tree, CPH will provide plan revisions/adjustments as necessary to remediate or eliminate (if possible) any impacts to the tree. In locations where tree removal is determined to be required, CPH will assist CITY with preparation of documentation (to adequately depict the tree/construction conflict), detail all efforts pursued to avoid impact/removal of the tree, and attend any Tree Advisory Committee meetings as necessary/requested by the CITY. CPH will be dependent upon CITY Staff (including CITY Arborist or authorized representative) for provision of any tree/root protection measures, or other documentation relating to the salvage, protection, or removal of any trees (if required). CPH services are limited (as included herein) to those necessary to accommodate CITY's preferred course of action as pertaining to any specific tree.

This task includes services as provided to the CITY for the preservation of one historic tree at the corner of Garfield Avenue & Oakdale Avenue, and one historic tree (approved by the City Commission for removal) in the vicinity of 650 N. Garfield Avenue; as were identified during permitting of the project with Volusia County. The compensation for this service is hourly, not-to-exceed.

COMPENSATION

Labor and Reimbursable Expenses

CPH will perform the Scope of Services contained in this Agreement on a Lump Sum or Hourly, Not-to-Exceed basis as described below, including reimbursable expenses for project specific expenditures such as, travel, printing and reprographics, postage, and telephone usage. Refer to the Standard Hourly Rate Schedule to be utilized on this project.

GREENWAY TRAIL PART A – UTILITY RELOCATION & POST DESIGN SERVICES

Tasks	Description	Billing Method	Fee
1.0	Utility Design Services	Lump Sum	\$13,650.00
2.0	Permit Plan Revisions		
2.1	Sta. 515+80 to Sta. 517+65	Lump Sum	\$960.00
2.2	Sta. 532+76 to Sta. 533+87	Lump Sum	\$960.00
3.0	Bid Phase Services	Hourly, NTE	\$7,200.00
4.0	Construction Phase Services	Hourly, NTE	\$27,010.00
5.0	Historic Tree Preservation Services	Hourly, NTE	\$9,750.00
UTILITY RELOCATION & POST DESIGN SERVICES TOTAL			\$59,530.00

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- ❖ Expert witness for litigation.
- ❖ Construction staking.
- ❖ Environmental studies and coordination of environmental issues with the regulatory agencies.
- ❖ Off-site utility analysis and design.
- ❖ Off-site storm water analysis and design.
- ❖ Any permits not identified herein.
- ❖ Traffic studies
- ❖ Tree or root protection plans
- ❖ Services requiring a certified Arborist
- ❖ Record drawing creation or review
- ❖ Easement or right-of-way vacation or dedication services or platting services
- ❖ Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- ❖ Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

SIGNATURE BLOCKS

ATTEST:

Printed Name: _____
Title: _____
Authorized Signatory Of Entity

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

Approved as to form and legal sufficiency.

Darren J. Elkind
City Attorney

CPH, Inc.

By: _____
Printed Name: Kurt R. Luman, Jr., P.E.
Title: Sr. Vice President/Associate
Authorized Signatory Of Entity

CITY OF DELAND

By: _____
Robert F. Apgar
Mayor - Commissioner
Date: _____

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Approval for Sale and Consumption of Alcoholic Beverages on City Property for "The Issues Bar."

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS:

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

SUMMARY/HIGHLIGHT:

The Issues Bar 20th Anniversary Event is a new event hosted by The Issues Bar. This event will be held on Wednesday, December 21, 2022.

The organizers are requesting closure of Parking Lot #5 and the authorization for the sale and consumption of liquor, beer and wine. In accordance with City policy Section 3-15, "on any other City property other than parks, an applicant for the consumption of alcoholic beverages must have specific City Commission approval."

The proposal to use a portion of Parking Lot #5 for this activity has been reviewed and initially approved by the Police Department. The area for sale and consumption will be blocked off by barricades to ensure that people consuming alcohol do not leave the defined area.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended that the City Commission approve the sale and consumption of alcohol beverages on Parking Lot #5 during the Issues Bar 20th Anniversary Event scheduled for Wednesday, December 21, 2022. Such consumption will be confined to the special event area.

BACKGROUND/DISCUSSION:

Event organizer asking permission for alcoholic beverage sale and consumption at northside of Parking Lot #5 during a special event.

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Resolution Approving Special Exception for a 4COP Liquor License, Located At 142 West Georgia Avenue (Hyderhead Brewery).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Resolution, SE22-192 Staff Report , SE22-192 Aerial, SE22-192 Zoning

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

SUMMARY/HIGHLIGHT:

The applicant is seeking a Special Exception for a 4COP liquor license at the location of 142 W Georgia Avenue. It is currently a brewery that serves beer and wine, and they currently have a CMB/2COP license from the State. The approval from the city for a special exception will allow Hyderhead Brewery to then purchase a 4COP liquor license and, increase the menu options, and increase sales.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the Special Exception.

BACKGROUND/DISCUSSION:

The subject property meets all the requirements of the special exception as stated under Sec. 33-18(17). of the Land Development Regulations. In the C-2A&H zoning district, establishments requiring licenses above Class 2 (beer & wine) require special exception approval—subject to a minimum separation of 300 ft. between similar uses. The surrounding uses have been reviewed, and it has been determined that there are no other similar uses within the required 300-ft. distance from this site. Both the Blind Pig and Café da Vinci hold 4COP licenses. The Blind Pig is 361 feet away and Café da Vinci is 328 feet away, which permits this use.

Article II - Section 33-18 (17).

Special exceptions; Package store or bar, for all land uses requiring either a Department of Business and Professional Regulation "3 PS" liquor license (package sales) or "4 COP" liquor license (bars, lounges, etc.), the following minimum separation requirements shall apply: C-2A—300 feet; BR, C-1, C-2, C-2AC, C-4 and M-1—500 feet.

RESOLUTION NO. 2022 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING A SPECIAL EXCEPTION TO ALLOW FOR A 4COP LIQUOR
LICENSE, LOCATED AT 142 WEST GEORGIA AVENUE; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the applicant, Jeffery Hyder, has submitted a proper and complete application under Section 33-134 of the City of DeLand Code of Ordinances (hereinafter the “Code”) for a special exception to allow for a 4COP liquor license for its business located at 142 W. New York Avenue; and

WHEREAS, the applicant currently holds a CMB/2COP (beer and wine bar) license from the State; and

WHEREAS, the City Commission finds that the proposed special exception is consistent with all elements of the Comprehensive Plan and Chapter 33 of the Code and is compatible with the predominant use of the surrounding property, and that it will not adversely affect the public interest, natural environment, natural resources or scenic beauty, nor cause excessive pollution, create a hazard or public nuisance, or be dangerous to individuals or the public.

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

Section 1. The City Commission hereby grants a special exception to allow for a 4COP liquor license, located at 142 West Georgia Avenue.

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

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

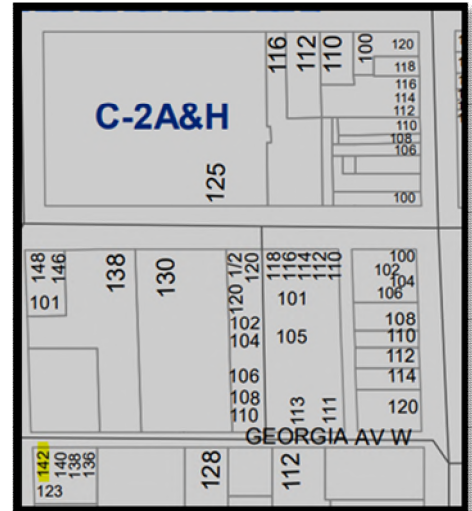
**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

October 19, 2022

Zoning Map

- A. APPLICATION NO:** SE22-192
- B. APPLICANT:** Jeffery Hyder, Owner/Applicant
- ADDRESS:** 142 W Georgia Ave, DeLand, FL 32720

REQUEST: Special Exception that will allow Hyderhead Brewery, which currently holds a CMB and 2COP to purchase a 4COP license.



APPLICABLE ORDINANCE: Article II - Section 33-18 (17).Special exceptions; *Package store or bar, for all land uses requiring either a Department of Business and Professional Regulation "3 PS" liquor license (package sales) or "4 COP" liquor license (bars, lounges, etc.), the following minimum separation requirements shall apply: C-2A—300 feet; BR, C-1, C-2, C-2AC, C-4 and M-1—500 feet.*



C. SITE FACTORS:

Location:	142 W Georgia Ave.
Parcel ID:	701601030062
Parcel Size:	+/- 1400 sq. ft.
Land Use:	Downtown Commercial
Existing Zoning:	C-2A&H Downtown Commercial & Historic
Existing Use:	Bar/Brewery

SURROUNDING USE:

SURROUNDING ZONING:

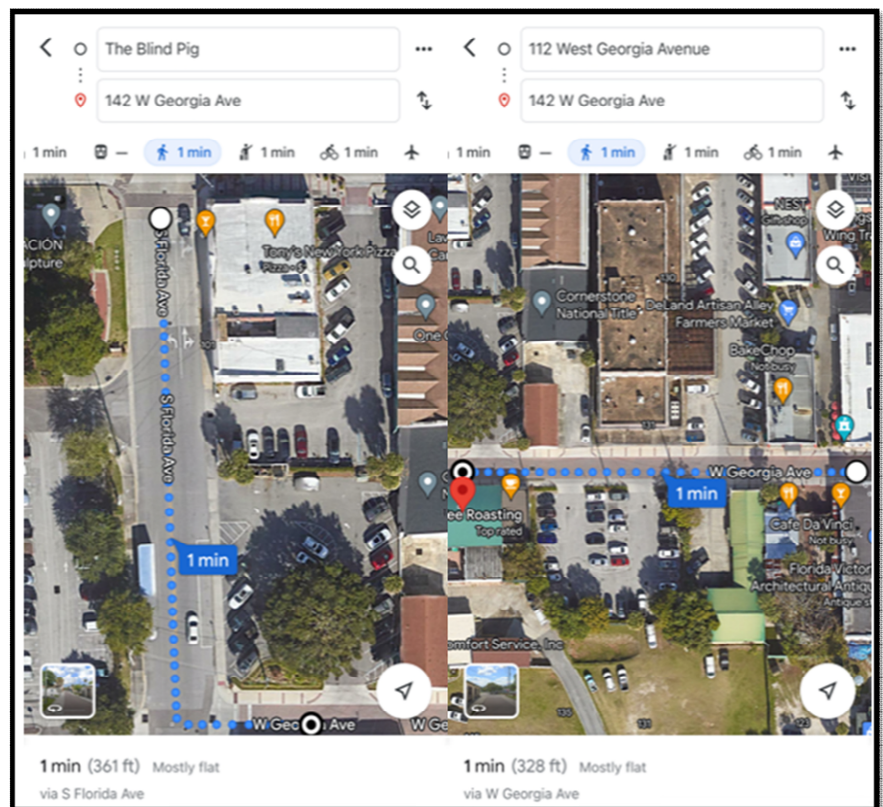
North	Downtown Commercial	C-2A&H (Downtown Commercial &Historic)
South	Downtown Commercial	C-2A&H (Downtown Commercial &Historic)
East	Downtown Commercial	C-2A&H (Downtown Commercial & Historic)
West	Downtown Commercial	C-2A&H (Downtown Commercial& Historic)

D. ANALYSIS:

The applicant is seeking a Special Exception for a 4COP liquor license at the location of 142 W Georgia Avenue. It is currently a brewery that serves beer and wine, and they currently have a CMB/2COP license from the State. The approval from the city for a special exception will allow Hyderhead Brewery to then purchase a 4COP liquor license and, increase the menu options, sales, and hired staff.

In the C-2A&H zoning district, establishments requiring licenses above Class 2 (beer & wine) require special exception approval—subject to a minimum separation of 300 ft. between similar uses. The surrounding uses have been reviewed, and it has been determined that there are no other similar uses within the required 300-ft. distance from this site. Both The Blind Pig and Café Da Vinci hold 4COP licensed. The Blind Pig is 361 feet away and Café Da Vinci is 328 feet away, which permits this use.

The intent of this review is for the board to determine if this use is acceptable at this location. This area is a downtown commercial neighborhood comprised of variety of business and municipal buildings.



E. CONCLUSION:

The applicant is seeking a special exception to allow implementation of a 4COP license for liquor sales (bars, lounges, etc.). They currently hold a CMB/2COP license. (beer & wine)

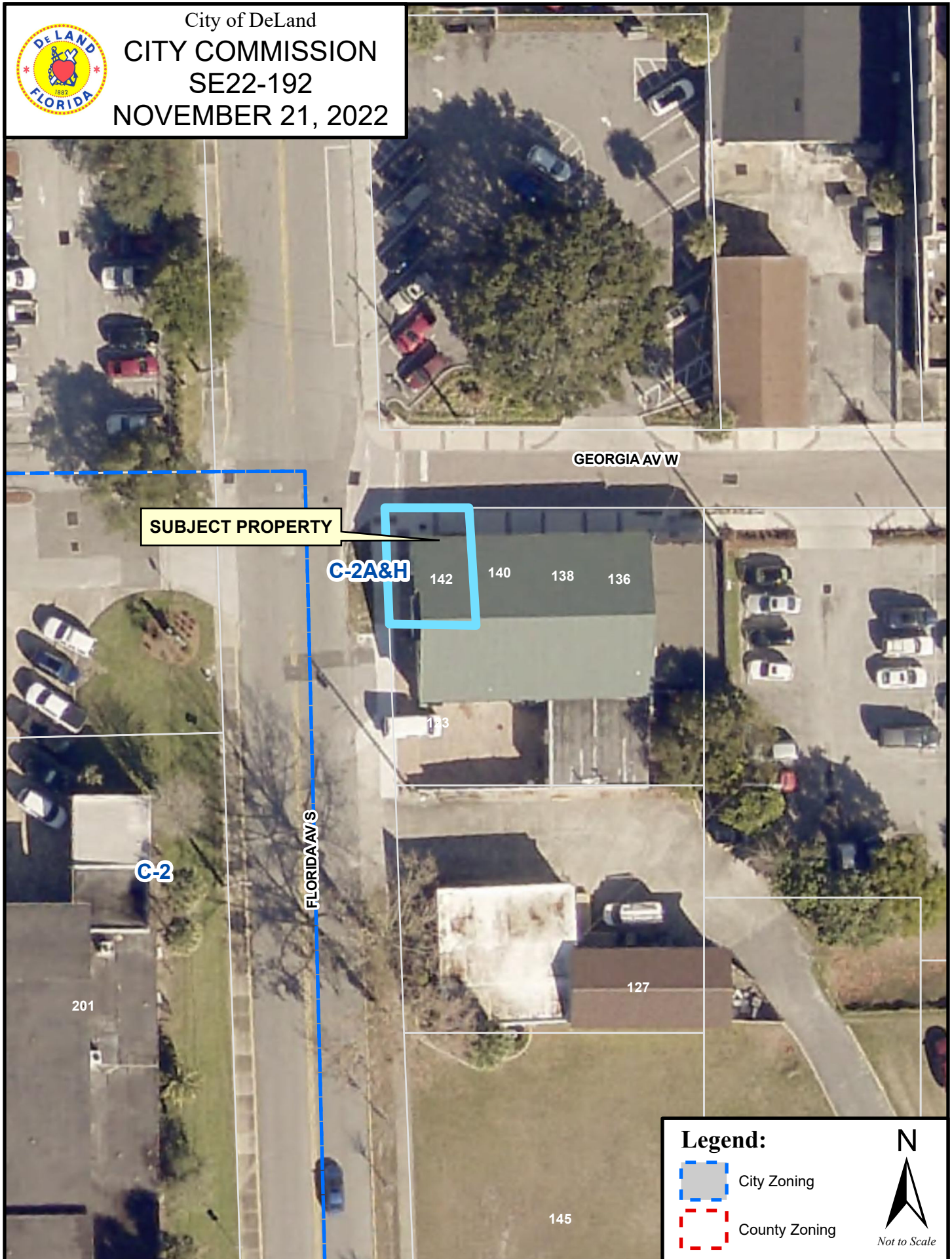
STAFF RECOMMENDATION:

Staff recommends the Planning Board forward the Special Exception to the City Commission with a recommendation of approval. (The City Commission will hold a public hearing on this item at their November 21, 2022 meeting.)

Staff recommends approval of the Special Exception.



City of DeLand
CITY COMMISSION
SE22-192
NOVEMBER 21, 2022



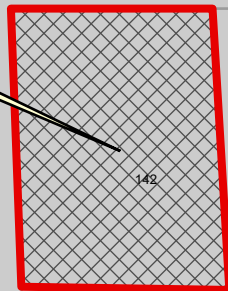


City of DeLand
CITY COMMISSION
SE22-192
NOVEMBER 21, 2022

GEORGIA AV W

C-2A&H

SUBJECT PROPERTY



142

140

138

136

123

C-2

FLORIDA AV S

Legend:



City Zoning



County Zoning



CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Lease Agreement with Representative Webster Barnaby for Office Space.

DEPARTMENT: City Manager

PREPARED BY: Michael Pleus, City Manager

ATTACHMENTS: Lease Agreement with Webster Barnaby

APPROVED BY: Michael Pleus, City Manager, November 18, 2022

SUMMARY/HIGHLIGHT:

Webster Barnaby was recently elected as State Representative for the 27th District of Florida. This new district includes DeLand. Representative Barnaby approached staff about leasing the space on the 3rd Floor of City Hall formerly occupied by State Representative Elisabeth Fetterhoff. The lease is for 750 square feet of office space which will be used as his main District Office. The proposed lease rate is \$750 per month or \$9,000 annually. Phone, fax and equipment will be provided by the State of Florida.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a positive fiscal impact of \$9,000 annually.

RECOMMENDATION:

Staff recommends approval of the attached lease agreement with State Representative Webster Barnaby.

BACKGROUND/DISCUSSION:

N/A

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____ 2022 by and between the City of DeLand, a Florida municipal corporation, whose address is 120 South Florida Avenue (hereinafter referred to as "Lessor") and Webster Barnaby, Florida State Representative, District 29, whose address is 120 South Florida Avenue, DeLand, FL 32720 (hereinafter referred to as "Lessee").

WITNESSETH

WHEREAS, Lessor is the fee owner of real property in DeLand, Volusia County, Florida, such real property having a street address of 120 South Florida Avenue, otherwise known as the DeLand City Hall; and

WHEREAS, Lessor is desirous of leasing approximately 750 square feet on the 3rd floor of the DeLand City Hall (hereinafter referred to as the "Premises") to the Florida State Representative for District 29 for use as a district office; and

WHEREAS, it is in the public's best interest to use the surplus space in the DeLand City Hall for the purpose set forth herein until such time as the space is needed for City of DeLand employees; and

WHEREAS, it is the intention of the Lessor and Lessee that the term of this lease run concurrently with the term of office for the Lessee's District 29 Florida State Representative seat; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described Premises for a term beginning December 1, 2022 and ending on November 1, 2024. Any other provision of this Agreement notwithstanding, Lessor or Lessee may terminate this lease with 60 days written notice to the other party.

2. RENT. The rent for the Premises shall be SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$750.00) per month, payable on the 1st day of each month of the term. Rent shall commence on December 1, 2022.

3. USE OF PREMISES. The Premises shall be used and occupied by the Lessee and Lessee's immediate state staff, exclusively, as a Florida State Representative office. No part of the

Premises shall be used at any time during the term of this Agreement by Lessee for the purpose of carrying on any other business, profession, trade of any kind, or for any purpose other than that of a Florida State Representative. Lessee shall comply with any and all laws, ordinances, rules, and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.

4. **CONDITION OF PREMISES.** Lessee stipulates, represents, and warrants that Lessee shall examine the Premises, and that Lessee shall accept said Premises in the condition in which they are delivered to Lessee. In the event that the condition of the Premises are not acceptable by Lessee in Lessee's sole discretion, then Lessee may terminate this lease by providing written notice to Lessor within ten (10) days after the Premises are available for occupancy.

5. **ACCESS TO PREMISES.** Lessee shall have area specific access to the premises. Lessee shall not be entitled, pursuant to this lease, to use any other rooms (excepting of course incidental use of restrooms, hallways, elevators, etc.) in the DeLand City Hall, except by specific permission granted by the City of DeLand.

6. **ASSIGNMENT AND SUB-LETTING.** Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof.

7. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall make no alterations to the Premises or construct any interior walls or other structures.

8. **NON-LIABILITY OF LESSOR.** Lessor shall not be liable for any damages or injury of or to the Lessee, Lessee's guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment.

9. **ATTORNEYS' FEES.** Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

10. **RECORDING OF AGREEMENT.** Lessee shall not record this Agreement on the Public Records of any public office. In the event that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be entitled to all rights and remedies that it has at law or in equity.

11. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Florida.

12. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

13. **BINDING EFFECT.** The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

14. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

15. **CONSTRUCTION.** The pronouns and herein include, where appropriate, either gender or both, singular and plural.

16. **NON-WAIVER.** No indulgence, waiver, election, or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

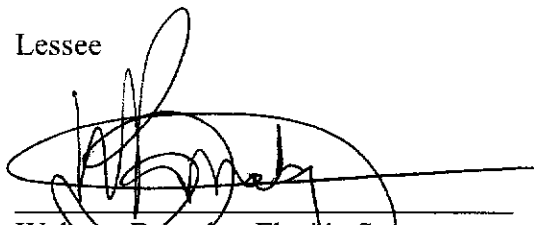
17. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through written amendment signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed.

EXECUTED by the Lessee this _____ day of, _____ 2022.

EXECUTED by the Lessor this _____ day of, _____ 2022.

Lessee



Webster Barnaby, Florida State
Representative, District 29

Lessor
CITY OF DELAND

By: _____
Christopher M. Cloudman, Mayor

Attest:

By: _____
Julie A. Hennessey, City Clerk / Auditor

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Appointments to DeLand Housing Authority.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Millie Quinones Email, Board Applications, Board Member List

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

SUMMARY/HIGHLIGHT:

The terms for Seats 3 and 4 on the DeLand Housing Authority have expired. In addition, Seat 1 is vacant. Terms are for four (4) years. A majority of the Board Members are required to be residents of the City of DeLand. Seat 4 is reserved for a Housing Authority resident or Section 8 recipient.

The Housing Authority staff are requesting that Trude Cole-Hill (Seat 3) and Hilma Blair (Seat 4) be reappointed.

Attached are two (2) applications for the vacant Seat 1. Also attached is an email from the Executive Director of the DeLand Housing Authority stating their preference that someone with banking experience be appointed to Seat 1.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Citizen Advisory Boards support the focus area of "High Value Government."

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission:

- 1) Reappoint Trude-Cole Hill to Seat 3, and Hilma Blair to Seat 4, for terms to expire November 1, 2026;
- 2) Appoint one (1) of the two (2) applicants to Seat 1, for a term to expire November 1, 2025.

BACKGROUND/DISCUSSION:

N/A

Julie Hennessey

From: Millie Quinones <mquinones@delandhousing.com>
Sent: Thursday, November 17, 2022 11:35 AM
To: Julie Hennessey
Cc: Sandy Huffman
Subject: FW: From Julie Hennessey
Attachments: Housing Authority App.pdf

Good morning, Julie,

We did our research applicants are not current landlords, both look good, however the DeLand Housing Authority would benefit if the chosen applicant had some banking experience.

Best regards,

Millie Quinones,
Executive Director, PHM
DeLand Housing Authority
460 Laurel Ridge Way
Deland, FL 32724

D.H.A. office is open for scheduled appointments only. Staff are available by telephone, or e-mail. A secured drop box is available on the left front door entrance of the office to submit requested documents.

Important Notice: This e-mail message is intended to be received only by persons entitled to receive the confidential information it may contain. Florida has very broad public records law. As a result, any written communication created or received by DeLand Housing Authority officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

From: Erin Carello <carelloe@deland.org>
Sent: Thursday, November 17, 2022 10:36 AM
To: Millie Quinones <mquinones@delandhousing.com>
Subject: From Julie Hennessey

DHA Application

Erin Carello
Administrative Assistant III



CITY OF D/eLAND
APPLICATION FOR APPOINTMENT
DeLAND HOUSING AUTHORITY

CRITERIA: Majority must be City residents.

DUTY: A local public housing agency for undertaking and carrying out preliminary planning of low-rent housing projects and financial assistance in providing low-rent housing by leasing dwelling units in existing privately-owned structures.

APPLICANT INFORMATION

Please Type, if possible (or print clearly)

Date: 09/06/2022

Name: **Ramos**
(Last)

Deborah
(First)

Ann
(Middle)

Address: (H) 175 Cliff Street, DeLand, FL Zip Code: 32720

(O) 2240 S. Volusia Ave, Orange City, FL Zip Code: 32763

Phone: (H) (386) 747-5291 (O) (386) 775-3115

E-Mail Address: **Deborah.ramos@td.com**

Employer: **TD Bank**

Position: **Store Manager**

How Long: **12 years**

Education: **School**

Yrs. Completed

Degrees

High School: **Stratford Senior High**

4 year

general studies

Colleges:

1. Do you currently work within the city limits? Yes No **X**

2. Are you a City of DeLand resident? Yes **X** No

3. Do you own property in DeLand? Yes **X** No

4. Have you ever served on a City Board? Yes No **X**

If yes, when and which board? _____

5. Are you currently serving on any advisory board for any other governmental agency?

Yes No **X**

6. How long have you lived in the DeLand area? **20 Years**

Work Experience:

Leadership, administrative, First Time Homebuyer Education and fund raising.

Community Involvement:

Chamber of Commerce

Interests/Activities:

Educating future homebuyers on what is involved with buying their home and all the things that come along with financing a home purchase. Spending time with my family in the great outdoors.

Why do you desire to serve on this Board?

I am eager to help educate and advocate for affordable housing.

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

I understand the responsibilities associated with being a Board member, and I have adequate time to serve on the above Board.


Signature

If you have questions, please call the Office of City Clerk (626-7130). Return this form to City Hall, 120 South Florida Avenue, DeLand 32720 ATTN CITY CLERK.



Application for DeLand Housing Authority City of DeLand

Submitted On:

Oct 5, 2022, 05:28PM EDT

Applicant Name	Damien Jones
Address	522 Anne St, Deland, FL 32724
Email	damethadbiz@gmail.com
Primary Phone Number	8327039783
Secondary Phone Number	
Employment	Ambition Strategies Managing Partner 4 years
High School	Piney Woods School
Colleges	Texas Southern University
Degree(s)	
Do you work within the City Limits?	No
Are you a City of DeLand resident?	Yes
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	1 month
Work Experience	I've worked in government and public policy for over 10 years. Disabled Air Force Veteran.
Community Involvement	I've always been heavily involved in every community I've lived.

Interests/Activities	Reading. Bike riding. Community clean up. Serving seniors.
Why do you desire to serve on this Board?	I'd love the opportunity to serve in this board because I want to help my city's operations move forward effectively by me doing my small part. Adequate and affordable housing is paramount for the success of any city. I'd love the opportunity to help Deland prosper. Thank you and God bless.
User's Session Information	IP Address: 73.55.156.109 Referrer URL: https://www.deland.org/
Upload Additional File(s)	Damien Jones Credentials 2022 Final (GR).pdf
Signature Data	First Name: Damien Last Name: Jones Email Address: damethadbiz@gmail.com <i>Damien Jones</i> Signed at: October 5, 2022 5:28pm America/New_York

DELAND HOUSING AUTHORITY

Revised 10-01-22

Four Year Terms

SEAT	MEMBER	ZIP CODE	TELEPHONE	APPOINTED	TERM EXPIRE
1	(R) Ryan James			03-17-13	11-01-2021
	800 Pine Tree Ct.		873-4185 (H)		
	rjames@mysuretybank.com	32724	734-1647 (O)		
2	(R) Ruth Stanley, Vice-Chair			02-02-09	11-01-2024
	100 E. Kentucky Ave., G2	32724	738-2455 (H)		
	ruth@delandoaks.com		738-0409 (W)		
3	Trude Cole-Hill, Chair		386-734-0763 (H)	12-19-11	11-01-2022
	1450 W. Euclid Ave.	32720	386-878-3650 (W)		
	Trude.cole@td.com		386-624-8266 (C)		
	<i>[Initially appt'd to Seat 4, then reappointed to Seat 3]</i>				
4**	(R) Hilma Blair		873-4313 (H)	12-19-11	11-01-2022
	325 No. Hill Ave.	32724	873-8529		
	blairhilma@yahoo.com				
5	(R) Mike Newberry		no phone given	07-21-14	11-01-2025
	1508 Ginger Snap Trail	32720			
	mnewberry@contractorsbusinesssys.com				

(R): City resident

Membership requirements:

Florida Statutes require that one member be a resident of the Housing Authority.

Resolution 90-52 requires that a majority of the membership be City residents (3 of the 5 members)

**This is the seat reserved for Housing Authority resident or Section 8 recipient.

Millie Quinones, Executive Director
 DeLand Housing Authority
 1450 South Woodland Blvd., Suite 200A
 DeLand, FL 32720
 386-736-1696
mquinones@delandhousing.com

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Appointment to Tree Advisory Committee.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Board Application, Board Member List

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

SUMMARY/HIGHLIGHT:

The current member serving on Seat 6 of the Tree Advisory Committee has abandoned his Seat; he has not attended a meeting since June 2021. Staff has tried repeatedly to reach him, with no response. Thus, Staff has recently notified him via email that he is presumed to no longer be a member.

Attached is an application from Daniel Keller. City residency is not required. Terms are for two (2) years.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission appoint Daniel Keller to Seat 6 on the Tree Advisory Committee.

BACKGROUND/DISCUSSION:

N/A

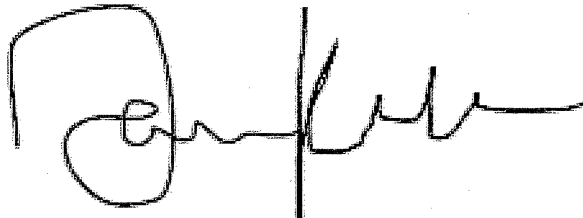


Application For Appointment Tree Advisory Committee City of DeLand

Submitted On:

Oct 23, 2022, 03:08PM EDT

Requester Name	Daniel Keller
Address	29951 Fullerville Rd, DeLand, FL 32720
Email	dani@treeworknow.com
Primary Phone Number	3862164481
Secondary Phone Number	
Employment	Tree Work Now Chief Operations Officer/ Arborist 15 years
High School	Wildwood High School
Colleges	Central Florida Community College
Degree(s)	AA Degree ISA Certified Arborist / TRAQ
Do you work within the City Limits?	Yes
Are you a City of DeLand resident?	No
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	25 years
Work Experience	COO of Tree Work Now - Training, tree climbing, tree health and risk evaluation, professional pruning and proper tree care including tree risk mitigation.

Community Involvement	Volunteer work for the community, churches and schools.
Interests/Activities	Spending time with my family. Fishing. Spending time outdoors.
Why do you desire to serve on this Board?	I would like to see the community's trees responsibly cared for and preserved.
User's Session Information	IP Address: 98.97.177.57 Referrer URL:
Signature Data	First Name: Daniel Last Name: Keller Email Address: dani@treeworknow.co  Signed at: October 23, 2022 3:07pm America/New_York

TREE ADVISORY COMMITTEE

REVISED	7/21/2022	7 MEMBERS: 2 TERMS				
SEAT NO	MEMBER	ADDRESS	ZIP CODE	TELEPHONE	APPOINTED	TERM EXPIRATION
1	Howard Jeffries jaieff2170@yahoo.com	108 Overton Gardens Ln, DeLand	32724	386-801-5246	7/5/2022	8/1/2024
2	Steve Edgar steve@longleafafforest.com	6044 Lake Winona Rd, DeLeon Springs	32130	386-956-8733	2/17/2014	8/1/2024
3	Barbara Stockhausen no email	118 Ridgeway Blvd, DeLand	32724	386-837-5469	4/5/2010	8/1/2024
4	Dana Venrick danavenrick@yahoo.com	35 Spring Glen Rd, Debary 1639 N Spring Garden Ave, DeLand	32713 32720	386-837-3878	2/17/2014	8/1/2024
5	Tadd Kasbeer tkasbeer@volusia.org	428 Berwick Cir, DeLand	32724	386-436-5967 (O) 386-734-3024 (H)	12/3/2002	8/1/2025
6	Charles Gay ggay0606@aol.com	PO Box 144, Pierson	32180	386-202-0047 (H) 386-490-5611 ©	12/3/2007	8/1/2025
7	Suze Peace 10sfpeace@gmail.com	1571 Alanson Dr, DeLand	32724	386-837-5469	7/5/2022	8/1/2025

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Consideration re Appointment to the DeLand Planning Board.

DEPARTMENT: City Clerk

PREPARED BY: Julie Hennessy, City Clerk

ATTACHMENTS: Board Applications, Board Member List

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

SUMMARY/HIGHLIGHT:

With the resignation of Dan Reed, Seat 7 on the DeLand Planning Board is vacant. Terms are for four (4) years. Members must be DeLand residents.

Staff has received applications from the following: Harper Hill; Kelly Hobbs; Lacey McMullan; Jonel Meta; Beverly Scott; and, Paul Tetor.

The applicants have been notified of this meeting date and time.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the City Commission review the application and appoint one of the applicants to Seat 7 on the DeLand Planning Board, for a partial term to expire November 1, 2024.

BACKGROUND/DISCUSSION:

N/A



Planning Board Appointment Form

City of DeLand

Submitted On:

September 16, 2022 5:00pm

America/New_York

Requester Name	Harper Hill
Address	801 N Clake St
Email	harperhill10@gmail.com
Primary Phone Number	3868481161
Secondary Phone Number	
Employment	Harper Hill & Associates, Inc. Agency Owner 5yrs
High School	Savannah Vountry Day School
Colleges	Stetson University
Degree(s)	BBA in Finance
Do you work within the City Limits?	Yes
Are you a City of DeLand resident?	Yes
Do you own property in DeLand	Yes
Have you ever served on a City Board?	Yes
If yes, when and which board?	Economic Development
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	Since 1999
Work Experience	Agency owner at Allstate in DeLand. Background in marketing and finance.
Community Involvement	Past President of the Rotary Club of DeLand, DeLand Area Chamber of Commerce(member), YMCA Volusia/Flagler Board of Directors, Alpha Tau Omega Board of Trustees
Interests/Activities	Golfing, Boating, Cars, Family time with kids
Why do you desire to serve on this Board?	I am an active member of our community and would like to be more involved in the direction of our City.
User's Session Information	IP Address: 71.43.87.35 Referrer URL: https://www.deland.org/
Signature Data	First Name: Harper Last Name: Hill

Email Address: harperhill10@gmail.com

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a stylized, elongated shape.

Signed at: September 16, 2022 5:00pm America/New_York



Planning Board Appointment Form City of DeLand

Submitted On:

Oct 5, 2022, 03:41PM EDT

Requester Name	Kelly Hobbs
Address	930 Park Place Deland, Florida. 32720
Email	kellymon03@outlook.com
Primary Phone Number	3867171857
Secondary Phone Number	3864697700
Employment	Gurrs and Purrs VP of Operations 6 years
High School	Niami Sunset Senior High
Colleges	Lake Sumter Community College
Degree(s)	High School, AA.
Do you work within the City Limits?	Yes
Are you a City of DeLand resident?	Yes
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	20 years
Work Experience	I am currently self-employed and work in Downtown DeLand, my wife and own a small boutique called Gurrs and Purrs, a store based on nutrition for pets. I am responsible for research and acquisition of quality products that we carry,

	dealing with individual owners and suppliers. I also educate the local pet community in pet nutrition. We are a hub for Downtown information and services. I have had an extensive work career, from high level management, sales positions and hard labor, which gives me a unique insight to many positions and the breadth of their needs. I can relate with most everybody.
Community Involvement	We help with local charitable events, the High School, local churches, Shelters providing them with auction items and food. We have an adoption program that provides free food and supplements for both cats and dogs for new owners in the community. We help place dogs and cats to good homes by passing the shelters.
Interests/Activities	Reading, gardening, working out, cooking and enjoying my family.
Why do you desire to serve on this Board?	I wish to learn more about my cities growth, and what the rules, codes and laws are that steer the cities growth. I want to be more involved in the shaping of this community, hands on, instead sitting on the sidelines. I feel that I can bring a diversity to the conversation in the progress of DeLand.
User's Session Information	IP Address: 72.188.19.29 Referrer URL: https://www.deland.org/
Signature Data	First Name: Kelly Last Name: Hobbs Email Address: kellymon03@outlook.com  Signed at: October 5, 2022 3:40pm America/New_York



Planning Board Appointment Form City of DeLand

Submitted On:

Oct 20, 2022, 10:01AM EDT

Requester Name	Lacey McMullan
Address	308 North Salisbury Ave, Deland, FL 32720
Email	lacey.mcmullan.esq@gmail.com
Primary Phone Number	7039450142
Secondary Phone Number	
Employment	Konexo US Of Counsel 1.5 years
High School	Deland High School
Colleges	University of Florida - Dual B.A. in History and Political Science Vanderbilt University Law School - J.D.
Degree(s)	B.A. and J.D.
Do you work within the City Limits?	No
Are you a City of DeLand resident?	Yes
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	2.5 years most recently, but I also lived here from the age of 4 to 17 (1991 to 2005).
Work Experience	Please see my attached professional resume and a cover letter.
Community Involvement	I served on a city advisory committee in Takoma Park,

	Maryland that was aimed at making recommendations for changes to the streets and walkways in town (new sidewalks, bike lanes, speed limits, etc.). I recently joined the local Deland MOMS Group.
Interests/Activities	Caring for my three beautiful children, music and art, hiking/camping, and creative writing.
Why do you desire to serve on this Board?	I feel strongly that it is important to take ownership in my community, to bring my voice and unique viewpoint to ensure the City moves in a direction that reflects the needs and desires of a cross-section of its residents. I believe in sustainable growth that looks to the future while at the same time preserving the City's identity. I can offer the Board my perspective as someone who grew up here (DeLand High Class of 2005), who returned to the City of DeLand in 2020 after living in mid-sized cities and major metropolitan areas. I am a working professional and mother of three young children. Our family recently purchased a home near downtown. I have experience serving on City committees in my former community (the City of Takoma Park, Maryland), and generally being an active participant in civic discourse concerning City planning and development. I am smart, I take guidance from data and research, and I genuinely enjoy doing the research necessary to make informed decisions. I am passionate and ready to engage with City residents to talk about their concerns, hopes and dreams for this community.
User's Session Information	IP Address: 97.101.136.70 Referrer URL: https://www.deland.org/
Upload Additional File(s)	L McMullan Cover Letter _ DeLand Planning Board.pdf L.McMullan_Resume_ October 2022.pdf

Signature Data

First Name: Lacey
Last Name: McMullan
Email Address: lacey.mcmullan.esq@gmail.com

Lacey Logsdon McMulla



Planning Board Appointment Form City of DeLand

Submitted On:

Oct 16, 2022, 09:56PM EDT

Requester Name	Jonel Meta
Address	752 Mystic Oaks Ln
Email	jonel.meta@outlook.com
Primary Phone Number	2158336402
Secondary Phone Number	
Employment	Black Knight Financial Services Data Analyst, Property Assessor Data 3 years
High School	Central High School in Philadelphia, PA
Colleges	Chestnut Hill College in Philadelphia, PA
Degree(s)	Bachelors of Science in Criminal Justice
Do you work within the City Limits?	Yes
Are you a City of DeLand resident?	Yes
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	1.5 years
Work Experience	Black Knight Financial Services, Data Analyst - Property Assessor Data • Analyze proprietary assessor data to ensure accuracy • Make complex data enhancements and corrections using MS SQL Server. • Provide detailed quality

control reports to document significant data shifts, gains, or losses. • Work with Assessor Data Team on new innovations to improve deliverables and increase client satisfaction. • Selected for 'Emerging Leaders' management training program. Newport Group, Investment Analyst - Non-Qualified Retirement Plans • Analyzed asset and liability sheets for investment clients and executed all necessary money movements and trades. • Carefully reviewed confirmations for trades placed by Newport's Asset and Liability Management team. AXA Advisors, LLC, Financial Professional – Financial Sales • Worked with seasoned financial advisors to provide individuals, business owners and corporations with comprehensive insurance, investment, and wealth preservation services. • Passed the exam to obtain a Florida 2-15 Life, Health, and Variable Annuities Agent license. • Passed the Series 7 exam and registered with FINRA to trade all securities products. Freedom Mortgage, Senior Business Analyst – Purchase Vertical • Became the point of contact for all business analysis needs of the Call Center Purchase business, reporting directly to the EVP who oversaw the vertical. • Mentored and trained a junior analyst to take over daily tasks, which included updating reports and attending routine meetings. • Created detailed lead conversion reporting, with recommendations for optimization by target states and other segments; highlighted key business metrics and included recommendations on shifting company resources between different marketing campaigns. Freedom Mortgage, Business Analyst – Call Center Business Analytics • Worked within a team of analysts to provide reporting and insights to decision makers. • Collaborated with other reporting teams to develop and maintain optimized data collection procedures, to summarize business growth and maintain business projection and forecasting models. • Passed the exam for the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (SAFE Act) to become a licensed mortgage professional. Bank of New York Mellon, Investor Services Representative – Custodian Banking Services • Assisted in the creation of investment accounts for both large institutions, ranging from Fortune 500 companies to non-profit organizations, and high net-worth individuals. • Provided information related to the company's custodian bank services, such as information about dividends and capital gains, as well as corresponding tax paperwork. • Received trade requests, which included additional contributions, fund transfers, and account distributions or liquidations.

Community Involvement

I moved to to DeLand not too long ago and am interested in getting involved and giving back to my community.

Interests/Activities	I enjoy studying economics and finance, and updates in data analytics. I also like to go hiking and to maintain my home garden. I spend time reading classic literature and philosophy, and enjoy watching movies with my family.
Why do you desire to serve on this Board?	I desire to serve on the Board because it is a great way to serve my community. I believe my background as an analyst in mortgage banking , and the general property data field, would be of use to the Board. I am excited about the opportunity to learn more about DeLand's growth and development.
User's Session Information	IP Address: 72.188.9.250 Referrer URL:
Upload Additional File(s)	Jonel Meta Resume.docx
Signature Data	First Name: Jonel Last Name: Meta Email Address: jonel.meta@outlook.com Signed at: October 16, 2022 9:56pm America/New_York



Planning Board Appointment Form

City of DeLand

Submitted On:

September 16, 2022 12:26pm

America/New_York

Requester Name	Beverly Scott
Address	614 E Wisconsin Ave. Deland, FL. 32724
Email	bascott1@windstream.net
Primary Phone Number	4044443064
Secondary Phone Number	
Employment	Self employed Real Estate Broker 23 years
High School	South Gwinnett High School
Colleges	University of Houston
Degree(s)	
Do you work within the City Limits?	Yes
Are you a City of DeLand resident?	Yes
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	3.5 years
Work Experience	Real Estate Broker Real Estate Development Information Technology Director Small Business Owner (Interior Decorating)
Community Involvement	Literacy Coalition, Big Brothers & Sisters, Houston Seamen & Mariners Center, Galveston Bay Association
Interests/Activities	Gardening, Florida History, Reading, Photography
Why do you desire to serve on this Board?	I believe it is important for all to contribute to the well being of our community. It is a duty for all to serve in some capacity regardless of how small the contribution may be.
User's Session Information	IP Address: 72.188.24.245 Referrer URL: https://www.deland.org/
Signature Data	First Name: Beverly

Last Name: Scott

Email Address: bascott1@windstream.net

Beverly Scott

Signed at: September 16, 2022 12:24pm America/New_York



Planning Board Appointment Form City of DeLand

Submitted On:

Sep 27, 2022, 02:32PM EDT

Requester Name	Paul Tetor
Address	829 E New York Ave Apt A
Email	teets1947@gmail.com
Primary Phone Number	3868014496
Secondary Phone Number	
Employment	Retired 0 0
High School	Winter Park High
Colleges	Orlando Junior College
Degree(s)	none 1 year
Do you work within the City Limits?	No
Are you a City of DeLand resident?	Yes
Do you own property in DeLand	Yes
Have you ever served on a City Board?	No
Are you currently serving on any advisory board for any other governmental agency?	No
If yes, when and which agency?	
How long have you lived in the DeLand area?	42 years
Work Experience	owned business
Community Involvement	none
Interests/Activities	golf hockey baseball government

Why do you desire to serve on this Board?	To watch the growth of Deland
User's Session Information	IP Address: 184.88.74.125 Referrer URL: https://www.deland.org/
Signature Data	First Name: Paul Last Name: Tetor Email Address: teets1947@gmail.com  Signed at: September 27, 2022 2:31pm America/New_York

PLANNING BOARD

Revised 11-1-22

7 members/4 year terms

SEAT NO.	MEMBERS	ZIP CODE	TELEPHONE	APPOINTED	TERM EXPIRES
1.	Buz Nesbit 425 Victoria Hills Dr. buz.nesbit@gmail.com	32724	386-960-6677 (H) 386-269-6639 (O) 317-698-8776 (C)	5-15-17	11-01-2023
2.	Jeremy Owens 209 Crystal Ridge Rd 500 W. Fulton St.Sanford jowens61090@cfl.rr.com	32720 32771	386-747-9056 (H) 407-322-6841 (O)	11-07-16	11-01-2024
3.	Nora Kay Lewis (f/k/a Huth) 516 N. Woodland Blvd. DeLand, FL 32724 nkhuth@gmail.com		860-250-5152 (H) 386-822-7172 (O)	11-20-19	11-01-2023
4.	Al Neumann 136 No. Clara Ave. alneumann@aeengineeringinc.com Neumann2@protonmail.com	32720			11-01-2024
5.	Don Liska 224 N. Woodland Blvd. DeLand, FL 32720 kreid@drtcpa.com		386-740-1600	01-22-19	11-01-2023
6.	Virginia Comella (VC) 1491 W. Silver Hammock donliska@gmail.com	32720	386-943-8579 (H)	11-01-13	11-01-2023
7.	Dan Reed 130 No. Clara Ave DeLand FL dreed1121@gmail.com	32720	386 451 7037 (C)	05-18-20	11-01-2024

Requirements:

The Planning Board shall consist of seven (7) members, who shall be residents of the City of DeLand; The terms of the members shall be for four (4) years. **Requires filing of Annual Financial Form (Form 1F).** Board authorized by Chapter 24.
Forms/pbmembers2017

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Second Reading of Ordinance No. 2022-31, Changing the Land Use for Approximately 14.57 Acres of Property, Located on North Spring Garden Avenue, South of Clear Lake Drive, from Mixed Office-Residential to High Density Residential.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: ORD-2022-31 , Exhibit A - Legal Description , SMLU22-074 Proposed Land Use Map, SMLU22-074 VGMC Approval Letter, SMLU22-074 Current Land Use Map, SMLU22-074 Staff Report, SMLU22-074 Aerial Map, SMLU22-074 Zoning Map, Survey

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

SUMMARY/HIGHLIGHT:

A request to amend the land use designation from Mixed Office-Residential (MOR) to High Density Residential (HDR) for approximately 14.57 acres of property located on N. Spring Garden Ave., south of Clear Lake Rd. The applicant is proposing to construct a multi-family residential project. The subject property is part of the Cascades Planned Development. The requested land use designation of High Density Residential will allow a maximum density of 16 dwelling units per acre. The land use amendment will increase the maximum residential units permitted, but will eliminate the possibility of more intense commercial uses, such as office use. The applicant has also applied for a PD rezoning to create a multi-family development (Z22-046) that will also be heard on this agenda.

The application was approved on first reading at the July 18, 2022 City Commission meeting and was transmitted to the Volusia Growth Management Commission for their review and approval. The application was approved by the VGMC, and the letter is attached. The land use application is being processed in conjunction with the PD rezoning application, Z22-046.

At the June 15, 2022 meeting, the Planning Board recommended approval of the land use amendment.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Institute Smart Growth Principals

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property, and inclusion of the new units onto the City's tax rolls will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the land use amendment of this property from Mixed Office-Residential to High Density Residential on second reading.

BACKGROUND/DISCUSSION:

The applicant is proposing to construct a multi-family residential project. The requested land use designation of High Density Residential will allow a maximum density of 16 dwelling units per acre. The land use amendment will increase the maximum residential units permitted, but will eliminate the possibility of more intense commercial uses, such as office use. The Mixed Office-Residential designation allows for a maximum density of 5.8 dwelling units per acre. On 14.57 acres, the property could yield no more than 85 dwelling units. Alternatively, the proposed High Density Residential designation allows for a maximum density of 16 dwelling units per acre. If the proposed land use is approved, the property could theoretically develop up to 233 dwelling units. Per the City's Comprehensive Plan, the High Density Residential land use is intended to act as a buffer between lower density uses and more intense nonresidential uses.

Developments with higher densities should be located in proximity to major transportation facilities and utility lines. The adjacent land uses surrounding the subject property include Highway Commercial, which has a maximum density of 16 dwelling units per acre; Low Density Residential, which has a maximum density of 5.8 dwelling units per acre (the same density as the existing land use); and High Density Residential, the same as what is being proposed for this project.

ORDINANCE NO. 2022 - 31

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE FUTURE LAND USE DESIGNATION OF CERTAIN PROPERTIES LOCATED SOUTHEAST OF THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; FROM MIXED OFFICE-RESIDENTIAL FUTURE LAND USE DESIGNATION TO HIGH DENSITY RESIDENTIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment is a land use of 50 acres or less; and
2. The cumulative effect of the above condition does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designations of approximately 14.57 +/- acres of land located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue from Mixed Office – Residential future land use designation to High Density Residential future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11), for the purpose of transmitting the proposed Comprehensive Plan amendment to the Volusia Growth Management Commission and the Florida Department of Economic Opportunity.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcels of land located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue; consisting of approximately 14.57 +/- acres of land from Mixed Office – Residential Future Land Use

designation to Mixed Commercial Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

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

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: July 18, 2022
Adopted on second reading: November 21, 2022

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

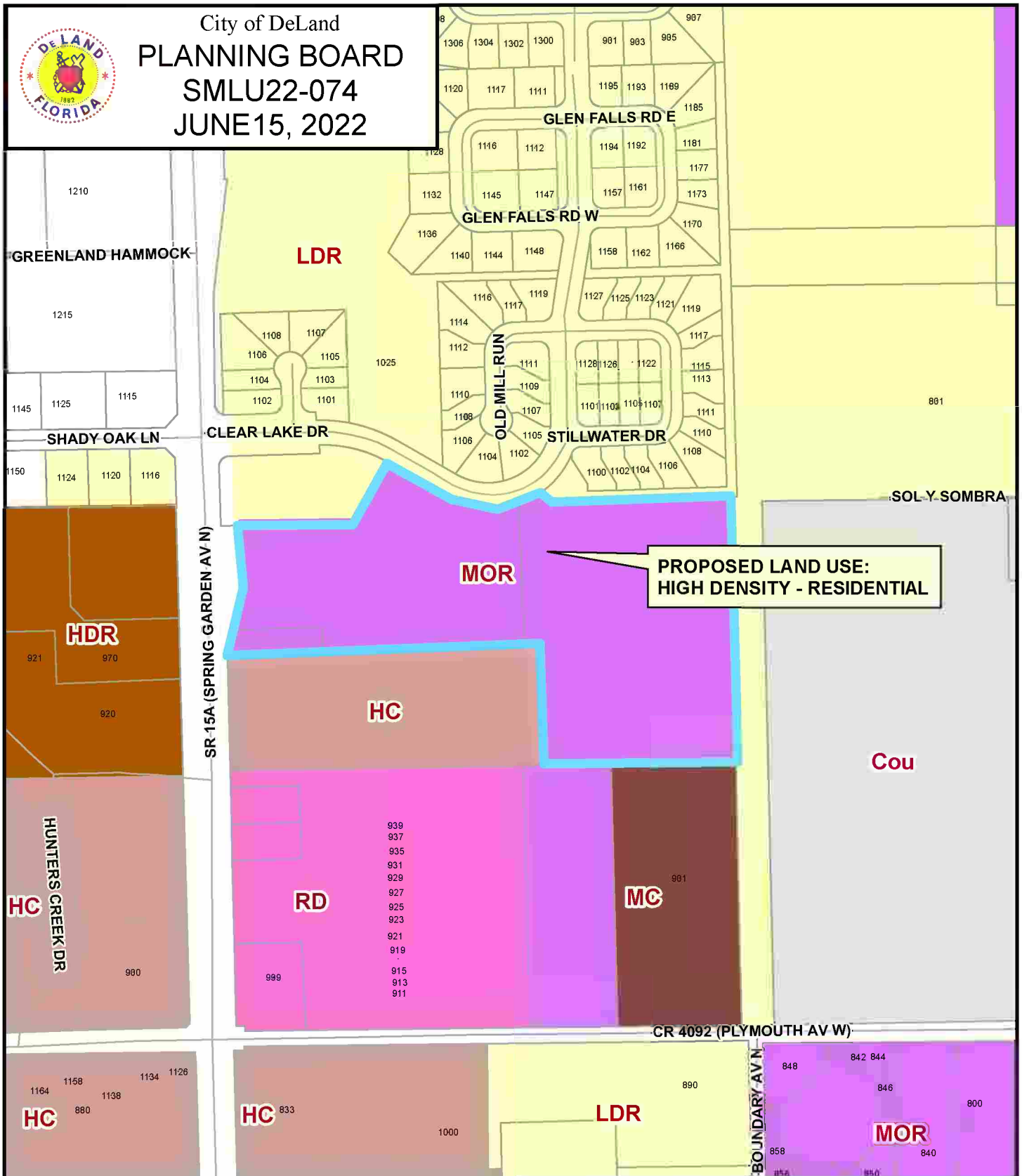
A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of $17^{\circ} 31' 31''$ and a chord bearing and distance of North $63^{\circ} 34' 20''$ East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South $35^{\circ} 11' 25''$ East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North $88^{\circ} 18' 35''$ East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South $01^{\circ} 39' 44''$ East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South $89^{\circ} 15' 51''$ West along this South line a distance of 505.56 feet to the Point of Beginning.



City of DeLand
PLANNING BOARD
SMLU22-074
JUNE 15, 2022



DeLand Future Land Use:

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





Volusia Growth Management Commission

August 16, 2022

Mike Holmes, Planning Director
City of DeLand
120 S. Florida Avenue
DeLand, FL 32720

**RE: VGMC Case #22-047 – City of DeLand
Small Scale Amendment – SMLU22-074
Certificate of Consistency**

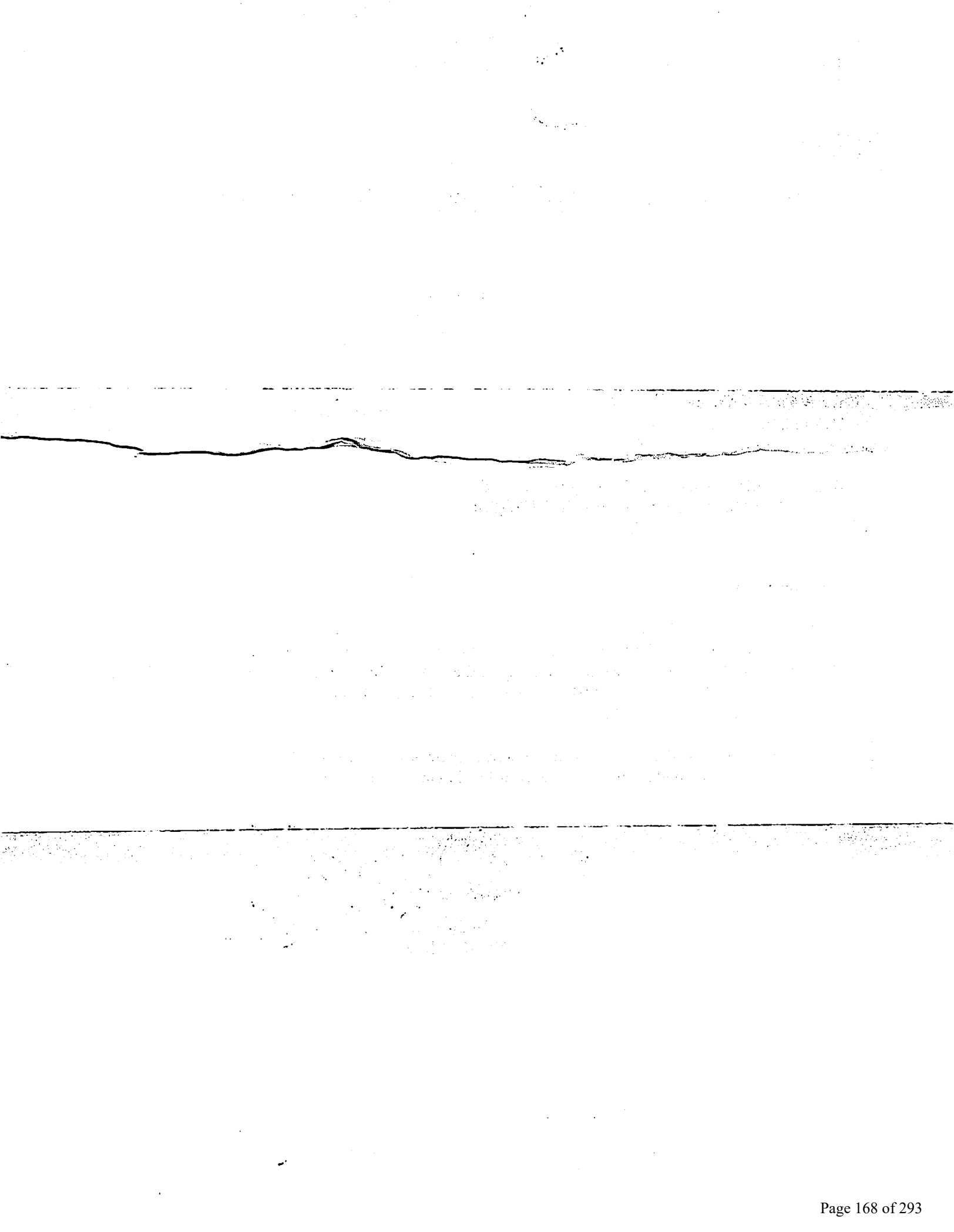
Dear Mr. Holmes,

VGMC Case No. 22-047 qualifies for certification in accordance with Chapter 90, Article II. of the Volusia County Code of Ordinances, Volusia Growth Management Commission Consistency Certification Rules and Organization. Based upon the lack of objection filed by another unit of local government, VGMC Case No. 22-047 is hereby deemed certified as consistent effective August 15, 2022 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.

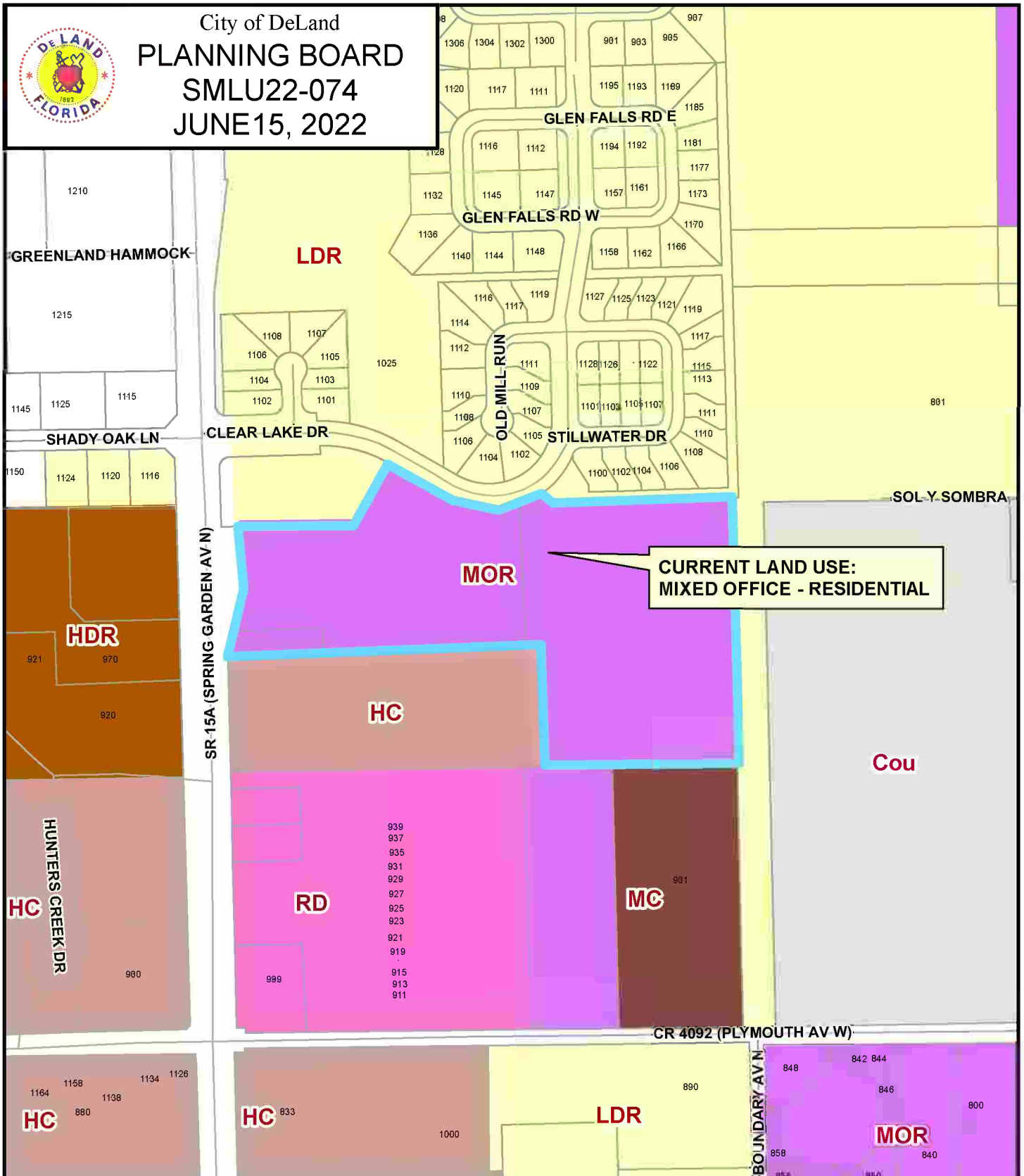
Sincerely,

Sid Vihlen, Jr.
VGMC Chairman





City of DeLand
PLANNING BOARD
SMLU22-074
JUNE 15, 2022



DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
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**PLANNING DEPARTMENT STAFF REPORT
TO
THE CITY OF DELAND PLANNING BOARD**

June 15, 2022

A. APPLICATION NO.: SMLU22-074

APPLICANT: Steven Campisi, Evans Engineering
United Shares Real Estate LLC (owner)

REQUEST: To amend the future land use designation of 4 parcels located on N. Spring Garden Ave., from Mixed Office-Residential to High Density Residential

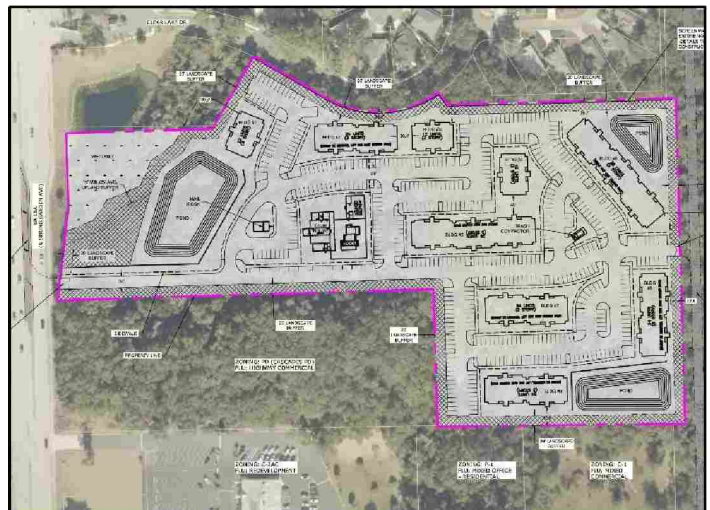
B. SITE FACTORS:

Location: Southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave.
Parcel ID #: 7005-00-00-012A; 7005-00-00-012B; 7005-00-00-0124; 7005-00-00-0125
Parcel Size: ± 14.57 acres
Land Use: Mixed Office – Residential
Existing Use: Residential/vacant land

	SURROUNDING USE:
North:	Low Density Residential
South:	Highway Commercial; Mixed Office - Residential
East:	Low Density Residential/Community Health Overlay
West:	ROW (Spring Garden Ave.)/ High Density Residential

C. REQUESTED ACTION & HISTORY:

1. REQUEST: The applicant is requesting the future land use designation be amended for four parcels, located on the east side of N. Spring Garden Ave., north of W. Plymouth Ave. and south of Clear Lake Dr., from Mixed Office – Residential (MOR), to High Density Residential (HDR). All four of the subject parcels are vacant and heavily wooded. The applicant is proposing a 204-unit apartment complex and desires to connect to city utilities, which are available.



The Mixed Office-Residential designation allows for a maximum density of 5.8 dwelling units per acre. On 14.57 acres, the property could yield no more than 85 dwelling units. Alternatively, the proposed High Density Residential designation allows for a maximum density of 16 dwelling units per acre. If the proposed land use is approved, the property could theoretically develop up to 233 dwelling units. Per the City's Comprehensive Plan, the High Density Residential land use is intended to act as a buffer between lower density uses and nonresidential uses. Developments with higher densities should be located in proximity to major transportation facilities and utility lines.

The adjacent land uses surrounding the subject property include Highway Commercial, which has a maximum density of 16 dwelling units per acre; Low Density Residential which has a maximum density of 5.8 dwelling units per acre (the same density as the existing land use); and High Density Residential, the same as what is being proposed for this project.

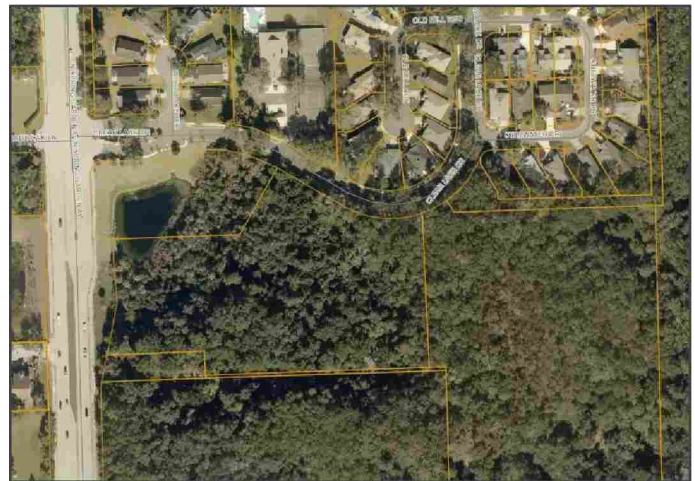
The Applicant is requesting a rezoning of the property from The Cascades PD to Pointe Grand Apartments PD. (Z22-046)

2. CHRONOLOGY OF PAST EVENTS: On June 15, 1987, The Cascades PD was adopted. The development plan included five phases, allocating uses such as single-family residential, fee-simple townhomes, multi-family units, an assisted lifecare facility (ALF), and office uses. As of current, the single-family residential Phases I & II are complete. Phases III, IV and V have remained undeveloped.

D. ALTERNATIVES & ANALYSIS:

The purpose of this section is to analyze the reasonableness of the applicant's request for an amendment of the land use designation for the subject property. This analysis will include a description of the current and future land uses of the site and the surrounding area, potential impacts on the transportation system, and any significant adverse environmental impacts.

1. Availability of Public Facilities (water, sewer, solid waste, drainage, traffic, recreation, and schools if residential):



The City's Utilities Department states that there is an 8" water main located on N. Spring Garden Ave., along the frontage; a 4" force sewer main is also located along the frontage of N. Spring Garden Ave. Water and sewer adequacy will depend on future use/demand.

A Projected Trip Generation Report submitted by the applicant shows an average daily trip count of **1,383** trips; because the trips exceed the 1,000-trip threshold, the applicant will be required to submit a Traffic Impact Analysis.

The change in designation will not generate a new demand for recreation.

Volusia County provides a sanitary landfill for the disposal of solid waste. The landfill has adequate capacity at this time.

The City can provide an adequate LOS of Fire/Rescue service.

The City can provide an adequate LOS of Police service.

2. **Compatibility with Land Use and Other Elements:** The Future Land Use element requires that the subject property be consistent with surrounding development. The general area is a mix of single and multi-family residential and commercial development. A project of this type would be compatible with the other developments in the surrounding area and within close proximity to a major corridor.
3. **Future Land Use Map:** The change in land use designation to High Density Residential will be shown on the revised Future Land Use Map, if approved.
4. **Location of Lakes, Floodplains, and Wetlands:** The property slopes to the northwest, towards a depression area which will require a permit from SJRWMD; a 25' minimum buffer from any wetlands on the property is required. According to Volusia County's interactive map, the property is located outside of the 100-year floodplain.
5. **Analysis of Natural Resources:**
 - a. *Soil types:*
 - Astatula-Fine Sand, 0-8% slope
 - Apopka Fine Sand, 0-5% slope
 - b. *Presence of Endangered Species:*
 - None known of at this time; however, the applicant will be required to submit an environmental report prior to construction.
6. **Existing and Future Impact upon Infrastructure Capacity:**
 - a. *Water* – The City's Utility Department indicates sufficient water supply is available for the proposed use.
 - b. *Sewer* – The City's Utility Department has indicated sufficient existing capacity.
 - c. *Drainage* – The City adheres to the County's 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture will be addressed on-site.
 - d. *Solid Waste* – Solid waste services are available for the property.

- e. *Transportation* – In order to estimate traffic generation by development on the subject property, Staff must make theoretical projections based on the **most intense** uses that are allowed under the existing future land use designation versus the proposed future land use designation.

Staff estimates that development of the 14.57 acres of property under the existing land use designation (MOR), at its **maximum residential density** of 5.8 dwelling units per acre, would generate **592** calculated trips per day at build-out, according to Trip Generation by the Institute of Transportation Engineers. Alternatively, if developed as a **commercial use**, Mixed Office – Residential allows a maximum building square footage of 10,000 square feet per acre, equating to approximately **145,700 square feet** of commercial space. The commercial space would potentially generate **1,604** calculated trips per day at build-out. It is then determined that the **most intense** development that could occur under the existing land use (MOR) is based on the commercial square footage.

Theoretical adoption of the High Density Residential land use designation for 14.57 acres of property, at its **maximum residential density** of 16 dwelling units per acre, would generate **1,624** calculated trips per day at build-out. Therefore, the requested land use amendment could result in an increase of **+20** trips per day.

This area of N. Spring Garden Ave./between Plymouth Ave. and International Speedway Blvd., has a current Daily LOS of “C” per 2018 Volusia County Traffic Counts, and has an Allowable LOS of “D”.

- f. *Fire/Rescue Service* - The Fire Department states that adequate fire protection can be provided and response time is under 5 minutes.
- g. *Police Service* - The Police Department states that adequate police protection can be provided and response time is approximately 5 minutes.
7. **Impact upon Recreation and Open Space:** Per the City’s Capital Improvement Element, park facilities shall be provided at a rate of 7 acres per 1,000 residents. If approved for a land use amendment to High Density Residential, with a **maximum** of 233 new dwelling units (with the most intense scenario), anticipated population would be no more than **382** additional citizens; therefore, a need for new recreation areas is not expected.
8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
9. **Impact Upon Existing Deficiencies:** As identified in the City's Comprehensive Plan, drainage is the only existing deficiency within the City. Any development on this site will be required to manage its own stormwater.
10. **Impact upon Ability of the City to Fund Capital Improvements:** The development should not create an additional impact upon the City's ability to fund the projects listed in the adopted Five-Year Capital Improvement Program.

11. **Impact upon Adopted Five-Year Schedule in Capital Improvements Element:** The proposed land use amendment will not require revision to the City's adopted Five-Year Capital Improvement Program.
12. **Compatibility with Existing Zoning Classification:** The existing zoning classification will be amended upon approval of the land use amendment to a classification permitted by the new land use designation.
13. **Will the proposed land use change impact schools?** The Volusia County School Board must review the applicant's concurrency application and issue a finding of adequate school capacity for this project.
14. **How does this proposal fit with the guidelines developed for DeLand 2050 and the City's Strategic Plan?**
 - a. Located in Urban Core (Category 2) – i.e. “where the majority of the new, higher intensity growth will take place.” – *Consistent*
 - b. DeLand 2050 Land Use Guidelines:
 3. “Concentrate development at the core of the city or at transit oriented sites and corridors. The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.” – *Consistent*

E. CONCLUSION: The Applicant is proposing an amendment to the future land use designation, with the intention of developing the subject property as multi-family residential. The proposed designation is acceptable as presented and is consistent with the development pattern of the surrounding area.

F. STAFF RECOMMENDATION: Staff recommends approval to amending the subject property's future land use designation to High Density Residential.

G. VGMC INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation.

The following seven public facilities and services were examined: (Table 4)

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Future Land Use	Proposed Future Land Use	Net Change
	(Theoretical Maximum)		
Dwelling Units	85	233	+148
Non-residential (commercial)	145,700 SF	0	-145,700 SF
1. Population	219	601	+382
2. P.M. Peak Hour Trips/Daily Trips (residential) (commercial)	(82/592) res. (217/1,604) com.	(226/1,624) res. (0/0) com.	(+144/+1,032) res. (-217/-1,604) com.
3. Sanitary Sewer (gallons per day)	17,000/14,500	46,600/0	+29,600/-14,500
4. Potable Water (gallons per day)	25,500/14,500	69,900/0	+44,400/-14,500
5. Solid Waste (pounds per person)	703/6,346	1,929/0	+1,226/-6,346
6. Stormwater Drainage	TBD	TBD	TBD
7. Rec. & Open Space (per person)	1.53	4.21	+2.68

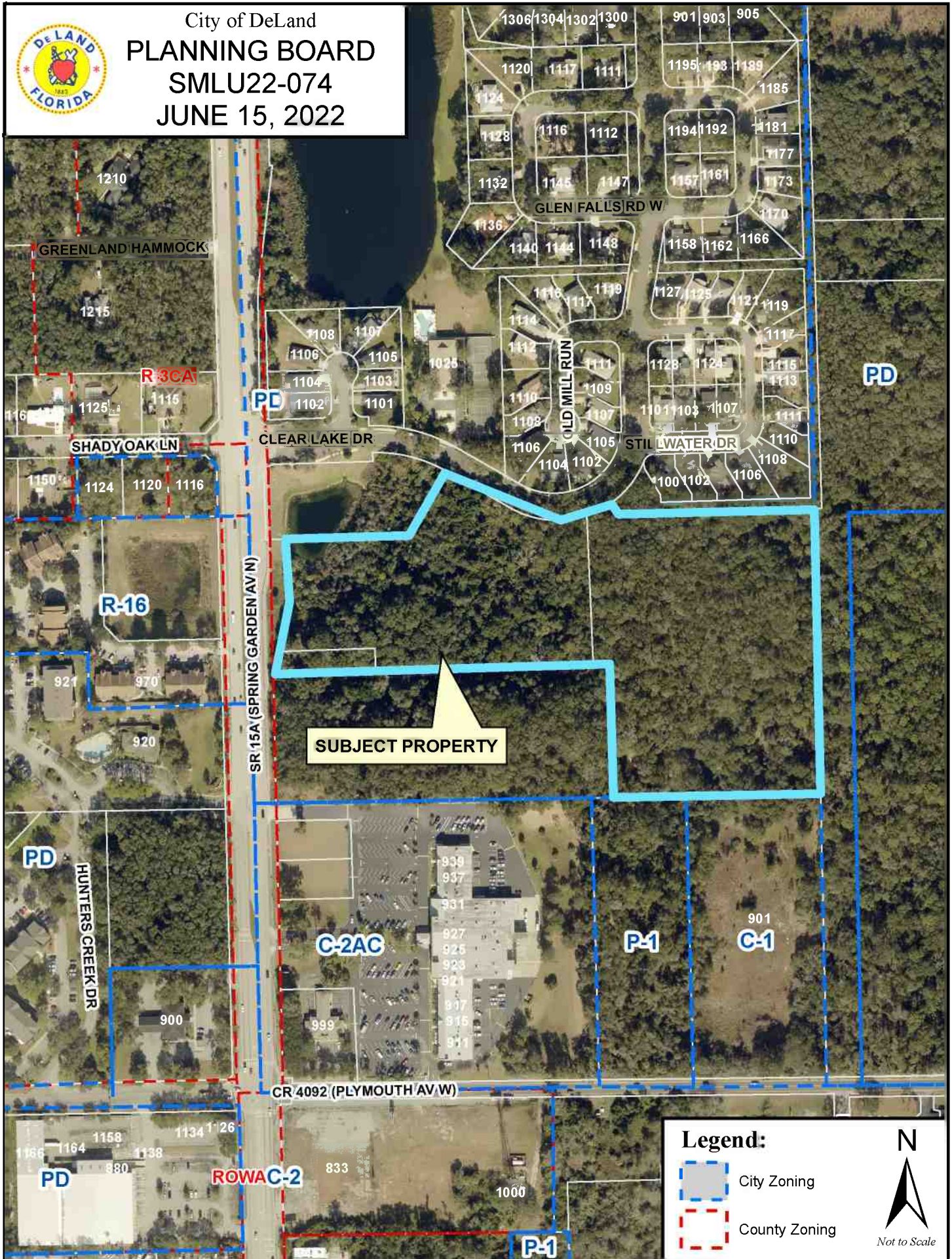
Notes:

1. Population: 2.58 persons per household (per 2010 Census)
2. Transportation: ITE Trip Generation Manual, 8th Edition:
0.97 PM peak hour trips/DU; and 6.97 daily trips/DU;
1.49 PM peak hour trips/1,000 SF office space; and 11.01 daily trips/1,000 SF office.
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per sq. ft. commercial use
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 sq. ft. non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review.
7. Rec. & Open Space: 7 acres per 1,000 persons (0.007 acres/person)

The proposed amendment results in increased impacts to all public infrastructure and services based on the theoretical maximum impact analysis.

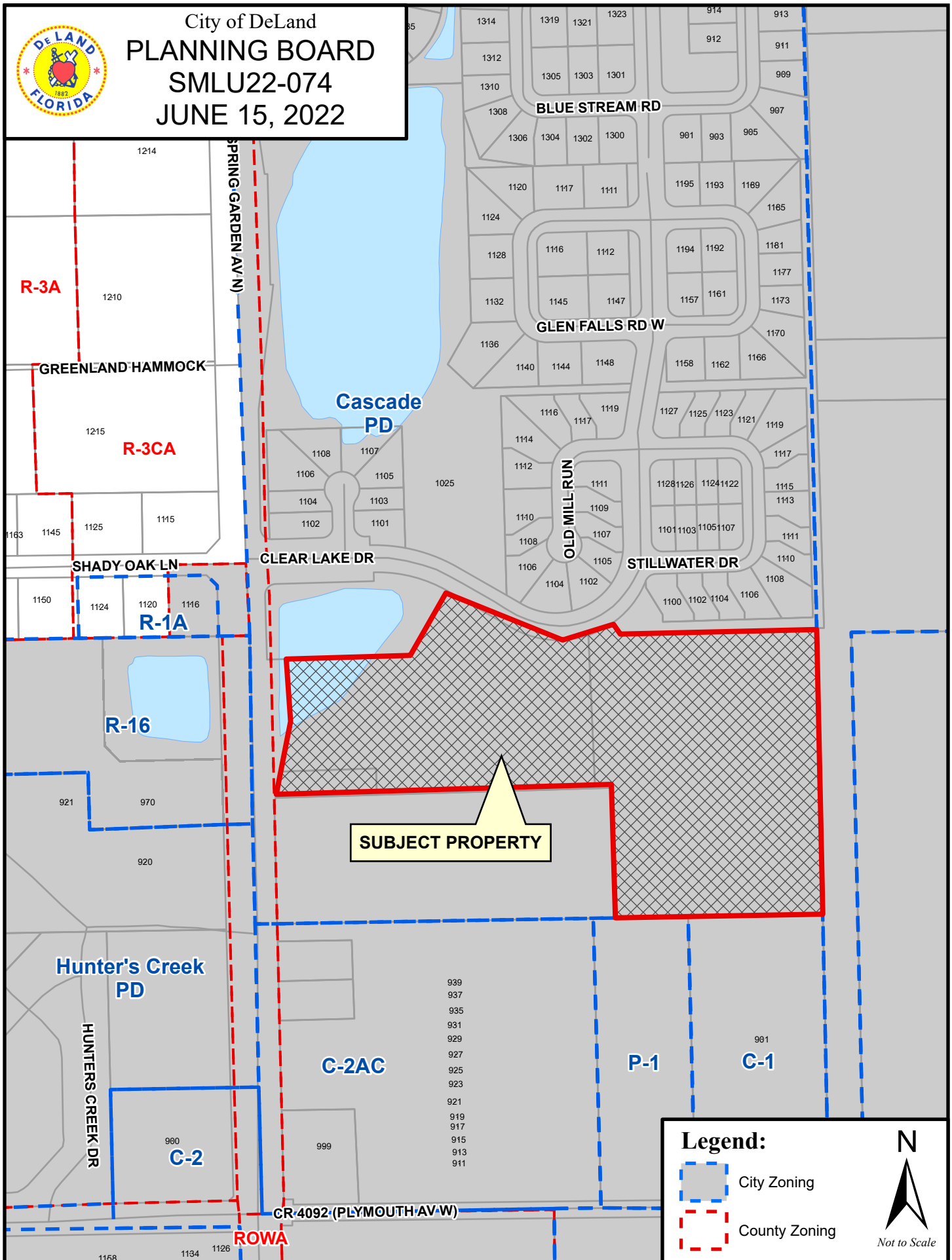


City of DeLand
PLANNING BOARD
SMLU22-074
JUNE 15, 2022





City of DeLand
PLANNING BOARD
SMLU22-074
JUNE 15, 2022



THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUNIA, STATE OF FLORIDA,
AND DESCRIBED AS FOLLOWS:

[illegible]

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 2037-5788540, EFFECTIVE DATE: NOVEMBER 12, 2021

- [illegible]

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED
HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT

- [illegible]

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12127CD466H, WHICH BEARS AN EFFECTIVE DATE OF 2/18/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

TO: HILLOP, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED COMPLY WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, 6(A)(1), 7(A)(1), & 8, 11(A), 12, 14, 15, & 17 OF TABLE A THEREOF, THE EFFECTIVE DATE OF WHICH IS APRIL 23, 2022.

DATE OF MAP OR PLAT: APRIL 12, 2022.

FOR REVIEW

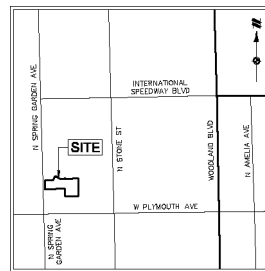
I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, 5A-17, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

FOR REVIEW

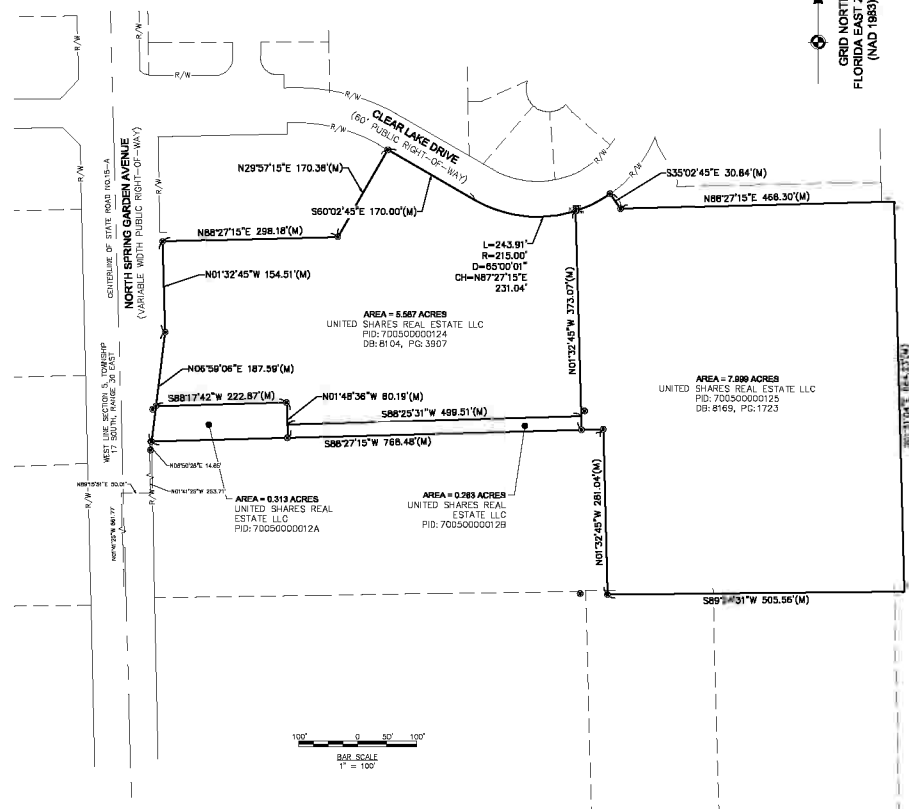
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #7676
NOT VALID UNTIL THE SENATE AND THE ORIGINAL RABBIT SEAL
OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR

HORIZONTAL: GRID NORTH, NAD83, FLORIDA STATE PLANE, EAST ZONE
(NORTH AMERICAN DATUM OF 1983) (2011)
US SURVEY FOOT, ORANGE COUNTY, FLORIDA
VERTICAL: NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988)
GEOID18 (GNUS)

1. PLAT ENTITLED "THE CARCADES UNIT 1" DATED JUNE 25, 1987, PREPARED BY FERRARA SURVEYING, SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUNIA COUNTY, FLORIDA.
2. WARRANTY DEED, INSTRUMENT #2021159722, DEED BOOK 8104, PAGE 3907, DATED AUGUST 20, 2021.



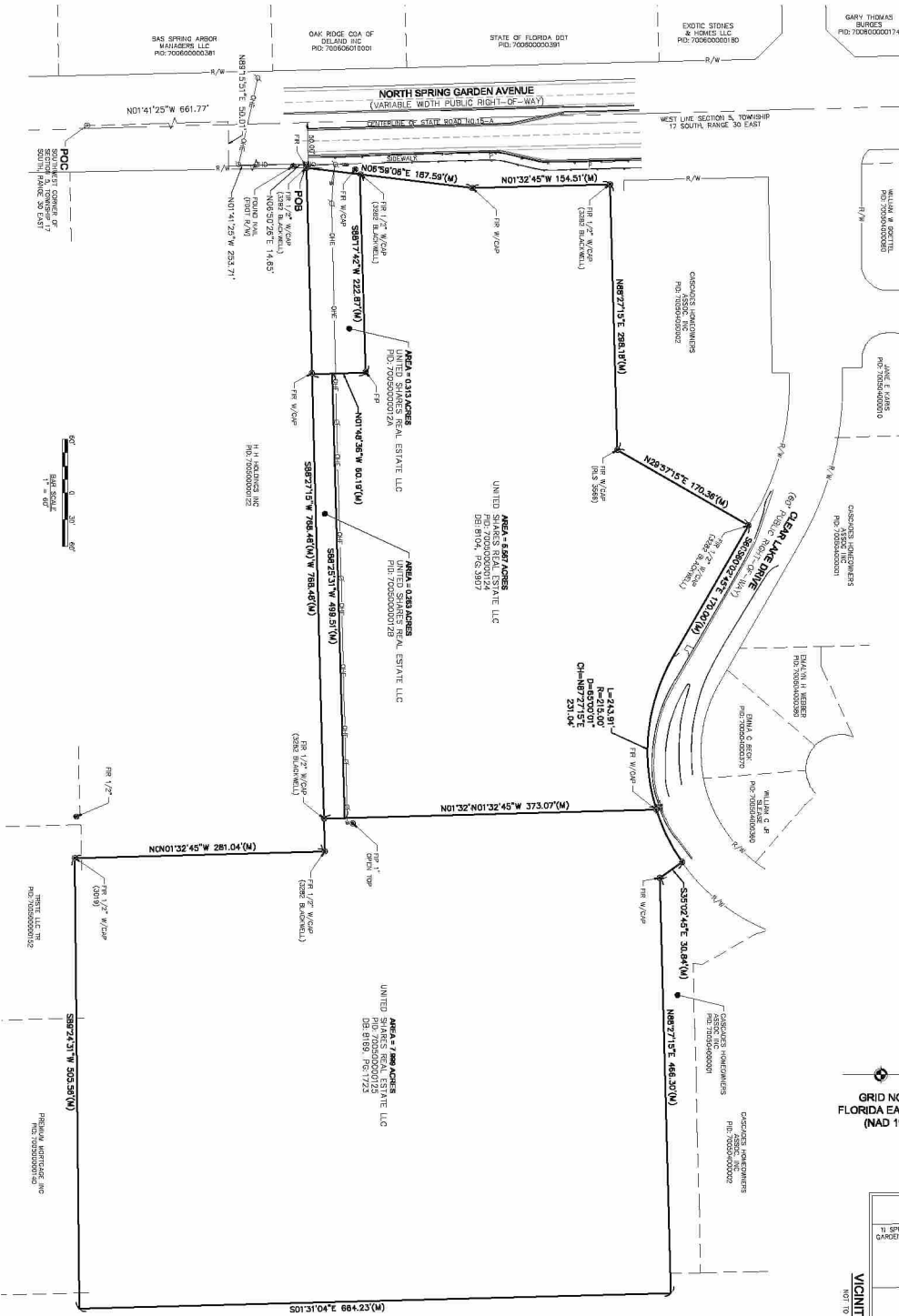
VICINITY MAP
NOT TO SCALE



 Know what's below. Call before you dig. THE LOCATIONS OF CERTAIN UNDERGROUND UTILITIES ARE SHOWN IN AN APPROPRIATE WAY ONLY AND HAVE NOT BEEN VERIFIED. THE OPERATOR SHALL BE RESPONSIBLE FOR THE REPRESENTATIVE INFORMATION. THE OPERATOR SHALL BE RESPONSIBLE FOR THE REPRESENTATIVE INFORMATION. THE OPERATOR SHALL BE RESPONSIBLE FOR THE REPRESENTATIVE INFORMATION. NOTICE: CONTRACTOR/USEE SHALL BE THE SOLE RESPONSIBILITY OF THE USER. THE OPERATOR SHALL BE RESPONSIBLE FOR THE REPRESENTATIVE INFORMATION. THE OPERATOR SHALL BE RESPONSIBLE FOR THE REPRESENTATIVE INFORMATION. THE OPERATOR SHALL BE RESPONSIBLE FOR THE REPRESENTATIVE INFORMATION. CONFIRMED: 04/12/2022 04:12 PM MARIETTA, GA FLORIDA SERVICE 0046 187432	
ATWELL 066.610.4200 www.atwell-group.com 1800 PARKWAY PL, SUITE 700 MARIETTA, GA FLORIDA SERVICE 0046 187432	
HILLPOINTE, LLC CLIENT	
LOCATED IN SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST CITY OF DELAND VOLUSIA COUNTY, FLORIDA	
EXHIBIT OF PROPERTY DELAND APARTMENTS NORTH SPRING GARDEN AVENUE	
DATE: 04/12/2022	
REMARKS	
DWG. CTR ☐ DL KMK P.M. STI JOB # 22001649 SHEET NO 1 OF 2	

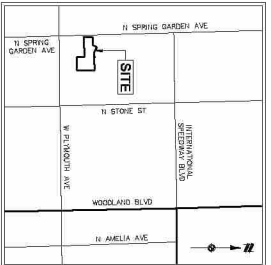
HORIZONTAL: GRID NORTH, NADES, FLORIDA STATE PLAINES, EAST ZONE
(NORTH AMERICAN DATUM OF 1983) (PT 1)
US SURVEY FOOT, CHASSER COUNTRY, FLORIDA
VERTICAL: NADES (NORTH AMERICAN VERTICAL DATUM OF 1983)
GRIDLINE COORDINATE

BY GEOMATIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 171272488H, WHICH REQUIRES AN EFFECTIVE DATE OF 2/19/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.





 GRID NORTH
 FLORIDA EAST ZONE
 (NAD 1983)



VICINITY MA
NOT TO SCALE

[illegible]

Page 179 of 293



ATWELL
 866.850.4200 www.atwell-group.com
 1800 PARKWAY PLACE, SUITE 700
 MARIETTA, GA
 770.423.0607
 FLORIDA SURVEY CO.# LB7832

LOCATED IN SECTION 5,
TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND
VOLUSIA COUNTY, FLORIDA

CLIENT HILLPOINTE, LLC

EXHIBIT OF PROPERTY
DELAND APARTMENTS

NORTH SPRING GARDEN AVENUE

DATE: 04/12/2022

DWG. STH	CH. KMK
P.M. CRE	
CODE	AS
JOB	22001649
SHEET NO.	

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: First Reading of Ordinance Changing the Zoning from The Cascades PD to Pointe Grand Apartments PD to Develop a Multi-Family Residential Project, on Approximately 14.57 Acres of Property, Located on North Spring Garden Avenue, South of Clear Lake Drive (Cont'd on 1st Rdg. 07/18/22).

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance , Exhibit A - Legal Description, Exhibit B-Pointe Grand Apartments PD Agreement - 11.09.2022 (redline), Exhibit A - Legal Description, Exhibit B - Concept Plan, Z22-046 Staff Report - Pointe Grand Apartments PD, Z22-046 Zoning Map, Z22-046 Survey, Z22-046 Aerial Map

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

SUMMARY/HIGHLIGHT:

A new first reading of the Ordinance requesting to change the zoning from The Cascades PD to Pointe Grand Apartments PD to allow for a 204-unit apartment complex. The original Cascades PD was adopted on June 15, 1987. The development plan included five phases, allocating uses such as single-family residential, fee-simple townhomes, multi-family units, an assisted lifecare facility (ALF) and office uses. Currently, only the single-family residential Phases I & II are complete. There will be one phase remaining (Phase IV - 128 unit Assisted Lifecare Facility) once this proposal is completed.

At the June 15, 2022 meeting, the Planning Board recommended approval with the following comments:

1. Consideration of an elevator for all buildings over two stories to address disability concerns; and
2. Remove reference to internal roadway in the development agreement.

Prior to second reading, the applicant will revise the development agreement to address comments from the Planning Board and any additional conditions requested by the City Commission. The applicant has also petitioned for a land use amendment (SMLU22-074).

At the August 15, 2022 meeting, the City Commission denied the first reading due to the increase in density compared to the adjoining properties. Per Section 33-135.02(g) of the Land Development Regulations, a rehearing may be considered by the City Commission, 90 days after August 15, 2022, if there is a material change to the facts or issues relevant to the application.

A letter dated September 6, 2022 was addressed to the City Commission from Mark A. Watts, Cobb Cole, requesting the City Commission to reconsider their prior vote and allow for a new first reading.

The applicant has submitted a revised development agreement dated October 24, 2022. The new agreement incorporates a Special Conditions section in the agreement which outlines specific benefits for residents that work as local medical employees. For the first 2 years, 15% of the units will be specifically reserved for local medical employees. For the first 2 years, local medical employees are entitled to the following benefits:

1. A 50% discount on the deposit
2. A waiver of the initial application fee
3. A waiver of the first month's rent
4. A cap on rate increases of 5%

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the City's strategic plan under Strategic Focus Area: Preparing for the Future/Sustainability Strategic Context: Recognizing that the City itself is dynamic and that extensive changes will occur in the region in the near- and long-term future, it is important that there be a strategic focus on the future. The need for additional housing units throughout our region, as well as nationally, has become evident. This action is a step toward the City working to meet the housing needs of citizens in this region.

SUSTAINABILITY:

Amending the zoning designation of this property and outlining the development parameters will permit its development for multi-family residential purposes that align with the City's development requirements and will enable the City to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

Residential development of this property, and inclusion of the new units onto the City's tax rolls, will increase funds towards City services.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning of this property on first reading from The Cascades PD to Pointe Grand Apartments PD.

BACKGROUND/DISCUSSION:

The applicant is proposing to construct a multi-family residential project consisting of 204 apartment units. As currently designated, the two parcels for which the rezoning designations are sought will be combined to create a single property which will eventually be developed as the Pointe Grand Apartments. The applicant has applied for a concurrent land use amendment to be consistent with the higher density needed (SMLU22-074). The land use application is also scheduled for adoption at this meeting and has received approval from the Volusia Growth Management Commission.

Summary of Development:

- The project will be developed in one phase.
- 204 apartment units with an amenity center and walking trails
- Max. Height: 3 stories/45'
- Max. Density: 16du/ac
- Max. Impervious surface coverage: 50%
- Parking: 2+ bedroom units = 2 spaces per unit; visitor parking = .5 spaces per unit
- Total parking required: 510; Total parking provided: 518
- Access shall be provided from N. Spring Garden Avenue.
- Emergency access, or a full main access point for the project, may be provided from/to the project by S. Plymouth Avenue and shall be stabilized, as further illustrated on the PD Concept Plan.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING DESIGNATION FROM CASCADES PD, PLANNED DEVELOPMENT TO POINTE GRAND APARTMENTS PD, PLANNED DEVELOPMENT; ON PROPERTY LOCATED SOUTHEAST OF THE INTERSECTION OF CLEAR LAKE ROAD AND NORTH SPRING GARDEN AVENUE; APPROVING A PLANNED DEVELOPMENT PLAN CONSISTING OF APPROXIMATELY 14.57 +/- ACRES OF PROPERTY; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Applicant, Nick Everly, on behalf of the owner, United Shares Real Estate, LLC, (hereinafter referred to as “Applicant”), the owner of approximately 14.57 +/- acres of land located southeast of the intersection of Clear Lake Road and Spring Garden Avenue, which is more particularly described in the legal description attached hereto as Exhibit “A” and by this reference made a part hereof; and

WHEREAS, the Applicant has applied for a change of zoning designation from Cascades PD, Planned Development to Pointe Grand Apartments, PD, Planned Development; and

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

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

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

WHEREAS, the proposed development plan is consistent with the High Density Residential land use designation.

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

Section 1. The City Commission has held a public hearing to approve the change of zoning designation from Cascades PD, Planned Development to Pointe Grand Apartments, PD, Planned Development, on property located southeast of the intersection of Clear Lake Road and North Spring Garden Avenue.

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

Section 3. The zoning of the Property as PD, Planned Development District, is made pursuant to Section 33-32 of the Code and the development of the Property shall take place in accordance with that Section and in substantial compliance with the Development Plan Agreement, Maps and other supporting documentation submitted by Applicant which shall be filed and retained for public inspection in the office of the City Planning Department and constitute a supplement to the official Zoning Map of the City.

Section 4. The approved Development Plan for Pointe Grand Apartments, PD, Planned Development District, including the Development Plan Agreement, Map and other supporting documentation (on file with the City Planning Department), are attached hereto as Exhibit “B” and by this reference made a part hereof.

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

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

Section 7. The City Commission may rezone any portion of the Project which has not obtained a site plan approval within five years from the date of adoption of this Ordinance.

Section 8. Prior to the issuance of a building permit, Applicant shall submit an easement document, acceptable to the City of DeLand, permitting additions to shared access, parking, utilities, and stormwater.

Section 9. Pursuant to Article 5 of the City’s Land Development Regulations, the Applicant shall comply with all applicable infrastructure regulations.

Section 10. The City Engineer, Planning Director, and Building Department are hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 11. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to, subdivision and site plan approval shall be subject to a determination of concurrency.

Section 12. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 13. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

The land referred to herein below is situated in the County of Volusia, State of Florida, and described as follows:

PARCEL 1: AREA = 6.16 AC.

That part of the SW 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, described as follows:

Commence at the SW corner of Section 5, Township 17 South, Range 30 East, thence N 01 Degrees 41'25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5 and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; thence N 89 Degrees 15' 51" E along said South line a distance of 50.01 feet to the intersection of said South line and the Easterly right-of-way line of State Road 15-A as shown on Florida Department of Transportation Right-of-Way Map, Section 79160-2511; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 253.71 feet; thence N 06 Degrees 50'26" E continuing along said Easterly right-of-way line a distance of 14.65 feet to the Point of Beginning; thence continue N 06 Degrees 50' 26" E along said Easterly right-of-way line a distance of 187.59 feet; thence N 01 Degrees 41' 25" W along said Easterly right-of-way line a distance of 154.51 feet to a point on the Southerly boundary of "The Cascades-Unit 1", a Subdivision recorded in Map Book 41, Page 166, Public Records of Volusia County, Florida; thence N 88 Degrees 18' 35" E along said boundary a distance of 298.18 feet; thence N 29 Degrees 48' 35" E along said boundary a distance of 170.36 feet; thence S 60 Degrees 11' 25" E along said boundary a distance of 170.00 feet to a point of curvature, said curve being concave to the North having a radius of 215.00 feet, a delta angel of 65 Degrees 00' 00" a chord bearing of N 87 Degrees 18' 35" E and a chord length of 231.04 feet; thence run along said curve and aforesaid Southerly boundary for an arc distance of 243.91 feet; thence S 35 Degrees 11' 25" E along said boundary a distance of 30.84 feet; thence N 88 Degrees 18' 35" E along said boundary a distance of 466.30 feet to the East line of the Northwest 1/4 of the Southwest 1/4 of aforesaid Section 5; thence S 01 Degrees 39' 44" E along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 5 and along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 5 a distance of 664.23 feet to the South line of the North 1/2 of said Southwest 1/4 of Southwest 1/4; thence S 89 Degrees 15' 51" W along said South line a distance of 505.56 feet; thence N 01 Degrees 41' 25" W a distance of 281.04 feet; thence S 88 Degrees 18' 35" W a distance of 768.48 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of $17^{\circ} 31' 31''$ and a chord bearing and distance of North $63^{\circ} 34' 20''$ East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South $35^{\circ} 11' 25''$ East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North $88^{\circ} 18' 35''$ East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South $01^{\circ} 39' 44''$ East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South $89^{\circ} 15' 51''$ West along this South line a distance of 505.56 feet to the Point of Beginning.

1 "EXHIBIT B"

2 PLANNED DEVELOPMENT AGREEMENT

3 IN THE CITY COMMISSION OF THE

4 CITY OF DELAND, FLORIDA

5 IN RE:_____, Application of

6 HILLPOINTE, LLC

7 ORDINANCE # _____
8 ORDER AND RESOLUTION

9 GRANTING A REQUEST FOR CHANGE OF ZONING FROM CASCADES PD TO

10 POINTE GRAND APARTMENTS PD (PLANNED DEVELOPMENT)

11
12 The application of Hillpointe, LLC, hereinafter, "Applicant", for rezoning was
13 heard by and before the City Commission, DeLand Florida, on _____. Based upon
14 the verified Application and other supporting documents, maps, charts, overlays, other
15 evidence and instruments; the advice, report, and recommendations of the Community
16 Development, and other Departments and agencies of DeLand, Florida; and the
17 testimony adduced and evidence received at the Public Hearing on this Application by
18 the Planning Board on _____, and otherwise being fully advised, the City
19 Commission does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Hillpointe, LLC was duly and properly filed herein on _____ as required by law.

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

C. That the applicant is the authorized agent of a 14.16 acre parcel of land which is situated in DeLand, Florida. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

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

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

F. That the owners of the property, _____, agree with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification of the parcel described in Exhibit "A" from Cascades PD to Pointe Grand Apartments PD (Planned Development).

B. That the said rezoning to a PD is consistent with both the City of DeLand Comprehensive Plan Ordinance # 1990-04, as amended, and the intent and purpose of the City of DeLand Land Development Regulations Ordinance # 2013-11, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF DELAND, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE CITY COMMISSION CHAMBERS, 120 SOUTH FLORIDA AVENUE, DELAND, FLORIDA, THIS _____ DAY OF _____, A.D., _____, AS FOLLOWS:

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

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from Cascades PD to Pointe Grand Apartments Planned Development (PD) as described in Article VII of the City of DeLand, Land Development Regulations Ordinance # 2013-11, as amended.

C. That the Official Zoning Map of the City of DeLand, is hereby amended to show the rezoning of said parcel to Planned Development (Pointe Grand Apartments PD).

1
2 D. That the City of DeLand Land Development Regulations Ordinance #
3 2013-11, as amended, is consistent with the provisions of the "Development
4 Agreement" as hereinafter set forth in this Ordinance and with respect to any conflict
5 between Land Development Regulations Ordinance # 2013-11, as amended, and the
6 "Development Agreement", the provisions of the "Development Agreement" shall
7 govern. Ordinance No. 2013-11, as amended, shall govern with respect to any matter
8 not covered by the "Development Agreement." The City of DeLand, will ensure overall
9 compliance with this Ordinance.

10 E. Unless otherwise provided for herein the City of DeLand, Land
11 Development Regulations Ordinance # 2013-11, as amended, shall apply to the PD in
12 the same manner as the R-16 zoning classification.

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

1

2 DEVELOPMENT AGREEMENT

3

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

8 1. Planned Development Plan The Planned Development Plan shall
9 consist of the PD Concept Plan prepared by Evans Engineering, Inc. and dated March
10 31, 2022 and this Development Agreement. The PD Concept Plan is hereby approved
11 and incorporated in this Ordinance by reference as Exhibit "B". The Planned
12 Development Plan shall be filed and retained for public inspection in the Planning
13 Department and it shall constitute a supplement to the Official Zoning Map of the City of
14 DeLand.

15 2. Amendments. All amendments of the Planned Development Plan,
16 other than those deemed by the Planning Department and Fire Prevention Division to
17 be minor amendments as set out in Ordinance No. 2013-11, as amended, shall require
18 the review and recommendation of the Planning Board and action by the City
19 Commission in the same manner as a rezoning of the parcel.

20 3. Site Plan Approval. Prior to any construction, including clearing and
21 landfill, an application for preliminary and/or a final site plan of the area shall be
22 submitted for review and approval in the manner required by Article 13 of the City of
23 DeLand Land Development Regulations, Ordinance No. 2013-11, as amended.

24 B. Unified Ownership. The Applicant or his successors shall maintain unified
25 ownership of the subject parcel until after issuance of the final development order for a

1 site plan.

2
3 C. Phases of Development. The project shall be completed in one or more
4 phases. No land burning shall be permitted on site. No mass grading shall occur on site;
5 grading may occur per phase.

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

- 12 1. Multiple-family dwellings.
- 13 2. Mini and neighborhood parks.
- 14 3. Amenities / facilities.
- 15 4. Common accessory uses associated with multifamily residences.

16 E. Development Standards for Multifamily.

17 1. Minimum yard size (building setback):

- | | | |
|-------|-------------|--------|
| 18 a. | Front yard: | 30 ft. |
| 19 b. | Rear yard: | 20 ft. |
| 20 c. | Side yard: | 20 ft. |

21
22 2. Minimum floor area:

23 Efficiency, no separate bedroom: 425 square feet.

24 One bedroom: 575 square feet.

25 Two + bedroom: 725 square feet plus 150 square feet per each
26 additional bedroom.

- 1 3. Maximum density: 16 du/acre
- 2
- 3 4. Maximum impervious surface area: 50%
- 4
- 5 5. Maximum building height: 45 ft. (3 stories)
- 6
- 7 6. Perimeter buffer area provided:
- 8 a. North boundary: Min. 25 ft.
- 9 b. East boundary: Min. 20 ft.
- 10 c. South boundary: Min. 20 ft.
- 11 d. West boundary: Min. 20 ft.
- 12
- 13 7. Minimum building separation: 25 ft.
- 14
- 15 8. Maximum building length: 260 ft.
- 16
- 17 9. Off-street parking requirements. 510 parking spaces shall be
- 18 provided and shall conform to the parking table as depicted on the
- 19 PD Concept Plan detail.
- 20
- 21 10. Landscaping. Landscaping shall be provided in accordance with
- 22 Section 33-92 of the Land Development Regulations. The north buffer
- 23 shall be 25 feet wide and shall consist of Type C materials. The south
- 24 and east landscape buffers shall be 20 feet wide and the west
- 25 landscape buffer shall be 40 feet wide. The south and east landscape
- 26 buffers shall consist of Type C materials, and the west landscape
- 27 buffer shall consist of Type D, emerging gateway corridor materials.
- 28 There shall be a minimum 25 foot upland buffer for any wetlands on
- 29 the Property. All landscaping, including buffers, shall predominantly
- 30 utilize Florida-Friendly Landscaping, as defined by the University of
- 31 Florida/Institute of Food and Agricultural Sciences ("UF/IFAS") Center
- 32 for Landscape Conservation and Ecology, native, or low-water plant
- 33 material. Wherever possible, landscape buffers shall coincide with tree

1 protection areas and include native, non-invasive understory
2 vegetation in lieu of planting new plant material. Where protection of
3 existing native vegetation is proposed and subsequently retained, a
4 berm will not be required, and buffers may contain fewer plants than
5 required under Section 33-92.02(b). If the existing vegetation is
6 removed, then a landscape buffer shall be provided for in conformity
7 with the City's current Land Development Regulations. The northern
8 Property line shall include a 6-foot-high fence or similar barrier as
9 approved during site plan review on the Property boundary line, as
10 shown on the PD Concept Plan.

11
12 11. Open Space. Common area /open space shall meet the
13 requirements of the Land Development Regulations Ordinance #
14 2013-11. Usable open space areas shall be provided for the use of
15 residents consistent with Resolution 2019-34. Open space and
16 common areas include trails around the ponds, a club house, and
17 similar types of amenities.

18
19 12. Site Amenities. In addition to open usable green space, the
20 common areas shall include a variety of amenities. The community
21 will include a primary amenity site for gathering spaces and
22 socializing. Amenities may include a swimming pool, cabana, and
23 natural (unpaved) trail system for hiking and walking.

24
25 F. Environmental Considerations. The requirements of the Land
26 Development Regulations Ordinance # 2013-11, as amended, shall be met.

27 G. Sewage Disposal and Potable Water. Provision for sewage disposal and
28 potable water, and reclaimed water needs of the PD will be provided in accordance with
29 the Comprehensive Plan, Ordinance No.1990-04, as amended, the Land Development
30 Regulations Ordinance No. 2013-11, as amended, and State of Florida Administrative
31 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 and shall include Low Impact Development Standards, such as bioswales, to the extent
4 feasible.

5 I. Access and Transportation System Improvements. All access and
6 transportation system improvements shall be provided in accordance with the Land
7 Development Regulations, Ord. 2013-11, as amended. The parcel shall be developed
8 in substantial accordance with the following access and transportation system
9 improvements:

10 1. Access. Access shall be provided from SR 15A (N. Spring Garden
11 Avenue). Emergency access or a full main access point for the project may be provided
12 from/to the project by South Plymouth Avenue and shall be stabilized, as further
13 illustrated on the PD Concept Plan.

14 2. Transportation System Improvements. Road improvements will be
15 provided as required by the applicable permitting agencies. Stop signs may be added to
16 strategic locations within the project to promote traffic calming.

17 J. Building or Management Association. The developer may create a
18 management association to manage the project.

19 K. Special Conditions. In connection with the location of this project and in order to
20 promote additional benefits to the community, for a period of two years following the
21 issuance of the final certificate of occupancy for the project, up to fifteen percent (15%)
22 of units within this project shall be specifically reserved and allocated to local medical
23 employees. Within such period of time, local medical employees seeking to reside
24 within this project will be provided with: (1) a fifty percent (50%) discount off of the
25 required initial security deposit, (2) a full waiver of the initial application fee, (3) a full

waiver of the required rent for the first month of occupancy, and (4) a cap on rate increases of five percent (5%).

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

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

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

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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

Chris Cloudman
Mayor

STATE OF FLORIDA

CITY OF DELAND

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

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:

Commission No.: _____

My Commission Expires: _____

1 WITNESSES:

DEVELOPER: HILLPOINTE, LLC

2
3
4 _____
5 Name
6
7 _____
8 Title
9
10 _____
11
12
13 _____
14
15
16
17
18

19 The foregoing instrument was acknowledged before me by means of ☐
20 physical presence or ☐ online notarization this _____ day of
21 _____ (mo/yr), by _____, who is
22 _____ of HILLPOINTE, LLC and who is _____ personally
23 known to me or _____ who has produced
24 _____ as identification.
25
26
27

28 NOTARY PUBLIC, STATE OF FLORIDA

29 Type or Print Name:

30 _____
31 Commission No.: _____

32 My Commission Expires: _____
33

34 Revised November 15, 2022 u/p/zone/pd_doc
35

Deland, North Springs Garden Ave,
First American Title Commitment Exhibit A – Legal Description
File No: 2037-5766540

Commitment Date: November 12, 2021 @ 8:00 AM

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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence N 01 Degrees 41' 25" W along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence N 89 Degrees 15' 51" E along said South line a distance of 820.77 feet to the Point of Beginning, run thence N 01 Degrees 41' 25" W a distance of 281.04 feet; run thence S 88 Degrees 18' 35" W a distance of 37.00 feet; run thence N 01 Degrees 41' 25" W a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book 41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of 17 Degrees 31' 31" and a chord bearing and distance of N 63 Degrees 34' 20" E and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence S 35 Degrees 11' 25" E and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence N 88 Degrees 18' 35" E and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence S 01 Degrees 39' 44" E along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence S 89 Degrees 15' 51" W along this South line a distance of 505.56 feet to the Point of Beginning.

PARCEL 2: AREA = 8.00 AC.

A parcel of land lying in the Northwest 1/4 of the Southwest 1/4 and the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 17 South, Range 30 East, Volusia County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 5, run thence North 01° 41' 25" West along the West line of said Section 5 a distance of 661.77 feet to the intersection of the West line of said Section 5, and the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence North 89° 15' 51" East along said South line a distance of 820.77 feet to the Point of Beginning, run thence North 01° 41' 25" West a distance of 281.04 feet; run thence South 88° 18' 35" West a distance of 37.00 feet; run thence North 01° 41' 25" West a distance of 373.07 feet to a point on a curve on the Southerly right-of-way of Clear Lake Drive as shown on the Plat of "The Cascades-Unit 1", a Subdivision according to a map in Map Book

41, Page 166, Public Records of Volusia County, Florida, said curve being concave to the Northwest, having a radius of 215.00 feet, a delta of $17^{\circ} 31' 31''$ and a chord bearing and distance of North $63^{\circ} 34' 20''$ East and 65.51 feet, run thence Northeasterly along said curve and road right-of-way an arc distance of 65.76 feet; run thence South $35^{\circ} 11' 25''$ East and along the Southerly boundary of said "The Cascades-Unit 1" a distance of 30.84 feet; run thence North $88^{\circ} 18' 35''$ East and continuing along said boundary a distance of 466.30 feet to the Southeast corner of said "The Cascades-Unit 1", being a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 5; run thence South $01^{\circ} 39' 44''$ East along this East line a distance of 664.23 feet to the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 5; run thence South $89^{\circ} 15' 51''$ West along this South line a distance of 505.56 feet to the Point of Beginning.



1. GROSS SITE AREA = 14.16 AC.
2. WETLAND AREA = +/-0.29 AC.
3. NET DEVELOPABLE AREA = 13.87 AC.
4. EXISTING ZONING = PD (CASCADES PD)
5. EXISTING FUTURE LAND USE = MIXED OFFICE - RESIDENTIAL
6. PROPOSED ZONING = PD, EMERGING GATEWAY CORRIDOR OVERLAY
7. PROPOSED FUTURE LAND USE = HDR
8. EXISTING USE = VACANT
9. PROPOSED USE = MULTI-FAMILY APARTMENTS
10. PROPOSED UNITS = 204 UNITS
11. MAXIMUM ALLOWED DENSITY = 16 DU/AC.
12. PROPOSED GROSS DENSITY = 204 UNITS/14.16 AC = 14.41 DU /AC
13. PROPOSED NET DENSITY = 204 UNITS/13.87 AC = 15.07 DU /AC
14. BUILDING SETBACKS:
 - FRONT = 30'
 - SIDE = 20'
 - REAR = 20'
15. LANDSCAPE BUFFERS:
 - NORTH = 20' (TYPE B)
 - SOUTH = 20' (TYPE C)
 - EAST = 20' (TYPE C)
 - WEST = 40' (TYPE D - EMERGING GATEWAY CORRIDOR OVERLAY)
16. MAXIMUM ALLOWED BUILDING HEIGHT = 45 FT
17. MAXIMUM IMPERVIOUS SURFACE COVERAGE = 50%
18. WATER AND SEWER ARE PROVIDED BY CITY OF DELAND.
19. THIS PROPERTY IS DESIGNATED ZONE "X"; AREAS DETERMINED TO BE OUTSIDE OF THE 0.2 % ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM PANELS 12127C0730H (FEBRUARY 19, 2014).
20. MAXIMUM BUILDING LENGTH = 260'
21. REQUIRED TREE PROTECTION (15% OF NET) =
 $0.15 \times 13.87 \text{ AC.} = 2.08 \text{ AC.}$
22. PROVIDED TREE PROTECTION = 2.08 AC. (15%)
23. TREES SHALL BE PROTECTED TO THE GREATEST EXTENT POSSIBLE BASED ON SPECIFIC SITE CONDITIONS WITH FINAL TREE PROTECTION AREAS DETERMINED AT FINAL ENGINEERING. WHERE TREE PROTECTION ARE LESS THAN 30' WIDE, NEW PLANTING SHALL BE PROVIDED MEETING CITY REQUIREMENTS.
24. PROJECT TO BE DEVELOPED IN ONE PHASE.
25. PROPOSED STREETS WILL BE PRIVATE
26. NO BURNING IS PERMITTED DURING LAND CLEARING.
27. LOW IMPACT DEVELOPMENT (LID) IS RECOMMENDED FOR THE PD STORMWATER MANAGEMENT MASTER PLAN. LID SUCH AS BIORETENTION BASINS, RAISED STORMWATER RE-USE AND HARVESTING, AND BMP TREATMENT TRAIN TO MINIMIZE RUNOFF POLLUTANT AND INCREASE STORMWATER RECHARGE AND NATURAL INFILTRATION PROCESSES.

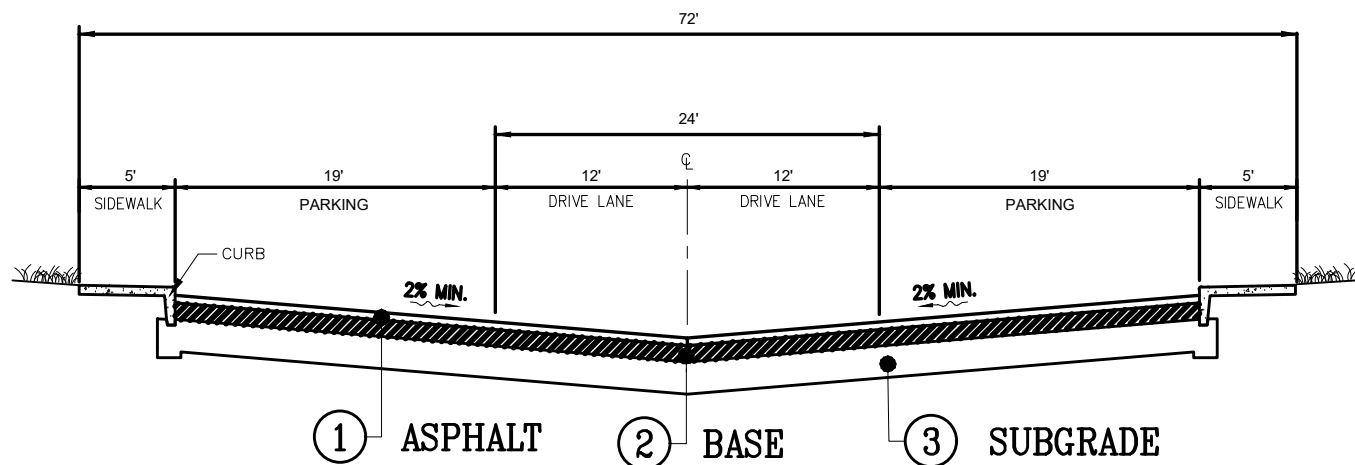
CODE & DESCRIPTION		RATE	UNITS	TRIPS
220 - MULTIFAMILY	AM PEAK HOUR	0.46	204	93.8
	PM PEAK HOUR	0.56	204	114.2
	AVG. DAILY	7.32	204	1,493.3

	<u>UNITS</u>	<u>REQUIRED SPACES</u>
STUDIO = 1.0 SP/UNIT	0	0
1 BEDROOM UNITS = 1.5 SP/UNIT	0	0
2+ BEDROOM UNITS = 2.0 SP/UNIT	204	408
VISITOR PARKING = 0.5 SP/UNIT	204	102

TOTAL REQUIRED: 510 SPACES

	REQUIRED SPACES
STANDARD (9'X19')	508
HANDICAP (12'X20')	10

TOTAL PROVIDED: 518 SPACES



**EVANS
ENGINEERING, INC.**

CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES

719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006788

EVANS ENGINEERING, INC.
CERTIFICATE OF
AUTHORIZATION NO. 6788

DAVID L. EVANS
FLORIDA P.E. NO. 46586

DATE:

POINTE GRAND APARTMENTS

CHILLPOINTE, LLC
DELAND, FLORIDA

CONCEPT PLAN

[illegible]

DRAWN BY: -	DATE: 04/11/22
CHECKED BY: DE	JOB #: -

SHEET #

C-1

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

June 15, 2022

APPLICATION NO.: Z22-046

APPLICANT: Nick Everly, Evans Engineering
United Shares Real Estate LLC (owner)

REQUEST: Request to amend the existing zoning designation from Cascades PD to Pointe Grand Apartments PD

APPLICABLE REGULATIONS:

Article IV	OVERLAY AND FLOATING ZONES Sec. 33-32 – Planned Development District.
Article XII	ADMINISTRATION AND ENFORCEMENT Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location:	Southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave.
Parcel Size:	± 14.57 acres
Land Use:	High Density Residential
Existing Zoning:	Cascades PD
Existing Use:	Residential/undeveloped

	SURROUNDING USE:	SURROUNDING ZONING:
North:	Low Density Residential	Cascades PD
South:	Highway Commercial; Mixed Office - Residential	Cascades PD
East:	Low Density Residential/Community Health Overlay	Manchester PD
West:	ROW (Spring Garden Ave.)/ High Density Residential	R-16; R-1A

B. ANALYSIS:

The location of the proposed development consists of ± 14.57 acres of vacant, wooded land, located southeast of the intersection of Clear Lake Rd. and N. Spring Garden Ave. On June 15, 1987, The Cascades PD was adopted. The development plan included five phases, allocating uses such as single-family residential, fee-simple townhomes, multi-family units, an assisted lifecare facility (ALF) and office uses. As of current, the single-family residential Phases I & II are complete.

THE FOLLOWING TRC COMMENTS REMAIN:

Planning Comments:

1. Wetland buffer must be at least 25' consistently (not on average) — Sec. 33-58
2. A minimum 40-foot-wide landscape buffer shall be required along the overlay street frontage. Sec. 33-36.05
3. Show the location of the walking trail as described in the PD.
4. Note the Overlay District in Site Data: Emerging Gateway Corridor
5. Show location of monument signs. Design standards in Sec. 33-36.04
6. Add a no burning condition
7. Phasing plan details must be provided in PD; add note saying no mass grading.
8. Note the # of stories also. (Per R-16 zoning: One-, two-, three-story: 50 percent)
9. State the parking requirement details.
10. State the LS requirement details (type; width).
11. West buffer should be 40' wide (Emerging Corridor)
12. Spell out details instead of referring to the concept plan. Emergency access must be to a paved or stabilized road. The road will be located on the east side of the property and will have the option to make it a full access road. Permission (easement) will be needed between Pointe Grand PD and Manchester PD to share access road.
13. Call out the location of all fencing/walls being added for LS buffering. Label on the concept plan.
14. Have you done a tree survey? Historic trees may not be removed.
15. Where will the open space be? Provide the areas of land devoted to publicly owned open space, publicly owned recreational areas, publicly owned plazas, common area, open space, common area recreational areas, and common area plazas, all expressed as percentages of the total site area. 33-133.03(e)(3)(h)
16. In the Stormwater Drainage section, add LID standards.
17. Be sure to maintain shared access to the southern parcel 700500000122 (via parcel 70050000012A)
18. Close off any access to the north subdivision

Engineering Comments:

19. Add note: Low Impact Development (LID) is recommended for the Planned Development stormwater management master plan. LID design such as bioretention swales, rain gardens, stormwater re-use and harvesting, and BMP treatment train to minimize runoff pollutant and increase stormwater recharge and natural infiltration processes.
20. Will proposed retention ponds be designed for positive discharge or closed basin? If pond has positive discharge, please show the anticipated discharge location on the plan.

21. Please show the property soil limits, type, and hydrological soil group (HSG) per the National Resource Conservation Soil (NRCS) online map.
22. What are the dark lines next to the west and southeast retention ponds represent?
23. Please call-out the circled numbers on the Roadway Typical Section at bottom right corner of sheet C-1
24. Handicap Space dimension is 12' x 20'. Please revise under Provided Parking Note and Concept Plan.

Fire Comments:

25. Land clearing – no burning is allowed.
26. A 2nd entrance or an emergency access road is required.

Forestry Comments:

25. Please change “Tree Preservation” to “Tree Protection” in notes 21 and 22.
27. Please change "Tree Preservation" to "Tree Protection Area" in Notes 21 and 22

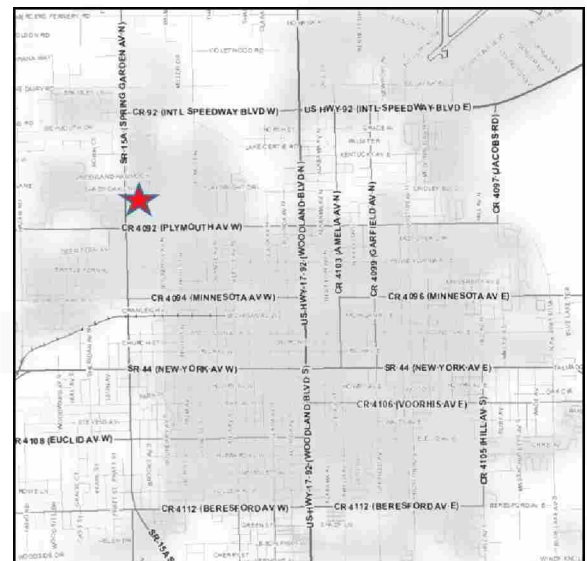
Section 33-135 of the Land Development Regulations provides the following criteria, which the City Commission shall utilize in reviewing a rezoning request:

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

The proposed zoning classification of Planned Development is consistent with the Comprehensive Land Use Plan designated as High Density Residential and is near other residential uses that vary in density.

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

The site is heavily wooded with some areas of wetlands indicated on the map. However, the developer has indicated that there are no historic trees found on site and they will receive a permit from SJRWMD for any wetland mitigation. An environmental study of the property must be submitted prior to site plan approval.



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

The property is currently vacant and contributes only marginally to the tax base. The rezoning action will permit the eventual development of the site which will have a positive impact upon the economy, once the apartments are in operation.

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

The rezoning action will not impact governmental services. The property is located within the urban area and such services are already provided. No new services are anticipated to be required because of the rezoning action itself.

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

The subject property was originally part of the Cascades PD which was adopted in June of 1987. The PD was created with 5 phases and allocated a mixture of uses that included single-family residential, multi-family residential, commercial and an Assisted Lifecare Facility. As of today, only Phases I & II have been developed, leaving the remaining property vacant.

If rezoned to the Pointe Grand Apartments PD, Phases III & IV will be consolidated into a single parcel and will no longer be part of the Cascades PD.

6. Was there a mistake in the original classification?

There was no mistake in the original classification.

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

The proposed rezoning will not have a negative effect on the value of the area, as the proposed development is compatible with adjacent uses and provides more choices for housing in the area.

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

Impacts upon public health, safety and welfare will generally be positive impacts, as the development will provide much-needed housing for the community.

C. CONCLUSION:

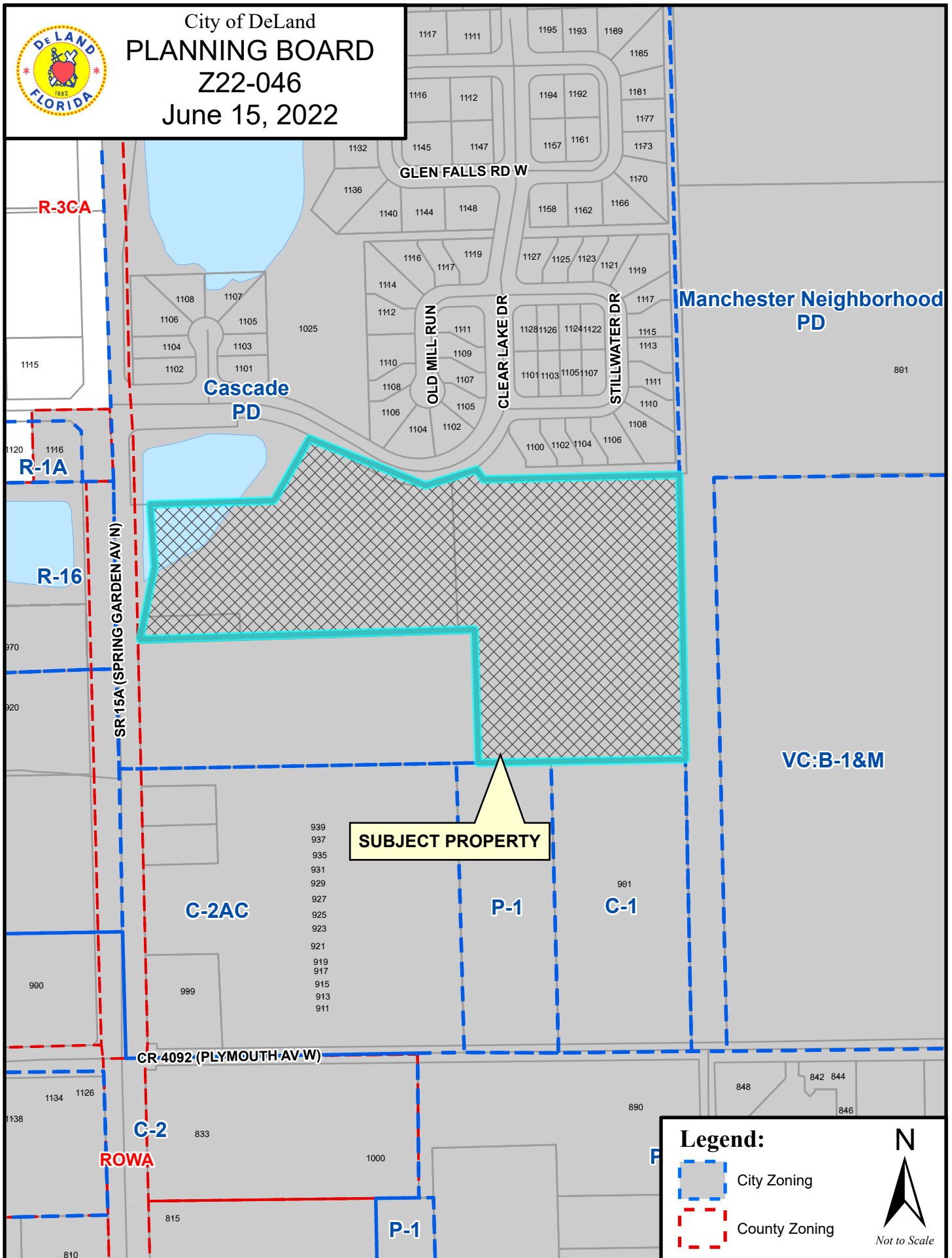
The Applicant is proposing a rezoning from Cascades PD to Pointe Grand Apartments PD in order to develop the subject property as a 204-unit apartment complex, with amenities.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the request to rezone the subject property from Cascades PD, to Pointe Grand Apartments PD, recommending approval, subject to addressing all Staff comments, and additional comments made by the Planning Board, being addressed prior to the City Commission meeting.



City of DeLand
PLANNING BOARD
Z22-046
June 15, 2022



THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA,
AND DESCRIBED AS FOLLOWS:

THAT PART OF THE SW 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SURVEY NOTES

- ### FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12127C0465H, WHICH BEARS AN EFFECTIVE DATE OF 2/19/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 2037-5766540, EFFECTIVE DATE: NOVEMBER 12, 2021
SCHEDULE B SECTION II - EXCEPTIONS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RECONSTRUCTIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
9. COVENANT TO SUPPORT ANNEXATION AS SET FORTH IN INSTRUMENT RECORDED APRIL 3, 1987 IN BOOK 2960, PAGE 1950. (AS TO PARCELS 1 AND 2)
- DOES NOT AFFECT PROPERTY
10. ORDINANCE NO. 87-22 AS SET FORTH IN INSTRUMENT RECORDED JUNE 22, 1987 IN BOOK 2997, PAGE 970 AND AMENDED IN ORDINANCE NO. 97-36 RECORDED AUGUST 28, 1997 IN BOOK 4230, PAGE 698. (AS TO PARCELS 1 AND 2)
- DOES NOT AFFECT PROPERTY
11. UTILITY EASEMENT IN FAVOR OF THE CITY OF DELAND, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA RECORDED AUGUST 4, 1988 IN BOOK 3175, PAGE 1781. (AS TO PARCEL 1)
- DOES NOT AFFECT PROPERTY
12. DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED NOVEMBER 6, 1991 IN BOOK 3707, PAGE 1390, AS AFFECTED BY THAT CERTAIN SUBORDINATION OF UTILITY INTERESTS RECORDED JANUARY 14, 1994 IN BOOK 3890, PAGE 4732. (AS TO PARCEL 1)
- DOES NOT AFFECT PROPERTY
13. THE CASCADES PLANNED DEVELOPMENT NARRATIVE RECORDED APRIL 27, 1998 IN BOOK 4299, PAGE 2286. (AS TO PARCELS 1 AND 2)
- DOES NOT AFFECT PROPERTY
14. MORTGAGE RECORDED DECEMBER 9, 2019 IN BOOK 7784, PAGE 2104, TOGETHER WITH ASSIGNMENT OF RENT, INCOME AND RECEIPTS RECORDED IN BOOK 7784, PAGE 2114 WHICH APPEARS OF RECORD TO BE CURRENTLY HELD BY JANET TRAN AND THE EFFECT OF A DOCUMENT PURPORTING TO BE A RELEASE THEREOF RECORDED IN BOOK 7902, PAGE 4057. NOTE: THE COMPANY WILL REQUIRE SATISFACTORY PROOF OF FULL PAYMENT OF THE DEBT SECURED BY THE SAID MORTGAGE PRIOR TO THE CANCELLATION OF THIS POLICY OR INSURING THE COMPLETED TRANSACTION. THIS EXCEPTION MAY BE REMOVED UPON SATISFACTION OF THE REQUIREMENT FOR VERIFICATION OF THE ABOVE-DESCRIBED RELEASE. (NOTE: SEE SCHEDULE B-I REQUIREMENT NUMBER 9.)
- DOES NOT AFFECT PROPERTY
15. SUBJECT TO ANY AND ALL LIENS PROVIDED FOR BY SECTION 30-8(c)(1) OF THE CODE OF ORDINANCES OF THE CITY
- DOES NOT AFFECT PROPERTY
16. ANY LIEN AS PROVIDED FOR BY CHAPTER 159 OR 170, SIMILAR FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE, OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER, GAS SYSTEMS SUPPLYING THE LANDS DESCRIBED HEREIN.
- DOES NOT AFFECT PROPERTY
17. THIS POLICY DOES NOT INSURE TITLE TO ANY PART OF THE LAND LYING BELOW THE ORDINARY HIGH-WATER MARK OF ANY ABUTTING BODY OF WATER. (AS TO PARCEL 1)
- DOES NOT AFFECT PROPERTY
18. RIPARIAN AND/OR LITTORAL RIGHTS ARE NOT INSURED. (AS TO PARCEL 1)
- DOES NOT AFFECT PROPERTY
19. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).
- DOES NOT AFFECT PROPERTY

TO: HILLPOINTE, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY

ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A)(B), 7(A)(B), 8, 9, 11(A), 13, 14, 16, & 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 05, 2022.

DATE OF MAP OR PLAT: APRIL 12, 2022

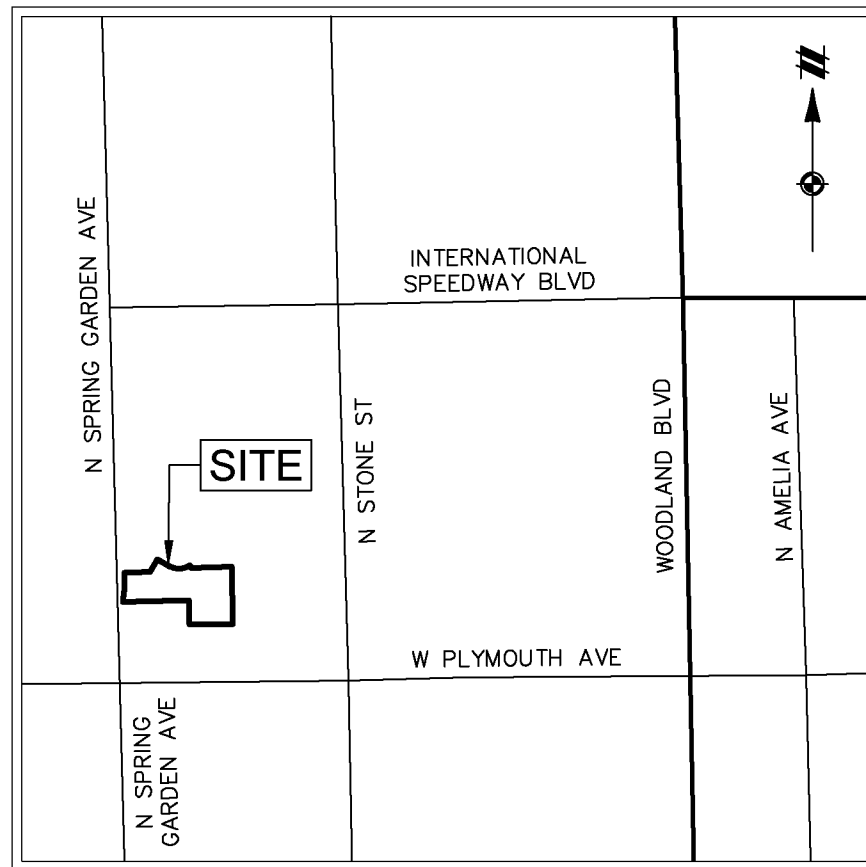
FOR REVIEW

I, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA, SJ-17, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

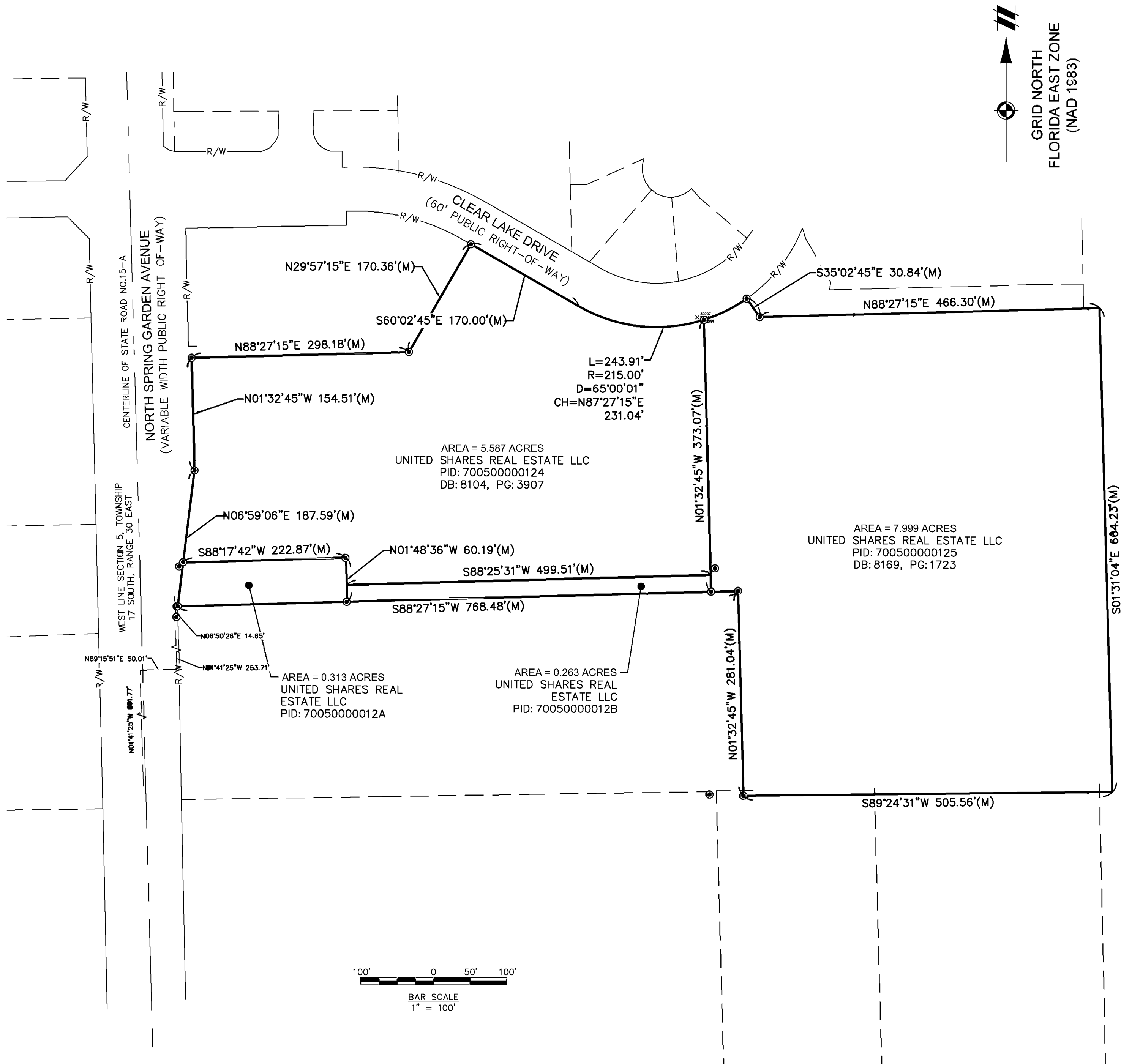
CLYDE R. ELDREDGE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #7076
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

HORIZONTAL: GRID NORTH, NAD83, FLORIDA STATE PLANES, EAST ZONE
 (NORTH AMERICAN DATUM OF 1983) (2011)
 US SURVEY FOOT, ORANGE COUNTY, FLORIDA
 VERTICAL: NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988)
 GEOID: GEOID18 (CONUS)

1. PLAT ENTITLED "THE CASCADES-UNIT 1" DATED JUNE 23, 1987, PREPARED BY FERARRA SURVEYING. SECTION 5, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA
2. WARRANTY DEED, INSTRUMENT #2021198722, DEED BOOK 8104, PAGE 3907, DATED AUGUST 20, 2021.



NOT TO SCALE



Know what's **below**.
Call before you dig

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE
SOLE RESPONSIBILITY OF THE
CONTRACTOR; NEITHER THE OWNER
NOR THE ENGINEER SHALL BE
EXPECTED TO ASSUME ANY
RESPONSIBILITY FOR SAFETY OF
THE WORK, OF PERSONS ENGAGED
IN THE WORK, OF ANY NEARBY
STRUCTURES, OR OF ANY OTHER
PERSONS.

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ATWELL
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1800 PARKWAY PLACE, SUITE 700
MARIETTA, GA
770.423.0807
FLORIDA SURVEY CO.# LB7832

HILLPOINTE, LLC	LOCATED IN SECTION 5,
EXHIBIT OF PROPERTY DELAND APARTMENTS	TOWNSHIP 17 SOUTH, RANGE 30 EAST
NORTH SPRING GARDEN AVENUE	CITY OF DELAND
	VOLUSIA COUNTY, FLORIDA

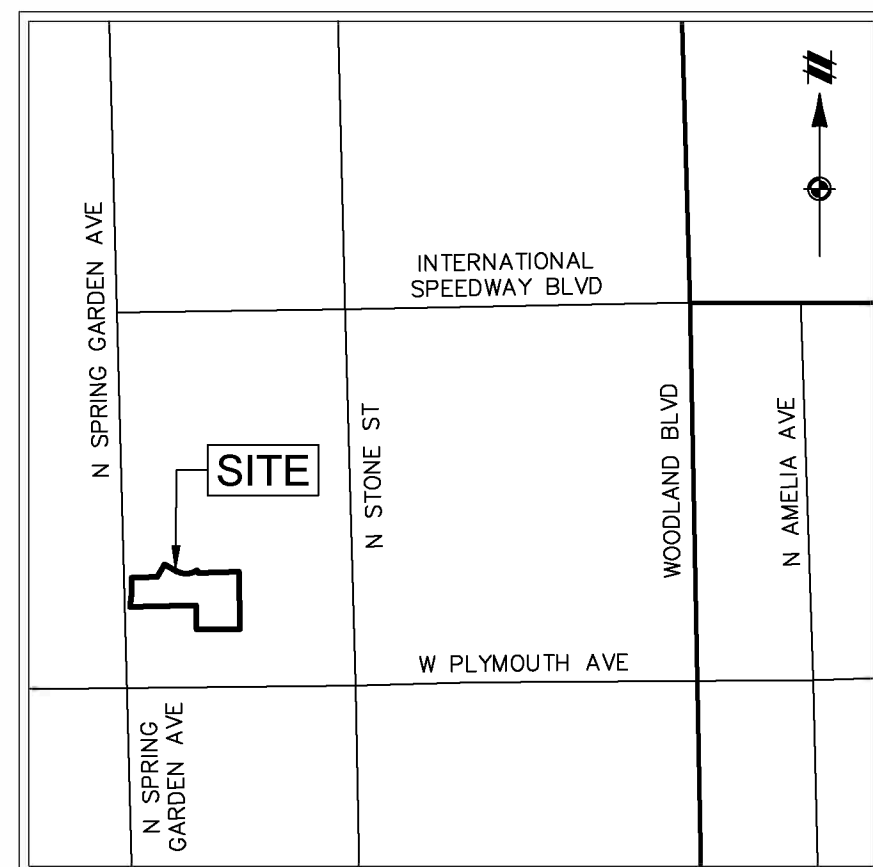
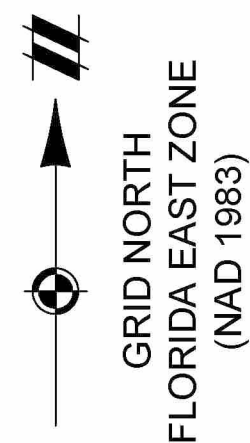
DATE 04/12/2022

[illegible]

DWG.	STH	CH.	KMK
P.M. CRE			
CODE		AS	
JOB		22001649	
SHEET NO.			
1 OF 2			

HORIZONTAL: GRID NORTH, NAD83, FLORIDA STATE PLANES, EAST ZONE
(NORTH AMERICAN DATUM OF 1983) (2011)
US SURVEY FOOT, ORANGE COUNTY, FLORIDA
VERTICAL: NAVD88 (NORTH AMERICAN VERTICAL DATUM OF 1988)
GEOID: GEOID18 (CONUS)

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NO. 12127C0465H, WHICH BEARS AN EFFECTIVE DATE OF 2/19/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.



VICINITY MAP
NOT TO SCALE



Know what's **below**.
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SOLE RESPONSIBILITY OF THE
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LOCATED IN SECTION 5,
TOWNSHIP 17 SOUTH, RANGE 30 EAST
CITY OF DELAND
VOLUSIA COUNTY, FLORIDA

CLIENT HILLPOINTE, LLC

EXHIBIT OF PROPERTY
DELAND APARTMENTS

NORTH SPRING GARDEN AVENUE

DATE 04/12/2022

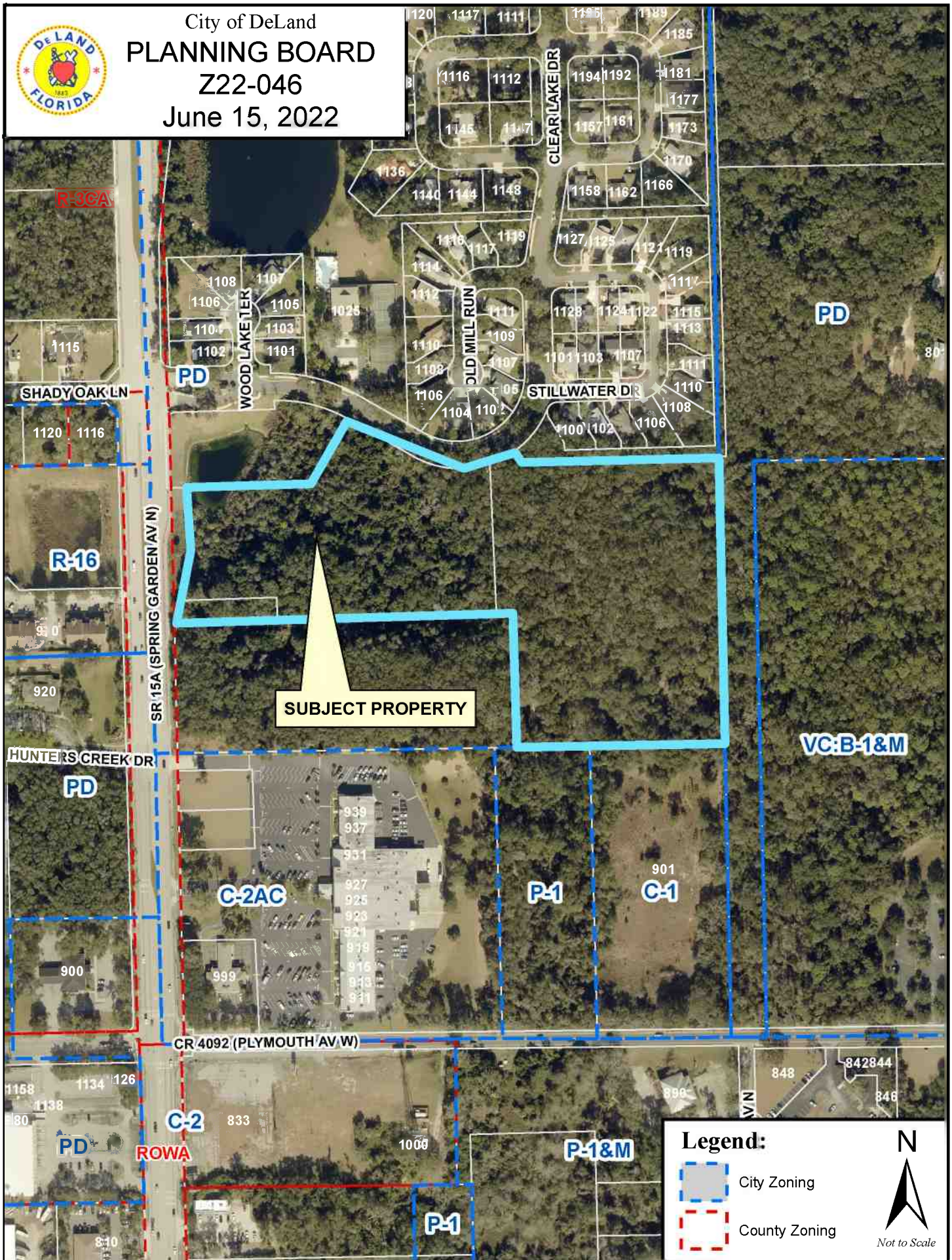
REVISIONS

DWG.	STH	CH.	KMK
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CODE		AS	
JOB		22001649	
SHEET NO.			
2 OF 2			

•	BENCHMARK
⦿	FOUND MONUMENT
⦿	FOUND BOUNDARY MARKER
○	IRON PIN SET
=====	SUBJECT BOUNDARY LINE
-----	ADJACENT BOUNDARY LINE
----- R/W -----	RIGHT OF WAY LINE
-----	SECTION LINE
-----	EASEMENT LINE
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-----	GUARD RAIL
(#)	TITLE EXCEPTION NUMBER
⌋	UTILITY POLE
⌋	GUY ANCHOR
—	SIGN
----- OH----- OH-----	OVERHEAD UTILITY



City of DeLand
PLANNING BOARD
Z22-046
June 15, 2022



Legend:

- City Zoning
- County Zoning

Legend:

- N
- Not to Scale*

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: First Reading of Ordinance Amending Chapter 21, Section 21-29 of the Code of Ordinances Relating to Panhandling.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

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

SUMMARY/HIGHLIGHT:

An Ordinance is proposed to amend the provisions of Section 21-29 of the Code of Ordinances relating to panhandling. The purpose of the Ordinance is to add the intersection of Woodland Boulevard and Taylor Road to the city's panhandling prohibition.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The proposed Ordinance will include a newly identified high-risk intersection to the City's provisions relating to panhandling as determined to be in the public interest.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

No significant fiscal impact is associated with this ordinance.

RECOMMENDATION:

It is recommended that the City Commission approve the attached amended Ordinance.

BACKGROUND/DISCUSSION:

The proposed Ordinance updates the City's panhandling regulations by amending Section 21-29 of the *Code of Ordinances* to include the intersection of Woodland Boulevard and Taylor Road as a high-risk intersection for pedestrians. The addition of Woodland Boulevard and Taylor Road as a high-risk intersection was determined by the City of DeLand Police Department as provided by traffic data collected from June 6, 2019 to June 16, 2022. The proposed Ordinance will thus prohibit panhandling within 50 feet of the intersection of Woodland Boulevard and Taylor Road.

The information provided to the City Commission at its September 8, 2021 meeting regarding the dangers associated with panhandling in certain locations, to include high traffic intersections, is adopted by reference in this agenda item.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING CHAPTER 21 “OFFENSES” OF THE CODE OF ORDINANCES FOR THE CITY OF DELAND BY AMENDING SECTION 21-29 “PANHANDLING” BY ADDING A NEW SUB-SUBSECTION 21-29(a)(13)(i) AND A NEW SUB-SUBSECTION 21-29(d)(7)a.9 FOR THE PURPOSE OF ADDING AN ADDITIONAL DANGEROUS INTERSECTION AT WHICH PANHANDLING IS PROHIBITED; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City’s Code of Ordinances contains a prohibition against panhandling;
and

WHEREAS, the current panhandling ordinance addresses pedestrian and traffic safety at eight delineated intersections; and

WHEREAS, the City Commission of the City of DeLand held two public hearings on August 16, 2021 and September 8, 2021 at which it accepted a testimony and a significant amount of written evidence to assess the public safety risks associated with panhandling within high traffic intersections, and thereupon adopted Ordinance 2021-26 which prohibited panhandling at certain high traffic – high risk intersections; and

WHEREAS, the City Commission hereby adopts and incorporates the evidence presented at the aforementioned hearings and hereby adopts the legislative findings and intent used to establish Ordinance 2021-26; and

WHEREAS, the City of DeLand Police Department has compiled accident data at the high traffic intersection of Woodland Boulevard and Taylor Road; and

WHEREAS, the traffic related accidents at such intersection have resulted in 23 injuries from June 2019 through June 2022; and

WHEREAS, the City Commission of the City of DeLand has considered whether it would be appropriate to include the intersection of Woodland Boulevard and Taylor Road to the current list of intersections at which panhandling is prohibited; and

WHEREAS, the City Commission of the City of DeLand has determined that it is in the best interest of pedestrians and roadway travelers to prohibit the act of panhandling at the intersection of Woodland Boulevard and Taylor Road; and

WHEREAS, it is necessary to amend Chapter 21 “Offenses” of the Code of Ordinances of the City of DeLand, to prohibit panhandling at the intersection of Woodland Boulevard and Taylor Road to further the public health, safety and welfare.

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

Section 1. Section 21-29(a)(13) of the Code of Ordinances of the City of DeLand is hereby amended by adding the new underlined language and deleting the ~~strikethrough language~~ as follows:

(a) Definitions.

(13) *High risk intersection for pedestrians* means the following intersections, as identified and applied from the City of DeLand Police Department Pedestrian Traffic Safety Study, ~~for the period from January 1, 2017 to March 8, 2021:~~

- a. Woodland Boulevard/United States Highway 17 and Violetwood Road.
- b. Woodland Boulevard/United States Highway 17 and Old Daytona Street.
- c. Woodland Boulevard/United States Highway 17 and United States Highway 92.
- d. United States Highway 92 and Amelia Avenue.
- e. Woodland Boulevard/United States Highway 17 and Plymouth Avenue.
- f. Woodland Boulevard/United States Highway 17 and Beresford Avenue.
- g. Woodland Boulevard/United States Highway 17 and Orange Camp Road.
- h. New York Avenue and State Road 15A.
- i. Woodland Boulevard and Taylor Road.

Section 2. Section 21-29(d)(7)a.9 of the Code of Ordinances of the City of DeLand is hereby amended by adding the new underlined language and deleting the ~~strikethrough language~~ as follows:

(7) Notwithstanding the foregoing, panhandling is prohibited and unlawful on the parcels and road right-of-way included within the following geographic areas:

- a. Within 50 feet (this distance to be measured from the stop bar at each lane of travel to create a square around the intersection) of the following intersections:
 1. Woodland Boulevard/United States Highway 17 and Violetwood Road.
 2. Woodland Boulevard/United States Highway 17 and Old Daytona Street.
 3. Woodland Boulevard/United States Highway 17 and United States Highway 92.
 4. United States Highway 92 and Amelia Avenue.
 5. Woodland Boulevard/United States Highway 17 and Plymouth Avenue.

6. Woodland Boulevard/United States Highway 17 and Beresford Avenue.
7. Woodland Boulevard/United States Highway 17 and Orange Camp Road.
8. New York Avenue and State Road 15A.
9. Woodland Boulevard and Taylor Road.

Section 3. Conflicts. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 4. 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 5. Codification; Directions to Code Codifier; Correction of Scrivener's Errors.

(a). The provisions of Sections 1 and 2 of this Ordinance shall become and be made a part of the Code of Ordinances of the City of DeLand and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 3 through 6 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 6. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: First Reading of Ordinance Creating a New Residential Land Use Category in the Future Land Use Element.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Transitional Residential Development , Planning Board Staff Report, City Commission Work Shop - 2022-08-01

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

SUMMARY/HIGHLIGHT:

In April 2022, the City Commission requested that staff explore options to address how the City develops in transition areas between developed suburban areas within the city and low-density residential areas within the unincorporated county. Four options were analyzed by staff:

1. Create a new Future Land Use Category
2. Revise an existing category
3. Create new policies to guide development; or
4. Create a new Future Land Use Overlay.

After internal review and deliberation, staff discussed the options with City Commission on August 1, 2022. At this meeting, staff reviewed all four options and included an analysis of the various options. Staff presented Option 1 as the preferred course of action. A copy of this August 1, 2022 Request for Commission Action is attached. Following the staff presentation and Commission discussion, City Commission directed staff to move forward with Option 1 – Create a new Future Land Use Category.

On October 19, 2022, Planning Board recommended approval of this new Future Land Use Category, subject to minor revisions. The Planning Board recommendation included a request that additional clarification regarding preservation of and minimizing disruption to existing natural habitats be added to the draft language. Planning Board also requested that staff clarify the number of enhanced on-site amenities. In addition to these revisions, staff also lowered the initial maximum density proposed in the Planning Board draft from 2.9 to 2.0 dwelling units per acre and included the corresponding dwelling units in the proposed density bonus chart. The City Commission draft reflects these revisions.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This proposed amendment to the City's Comprehensive Plan supports the City's Strategic Plan by encouraging enhanced bike and trail connections, protecting conservation areas, and linking neighborhoods.

SUSTAINABILITY:

NA

FISCAL IMPACT:

No fiscal impact is anticipated with this proposed new Future Land Use Category.

RECOMMENDATION:

Staff recommend approval of the proposed amendment to add a new Future Land Use Category to the City's Comprehensive Plan - Transitional Residential Development Designation and direct staff to transmit the amendment to the Florida Department of Economic Opportunity and the Volusia Growth Management Commission.

BACKGROUND/DISCUSSION:

See Planning Board staff report and proposed draft amendment.

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND BY REVISING THE FUTURE LAND USE ELEMENT BY ADOPTING A NEW RESIDENTIAL NEW LAND USE DESIGNATION – TRANSITIONAL RESIDENTIAL DEVELOPMENT (TRD) DESIGNATION; AS PART OF THE COMPREHENSIVE PLAN, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Local Government Comprehensive Planning and Land Development Regulation Act (hereinafter the "Act"); and

WHEREAS, the Act requires each local government in the State of Florida to prepare and adopt a comprehensive plan; 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 Transitional Residential Development (TRD) Designation is intended for areas with lower density residential development and would serve as a gradual transition between existing agricultural and large-lot development within the county and the suburban areas within the City; and

WHEREAS, the City Commission has designated the Planning Board as the "local planning agency" responsible for reviewing proposed Comprehensive Plan amendments; and

WHEREAS, the Planning Board held a public hearing after due public notice in accordance with F.S. §163.3164(17) for the purpose of making recommendations concerning the proposed Comprehensive Plan amendments.

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

Section 1. The City Commission hereby amends the Comprehensive Plan for the City of DeLand by adopting a new residential land use designation – Transitional Residential Development (TRD) as part of the Comprehensive Plan as described in Exhibit “A” attached hereto and by 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 date of issuance of a certificate of consistency or conditional certificate of consistency by the Volusia Growth Management Commission, and a final order is issued by the Department of Economic Opportunity or Administration Commission finding the Ordinance in compliance in accordance with Section 163.3184, Florida Statutes. No development orders, development permits or land uses dependent

on this Ordinance may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this Ordinance may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Division of Community Development, Caldwell Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399.

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

TRANSITIONAL RESIDENTIAL DEVELOPMENT (TRD) DESIGNATION

Description:

The Transitional Residential Development (TRD) Designation is intended for areas with lower density residential development, with a maximum gross density of up to 2.0 dwelling units per acre. The TRD designation is intended to provide a transition between existing low density residential and agricultural uses within the unincorporated county and low-density suburban residential uses within the city.

In some circumstances, the maximum density may be increased, provided specific performance-based criteria can be met. Higher density residential uses such as townhomes, cluster development, or 2, 3, and 4 family residential units may be considered on a case-by-case basis, and if developed through a cluster development pattern with the preservation of additional open space. In reviewing rezoning requests, the specific density will depend on locational factors, including compatibility with adjacent uses and availability of public facilities. This category will allow existing agricultural zoning and uses to continue.

General Type
of Development:

- Single-Family Residential
- Cluster Development
- 2, 3, and 4 Family Residential

Policy Guidelines:

The TRD Designation is intended to provide larger-lot development options to allow for a gradual transition between existing agricultural and large-lot development areas within the unincorporated areas of the County and the perimeter of the City boundaries. This designation will allow another option for lower density residential development within the City, encourage a more clustered development pattern to preserve a greater amount of open space and natural area and minimize disruption to existing natural habitat.

General: All development within the TRD Designation shall provide the following:

- a) Low-impact stormwater design
- b) Minimum 15% Tree Protection Area

Density Bonus: Development within the TRD Designation area may increase the maximum density of 2.0 dwelling units per acre by up to 25% (2.5 dwelling units per acre), provided all of the following criteria are met:

- a) Internal trail and bike lanes with connections to adjacent trails and natural areas are constructed throughout the development area.
- b) Sidewalks and bike lanes provided throughout the development area.
- c) The project is located within a mile of an arterial, interstate, or the SunRail station.
- d) At least three enhanced on-site amenities such as a recreation center, pool, clubhouse, fitness center, dog park, etc. are constructed to serve the residents.

Cluster Development: In order to preserve the open character of adjacent rural areas, lots may be clustered. In addition to the density bonus for providing

amenities, trails, and access to existing transit, cluster developments may be granted an additional density bonus, provided:

- a) All Density Bonus requirements (above) are met
- b) Additional minimum preserved open space areas are preserved (table below)

Preserved Open Space	Density Bonus	Maximum Density (du/ac)
50%	20%	3 du/ac
60%	30%	3.25 du/ac

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

October 19, 2022

- A. APPLICATION NO.:** COMP22-201 – Comprehensive Plan Amendment – New Land Use Designation – Transitional Residential Development Designation
- Applicant:** City of DeLand, Community Development Department
- Request:** Amend the City of DeLand’s Comprehensive Plan by creating a new residential Land Use Category to the Future Land Use Element for compliance with Chapter 163.3177 F.S.
- Location:** City-wide

B. SUMMARY/HIGHLIGHT:

In April 2022, the City Commission requested that staff explore options to address how the City develops in transition areas between developed suburban areas within the city and low-density residential areas within the unincorporated county. Four options were analyzed by staff:

1. Create a new Future Land Use Category
2. Revise an existing category
3. Create new policies to guide development; or
4. Create a new Future Land Use Overlay.

After internal discussions, staff discussed the options with City Commission on August 1, 2022. At this meeting, staff reviewed all four options included an analysis of the various options. Staff presented Option 1 as the preferred option. A copy of this August 1, 2022 Request for Commission Action is attached. Following the staff presentation and Commission discussion, City Commission directed staff to move forward with Option 1 – Create a new Future Land Use Category.

C. ANALYSIS:

This proposed new Land Use Category, Transitional Residential Development (TRD) Designation, is intended for lower-density areas and would serve as a gradual transition between existing agricultural and large-lot development within the county and the larger-lot suburban areas within the City. This designation would allow another option for lower density residential development within the City and encourage a more clustered development pattern to preserve a greater amount of open space and natural area. The designation would allow for a maximum gross density of up to 2.9 dwelling units per acre, with standards and provisions for additional density requests, provided specific performance-based standards can be met.

D. PLANNING BOARD ACTION:

1. Recommend approval of the proposed amendment add a new Future Land Use Category to the City’s Comprehensive Plan - Transitional Residential Development Designation.

CITY OF DELAND
Request for Commission Action
August 1, 2022

SUBJECT: Presentation re Annexation Pause Update.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Preferred Option for New Land Use Designation

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

SUMMARY/HIGHLIGHT:

The City Commission requested that staff develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between developed suburban areas within the city and currently low-density residential unincorporated areas. Four options were analyzed by staff; 1) create a new Future Land Use category, 2) revise an existing category, 3) create new policies to guide development, or 4) create a new Future Land Use overlay.

After internal discussions, the first option is being presented as the preferred option combined with some of the points from the other alternatives. There is a brief discussion of the four options that were analyzed in the attached report to provide some insight as to how this preferred option was developed, along with suggested criteria to guide new development. The report also provides some policy excerpts from the existing Comprehensive Plan that can be expanded upon through this process.

One of the key issues that staff is asking the Commission to provide direction on is where this new category is to be applied, such as select areas of unincorporated land adjacent to the city or for all annexations, regardless of location. The location discussion will help guide the proposed amendment to reflect the desires of the Commission.

As the amendment is further refined, the draft amendment will be presented to the Planning Board for their recommendations prior to being formally presented to the City Commission for adoption. Once the Comprehensive Plan is amended, the Land Development Regulations may be amended, if needed, to implement the updated Comprehensive Plan.

Potential adoption timeline:

- September 19 - Planning Board review and consideration
- October 17 - City Commission first reading
- December 5 - City Commission second reading

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles:

Strategic Context: To manage growth, the City will need to institute a number of smart growth principles. For reasons of both community identity and governmental efficiency, an annexation strategy is required which will “square off” the city’s boundaries.

Strategies:

Community consistent growth

Action Steps:

Review land development regulations and policies and incorporate principles that encourage smart growth and redevelopment.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Provide direction for planning staff in the preparation of the Comprehensive Plan amendments.

BACKGROUND/DISCUSSION:

This proposed option is divided into two parts; a new category and a new set of policies.

Part 1 – Create new land use category (possible titles: Transitional – Residential or Suburban – Residential designation)

This amendment will create a new future land use category. The City's Comprehensive Plan currently provides a Description of the category, a list of the General type of development, and Policy guidelines for each land use category. With this amendment, the new category would allow the City Commission to guide where new transitional development should be allowed, the type of development that would be constructed and specific guidelines to be followed by the new development.

This new category can provide location criteria as to when and where it is applicable. The new category should also describe if other than Single Family residential uses are allowed, such as cluster, townhomes, multi-family or a mixture. Also, a maximum density will be set by this new category.

Part 2 – Policies and criteria

This part of the amendment will create additional development and sustainable policies in the Future Land Use element that does two things, 1) provide limits and directions to new residential development and 2) helps the development comply with the city's effort to be sustainable. The City's Comprehensive Plan currently has two policy sections that could be expanded with new policies to guide new development in the suburban sections of the city. Also, entirely new Objective and Policies could be created to address this issue as well.

Preferred option for guiding new development in select areas

Comprehensive Plan Amendment

Recently, the City Commission requested that staff develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between suburban areas in the city and low density residential unincorporated areas. Four options were analyzed by staff:

1. Create a new land use category with standards and criteria
2. Revise an existing category to include standards and criteria
3. Develop new policies to guide development in these transitional areas
4. Create an overlay district with standards and criteria

After internal discussions, staff is presenting the first option, create a new land use category, as the preferred option. This updated option is divided into two parts; a new category (Part A) and a new set of policies (Part B). This new land use category would be available for new annexations and as an option for rezoning applications, provided the criteria and standards could be met. The end of the report includes the analysis of the four options to provide some insight into the process and rationale for the proposed option.

Discussions with the Planning Board and City Commission may lead to other alternatives and revisions. One of the key discussion points should focus on where this new category could be applied. For example, would this new category apply to specific areas around the city, or would it be an option for all annexations or rezonings, regardless of location. The location discussion will help guide the proposed amendment to reflect the desires of the Commission. As the new category is further refined, the draft amendment will be presented to the Planning Board for their recommendations prior to being formally presented to the City Commission for adoption. Once the Comprehensive Plan is amended, the Land Development Regulations may be amended, if needed, to implement the updated Comprehensive Plan.

Part A – Create new land use category (possible titles: Transitional – Residential or Suburban – Residential designation)

This amendment will create a new future land use category. The City's Comprehensive Plan currently provides a Description of the land use categories, a list of the General type of development, and Policy guidelines for each land use category. With this amendment, a new category would allow the City Commission to guide where new transitional development would be allowed, specify the type of development that would be constructed and provide specific guidelines to be followed by the new development. The

new zoning would be evaluated on a case-by-case basis when a developer applies for this specific land use category at a particular location. The Commission will ultimately make the decision by either approving an application with this new land use category and associated standards, or an existing category if deemed more appropriate.

The new category could also include other housing options such as -cluster, townhomes, multi-family or a mixture. This new category would also specify a maximum density, and could include provisions for additional density under certain conditions.

Part B – Policies, Standards and criteria

Along with the new category, new standards and criteria would be included to provide limits and directions for new development and to maintain the city's effort for sustainable development. The City's Comprehensive Plan currently has two policy sections (outlined in further detail below) that could be expanded with new policies to guide new development in the suburban sections of the city. Also, entirely new Objective and Policies could be created to address the new category and guide new zoning applications for other land use categories.

The actual density of the proposed project would not have to be determined until a zoning application was submitted and the guidelines and policies are applied to the application during the hearing process. Once the new category and policies are in place, they would apply to both standard zoning applications or Planned Developments.

Staff has provided some categories and standards that may help guide the discussion regarding the proposed option for a new land use category and associated standards and criteria.

Intent:

The intent of this new land use category is to provide an additional option for residential development located adjacent to lower density projects throughout the city. This section would include goals and policies supported by the 2050 vision plan. The 2050 vision plan could also be updated.

Standards

Criteria for a minimum lot size.

Provisions to variation in residential housing types and architectural design features.

Restriction for a maximum of 2 du/ac if a project fails to meet at least 4 (or more) of the below-referenced criteria and standards.

Environmental

Standards to provide more Tree Preservation Area or open space or recreation areas.

Provisions for larger buffer requirements when adjacent to lots greater than 1 acre in size.

Requirements for xeriscape or Florida-Friendly plants for both common areas and individual lots, including diversity in plant material.

Criteria for energy efficient structures and provisions for EOV charging stations, solar, white (reflective) roof materials, and other energy efficient building practices.

Restrictions regarding clearing only a maximum of 50% of site within first year for projects greater than 20 acres.

Requirements to protect environmental lands or existing active agriculture land.

Infrastructure

Options for Low Impact Development stormwater facilities, including landscaping in ponds and less impervious surface.

Requirements for construction of inter-connected trail networks.

Standards for connectivity to adjacent developments and properties, roadways, natural areas, trails, and bike lanes.

Requirements for proximity to major roadway or near interstate or SunRail (this could also be an incentive – could allow for smaller lot sizes if clustered development adjacent to SunRail).

Compatibility

Location criteria to help determine where appropriate

Appropriate density range (Staff is suggesting that the maximum density be established at 2.9 du/ac which is half of the Low Density Residential land use category).

Incentives

Options for additional density for affordable housing (increase density up to X per acre in this category if meets affordable housing program conditions) *Note – bonus could be an increase of up to 50% depending on the project*

Allowances for clustering for smaller lots in combination with more open space.

Allowance for additional density if the proposed project corrects or provides solutions to an existing issue or problem, flooding, and safety.

Excerpts from DeLand Comprehensive Plan

Example of land use category

URBAN LOW INTENSITY (ULI) DESIGNATION

Description: Areas for suburban density residential dwelling units with a range of 0.2 to 4 dwelling units per acre. In reviewing rezoning requests, the specific density will depend on locational factors, in particular, compatibility with adjacent uses and availability of public facilities. However, lot sizes larger than one acre may be allowed if there are similar lot sizes existing in the vicinity. This category will allow existing agricultural zoning and uses to continue.

General Type of Development:

- o Single Family Residential, attached or detached
- o Cluster
- o Zero lot line
- o Office
- o Neighborhood Convenience

Policy Guidelines: This category may also allow neighborhood convenience uses and individual office buildings as transitional uses that meet the Comprehensive Plan's location criteria. Commercial intensity shall be limited in a manner that is compatible with the allowable residential density; with a greater intensity permitted at intersections of heavily-used roadways.

In order to be considered compatible, the commercial development should reflect comparable traffic generation; similar traffic patterns; building scale; landscaping and

open space; and buffers. Due to the nature of some of the commercial uses, additional landscaping and visual screening shall be provided through the PD process, when adjacent to low density residential, in order to preserve the character of the neighborhood.

Mixed-use developments consisting of residential and low-intensity commercial may be permitted through the PD process. Overall residential density for the development is not to exceed the specified range for this land use designation. Non-residential building square footages for the development may not exceed the amounts allowed for NCC's. However, total Gross Leasable Area may be increased to 7,840 square feet per acre. Total development size is not to exceed 5 acres in area.

Goals, Objectives and Policies

GOAL f-8: The City of DeLand recognizes the need for a community to be a sustainable one. Initiatives must be taken in order to ensure an adequate quality-of-life for future generations and to protect existing environmentally-sensitive and significant lands from harmful development. Therefore, the City shall encourage the use of recognized "green" development practices and established smart-growth techniques, such as: walkable-communities, transit-supportive development, mixed-use developments, and creative site and building design.

OBJECTIVE:

f8.2 The City recognizes that Greenhouse Gas (GHG) emissions have been shown to cause damaging effects to both the Earth's climate and temperatures, and a decrease in air quality. The City shall seek measures through which GHG's can be reduced and heat gain limited.

POLICIES:

f8.2.1 The City shall seek to reduce GHG's through less vehicle miles traveled by encouraging residential designs that foster road network connectivity between developments and between subdivisions; and by discouraging configurations that do not, such as culs-de-sac.

f8.2.2 Mixed-use projects will be encouraged as a way to reduce vehicle miles traveled through the situating of both residential and supportive services within close proximity; for shorter travel distances and for pedestrian and bicycle accessibility by residents of the project and the surrounding neighborhood.

f8.2.3 The City shall study the possibility of establishing standards that provide for pervious pavement alternatives to help regulate stormwater and decrease heat gain from pavement and other hard surfaces associated with infrastructure.

f8.2.4 The City shall mitigate hardscape heat gain by discouraging more pavement and/or parking than necessary or required by Code.

f8.2.5 The City shall continue to encourage locally-produced food products as a way to reduce vehicle miles traveled in the distribution and in the purchase of such products by providing opportunities for the sale of such goods, such as farmers' markets; and in regulations that preserve productive, quality agricultural lands.

GOAL f-9: Protect environmentally-sensitive areas and natural resources adjacent to and within the city limits of DeLand from development.

OBJECTIVE:

f9.1 The City recognizes the sustainability of a community rests on the ability to protect lands of an environmentally-sensitive nature; and to preserve existing open-spaces for wildlife habitat and quality agricultural acreage for future generations. The City shall utilize land use regulations as one means to provide protection to these sensitive lands.

POLICIES:

f9.1.1 Agricultural/Conservation and Recreational shall be considered appropriate future land use designations for environmentally-sensitive lands.

f9.1.2 As of date of adoption of this Comprehensive Plan, as amended, property annexed into the City limits classified, at the time of annexation, by the following Volusia County land use classifications; except as provided for below; shall retain its County land use classification and shall not be reclassified with a City designation:

- a) Conservation
- b) Environmental Systems Corridor
- c) Forestry Resource
- d) Agricultural Resource

Due to proximity to the DeLand Municipal Airport, lands lying within the bounds of Section 27, Township 16 S, Range 30 E shall be exempt from this policy.

f9.1.3 The City shall explore the feasibility of conservation subdivisions as a means to permit the clustering development while encouraging the preservation of environmentally-sensitive lands and open space.

f9.1.4 The City shall explore means by which limited agricultural activities may be permitted in residential areas without an agricultural designation; such as community gardens and personal agricultural operations; through revisions to the Land Development Regulations and other such Codes.

f9.1.5 Municipal and County wells shall be permitted in any land use category. Wellhead Protection Areas, as shown on the Future Land Use Map Series, shall be protected from adverse development by prohibiting all operations that use, handle, produce or store hazardous substances within 200' of all wellheads.

The following are the options analyzed by staff:

Planning staff initiated the effort to develop an amendment to the Comprehensive Plan that would address how the City develops in transition areas between suburban areas in the city and low density residential unincorporated areas. After exploring many alternatives, they were narrowed down to four concepts:

1. Create a new land use category with standards and criteria
2. Revise an existing category to include standards and criteria
3. Develop new policies to guide development in these transitional areas
4. Create an overlay district with standards and criteria

Option 1 – create new category with standards and criteria (i.e. Transitional/Suburban – Residential designation) This option will create a new future land use category. The City's Comprehensive Plan currently provides a Description, a list of General type of development, and Policy guidelines for each land use category. With this amendment, the new category would allow the City Commission to guide where new residential development should be allowed, the type of development that would be constructed and specific guidelines to be followed by new development. This would occur individually on a case by case basis when a developer applies for a land use amendment. The applicant will explain how its development meets the criteria of the new land use category. The Commission will ultimately make the decision by either approving the application with the new land use or an existing category for a specific location.

This new category can provide location criteria as to when and where it is applicable (provide suggestions). The new category would provide standards and criteria if other types of residential development could be included in these transitional areas. Non-residential uses could also be considered and discussed, but these were not included in staff's analysis at this time. Also, the maximum density will be set by the new category.

Staff selected this option as the preferred choice because it could be selected as part of the annexation/development process without impacting any other portion of the city and would not involve rezoning existing properties and could include incentives for additional density and/or smaller lots if clustering and other innovative solutions are incorporated into the development.

Option 2 – revise existing Urban Low Intensity (ULI) category . Currently the City's ULI category allows a maximum of 4 du/ac and is modeled after the County's ULI designation with the same density which currently surrounds the City. Annexing property that is already designated as such in the county allows for a straight transfer of uses from one jurisdiction to another, which was the purpose behind adopting this category. But as development applications have continued there has been a need to be able to address current development trends that were not contemplated when the ULI category was placed in the Comprehensive Plan. The ULI could be revised to establish a new lower maximum density (such as 2.9) and include specific criteria and provisions for any proposed increase in density above the maximum up to the original 4 du/ac. The city's current areas designated with ULI are already developed or have an approved Planned Development agreement so the revisions should be designed to only impact any new applications. This option also would decide each case individually as Option 1 does. This revision keeps the number of land use categories at 16 which makes the map simpler and less confusing to administer from staff's perspective.

Staff did not select this option as its potential impact on projects and property that are already developed or zoned under the ULI category. Over time this could be difficult to manage and apply standards, especially for expansions and redevelopments.

Option 3 – update existing policies and create new policies to guide development in future transition areas. This option would provide limits and standards for new subdivisions and would support the city's desire for sustainable development. The City's Comprehensive Plan currently has two sections (attached) that could be expanded with new policies to guide new development in the suburban sections of the city. Specific areas for new development would not be identified, but the policies would be used to provide guidance when reviewing new zoning applications regardless of the land use category. Also, a maximum density would not have to be determined but would be done at the time a zoning application was submitted. These policies would be applicable to both standard zoning or a Planned Development throughout the city.

This option maybe the least effective as it would probably not have definitive guidance for a specific development as it would be applicable city wide. However, this option does have the advantage of ensuring that all new development would abide by these policies, not just ones in specific areas of the city. Staff is recommending that additional

sustainable policies could be developed to address overall desires of the Commission, but they would not be selective to only new development.

Option 4 – Create an overlay district with standards and criteria (currently 5 overlays are in the Comprehensive Plan) that could mix some of the above options that can be requested at the same time as a land use designation is requested. This option does not require a new category be developed, but would be used in conjunction with existing land use categories. This overlay could be placed at time of application review along with a land use category that may need additional safeguards under specific circumstances. The overlay does not require specific areas to be selected initially. This option leaves most areas around the city unaffected.

The overlay could also be placed over a large area administratively anywhere the Commission desires to offer development restrictions and guidance. The overlay could be called either the Sustainable Development overlay or the Suburban Transitional overlay.

Staff did not select this option as it left the decision up to the applicant as to whether it wanted the overlay or not; if the overlay was not already in place. Also, this option would be complicated to administer and apply to all existing development as well.

CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: First Reading of Ordinance Changing the Zoning of 0.18 Acre of Property from R-1A (Single-Family) to C-2A (Downtown Commercial) Located at 210 West Wisconsin.

DEPARTMENT: Planning

PREPARED BY: Mike Holmes, Planning Director

ATTACHMENTS: Ordinance, Exhibit A , Z22-197 210 W. Wisconsin (Oct), Z22-197 Zoning and Location Map, Z22-197 Aerial Map

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

SUMMARY/HIGHLIGHT:

This request is for approval to amend the zoning designation for property located at 210 W. Wisconsin Ave. from R-1A (Single family) to C-2A (Downtown Commercial). The property is located in the core area of the city and is subject to the Downtown Commercial land use designation. The existing zoning makes it inconsistent with the land use and approval for the rezoning of the property will bring it into compliance with the land use.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

As outlined in the city's strategic plan under Strategic Focus Area: Institute Smart Growth principles. The use of existing structures in ways that will maintain the community identity and enable the continued growth of activity in the core area.

SUSTAINABILITY:

Amending the zoning designation of this property will permit its continued use for multi-family residential purposes and it will also allow the other uses established in the C-2A zoning designation that it does not allow under the R-1A (single-family zoning).

FISCAL IMPACT:

Rezoning of this property will have no fiscal impact.

RECOMMENDATION:

It is recommended that the City Commission approve the rezoning designation of this property from R-1A (Single family) to C-2A (Downtown Commercial) on first reading.

BACKGROUND/DISCUSSION:

The site currently consists of a single-family structure that has been converted for multi-family use and is located along Wisconsin Ave. adjacent to similar residential structures that have been converted to office uses. The owner would like to rezone the property to match the underlying land use designation. The application states:

“The requested rezoning is necessary to bring the property’s zoning category into compliance with the underlying land use. The structure is used as a multiunit rental, which is expressly provided for under the land use designation but prohibited under the existing zoning. In contrast, the use of the property as a single-family residential home is permitted by the existing zoning but is not permissible under the existing land use. By shifting the zoning designation one lot to the west, the inconsistency is resolved.”

ORDINANCE NO. 2022 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM R-1A, SINGLE FAMILY TO C-2A, DOWNTOWN COMMERCIAL ON PROPERTY LOCATED AT 210 WEST WISCONSIN AVENUE; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 210 West Wisconsin Avenue and more particularly described in the attached Exhibit “A”, is currently zoned as R-1A, Single Family, pursuant to City of DeLand’s Zoning Ordinances; and

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

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

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

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

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

See legal description attached hereto as Exhibit “A”

Tax Parcel Identification No. 700909000310

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

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

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

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

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

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

PASSED AND DULY ADOPTED this ____ day of _____, 2022.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading:
Adopted on second reading:

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

"EXHIBIT A"

LEGAL DESCRIPTION

7009-09-00-0310

East 17 feet of Lot 30, and all of Lot 31, Smock's Resubdivision of the West 482 feet of Block 9, Roger's DeLand Map in Map Book 4, Page 102, Public Records of Volusia County, Florida.

Contains .18 acres, more or less.

PLANNING DEPARTMENT STAFF REPORT TO THE CITY OF DELAND PLANNING BOARD

October 19, 2022

- A. APPLICATION NO.:** Z22-197, 210 W. Wisconsin Ave.
- APPLICANT:** Michael Woods, Cobb Cole
- REQUEST:** The applicant is requesting to amend the zoning
From: R-1A (Single family)
To: C-2A (Downtown Commercial)

APPLICABLE ORDINANCES:

Article XII

ADMINISTRATION AND ENFORCEMENT

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

Location: 210 W. Wisconsin Ave.

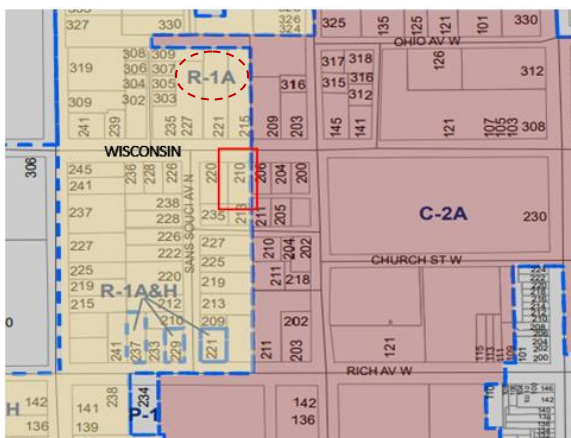
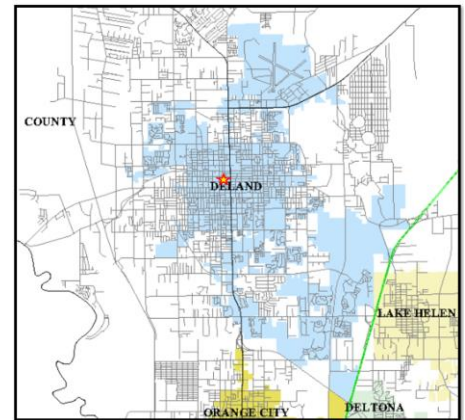
Parcel Size: 0.18 ± acres

Existing Use: Multi-family residential

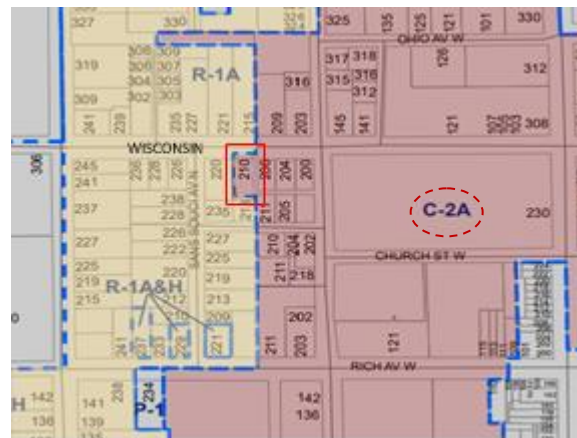
B. ANALYSIS:

The site currently consists of a single-family structure that has been converted for multi-family use and is located along Wisconsin Ave. adjacent to similar residential structures that have been converted to office uses. The owner would like to rezone the property to match the underlying land use designation.

The application states: *“The requested rezoning is necessary to bring the property’s zoning category into compliance with the underlying land use. The structure is used as a multiunit rental, which is expressly provided for under the land use designation but prohibited under the existing zoning. In contrast, the use of the property as a single-family residential home is permitted by the existing zoning but is not permissible under the existing land use. By shifting the zoning designation one lot to the west, the inconsistency is resolved.”*



Existing Zoning



Proposed Zoning

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 proposed zoning is in exact compliance with the underlying land use. it was the intent of the land use amendment to permit this zoning designation.

The existing zoning designations are described as follows:

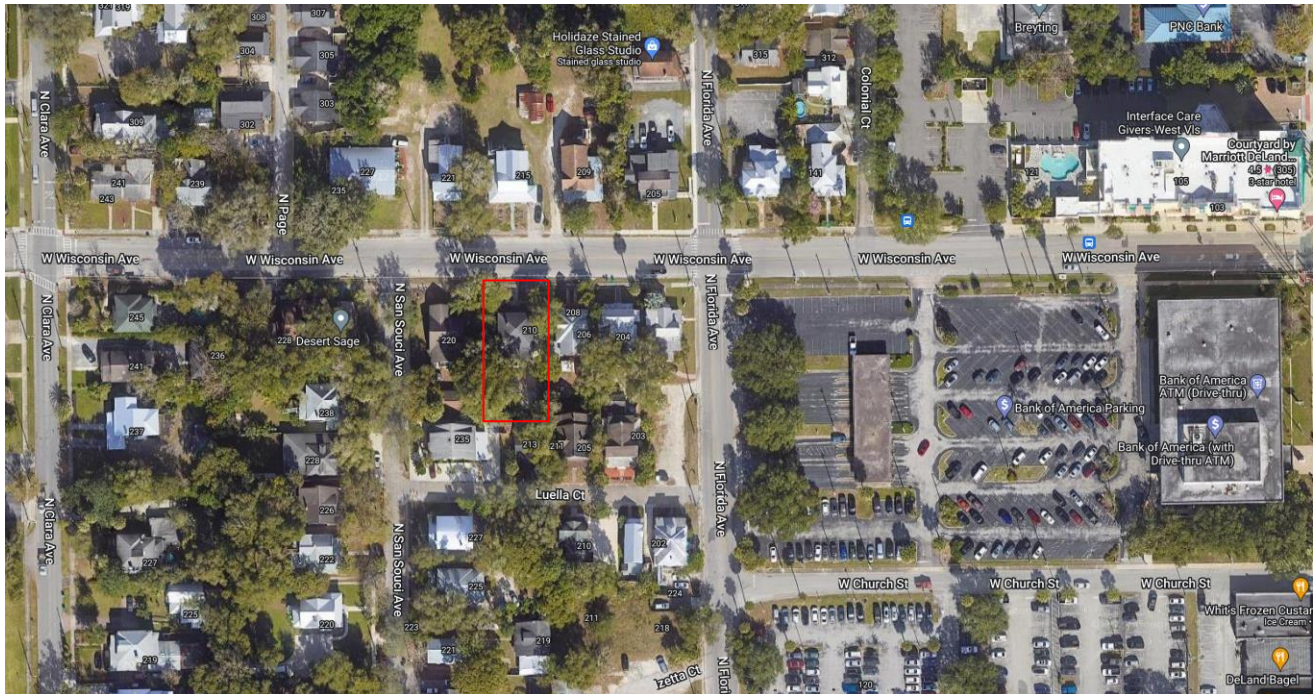
R-1A—Single-Family Dwelling District.

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

The proposed zoning designation is generally described as follows:

C-2A—Downtown Commercial District.

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



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

The property is located within the heart of the urban core and rezoning of the property will only amend the permitted uses of the property and not impact any environment or natural resources.

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

The property is currently listed as a triplex on the Volusia County Property Appraiser's website. The economy will only be impacted inasmuch as the number of permitted uses will increase and there will be more options available for use of the property.

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.

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

Originally, this core area was where DeLand began its development as a city. Much of the area surrounding the downtown was residential and as the city began to expand so did the commercial core and the Downtown Commercial land use designation was implemented to promote the development patterns outlined in the DeLand Redevelopment Plan (2005).

The current zoning designation permits single-family use, however, the land use permits multi-family residential but not single-family as a primary use. The underlying land use designation (Downtown Commercial) does not support the current zoning.



Properties to the east



Subject site



Property to the west

6. Was there a mistake in the original classification?

The city amended the land use designation of the core downtown area, but the underlying zoning designations were allowed to remain as they were without penalty even in circumstances where they did not comply. As property owners wish to rezone their properties to the C-2A designation it will bring them into compliance with the land use. The current land use designation permits only C-2A and PD zoning.



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

The proposed rezoning will eliminate a few uses that are currently allowed and it will (conditionally) permit several different uses currently not permitted with the residential zoning designation. There are a few uses currently permitted that will still be allowed. The change will allow a wide variety of commercial uses which are typically not present in residential areas, but which meet the intent of the established downtown land use designation. The Policy guidelines encourage a mix of uses to provide more diversity.

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. It was the intent of the administrative land use amendment to support the central business district and permit its expansion to areas where it would be compatible.

C. CONCLUSION:

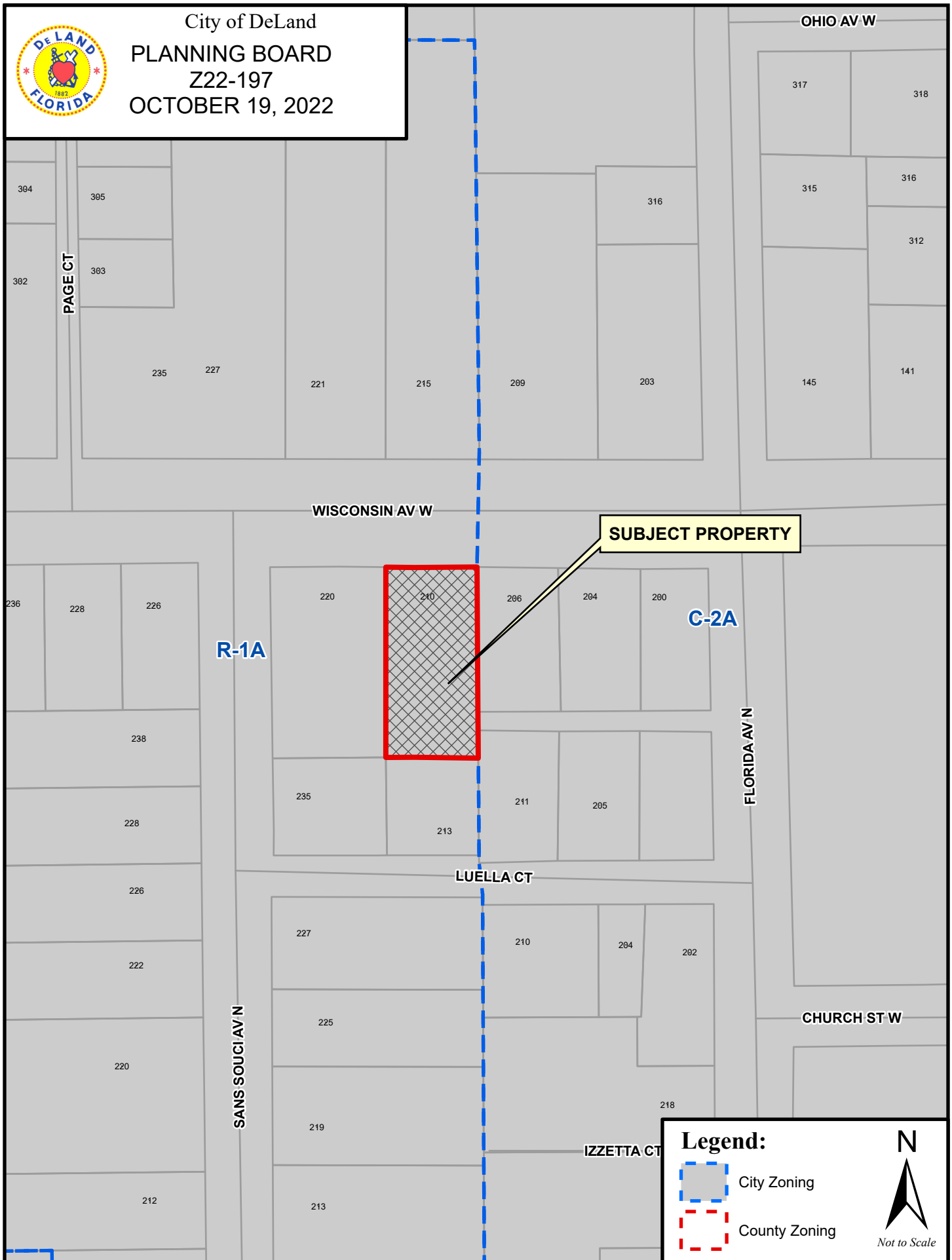
This rezoning request will constitute another non-compliant property coming into compliance with the underlying land use.

D. STAFF RECOMMENDATION:

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

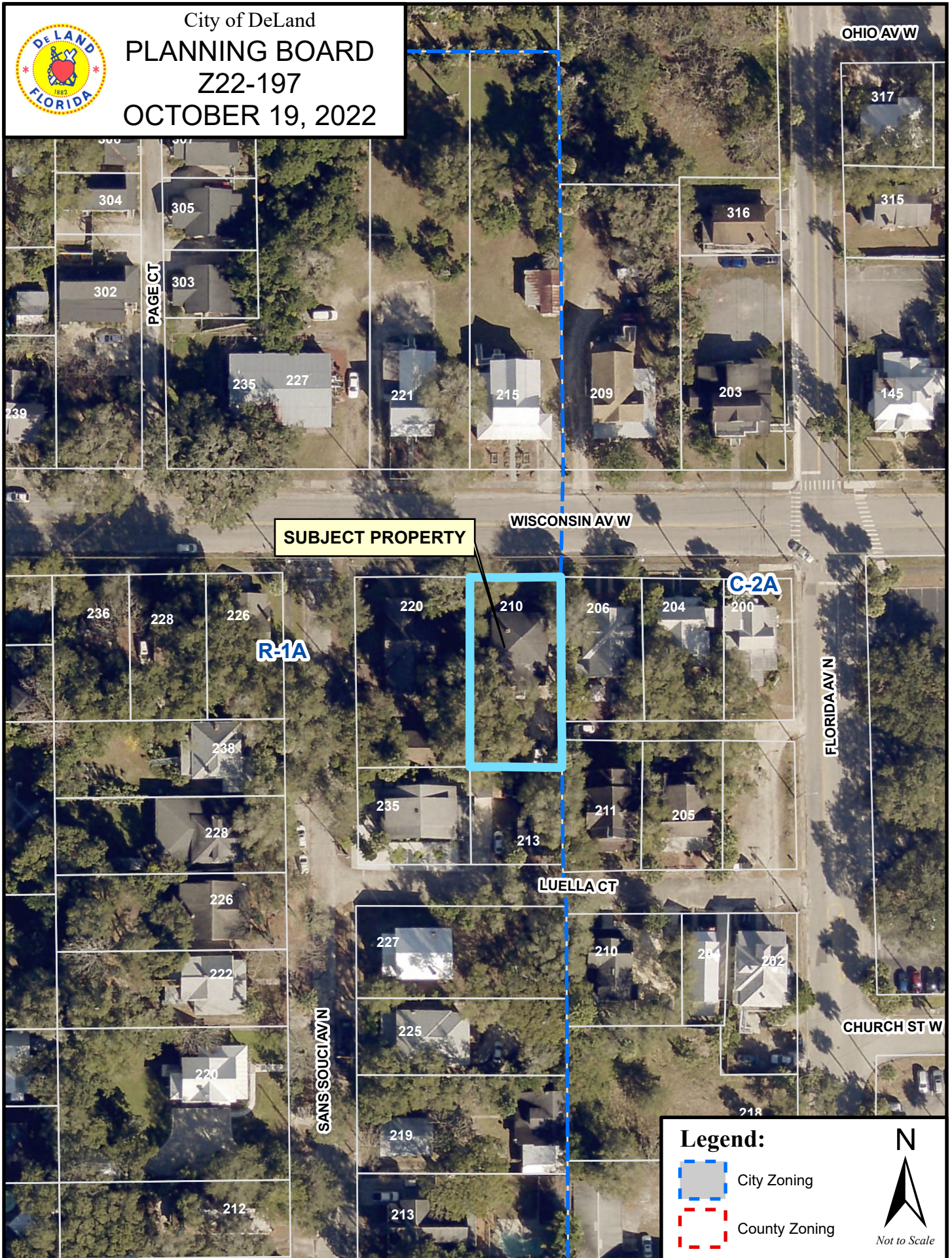


City of DeLand
PLANNING BOARD
Z22-197
OCTOBER 19, 2022





City of DeLand
PLANNING BOARD
Z22-197
OCTOBER 19, 2022



CITY OF DELAND
Request for Commission Action
November 21, 2022

SUBJECT: Resolutions Approving the Demolition of 601 Bert Fish Drive, 609 Bert Fish Drive, 611 Bert Fish Drive.

DEPARTMENT: Planning

PREPARED BY: Belinda Collins, Senior Planner

ATTACHMENTS: Resolution 601 Bert Fish, Resolution 609 Bert Fish, Resolution 611 Bert Fish, BD22-3131 Demo - 609-611 Bert Fish (Nov), 601 Bert Fish (app), 609 Bert Fish (app), 611 Bert Fish (app)

APPROVED BY: Michael Pleus, City Manager, November 18, 2022

SUMMARY/HIGHLIGHT:

This request is for approval to demolish 3 structures located at 601, 609, 611 Bert Fish Dr. The structures are owned by Stetson University. The structures are adjacent to each other and although they are located in the historic support district, none of the structures are contributing nor are they located within the Stetson Historic District. At their November 3, 2022 meeting, the Historic Preservation Board recommended denial of demolition of all three structures. Stetson University wishes to demolish these structures in order to clear the sites. These structures are not located within the historic portion of the Stetson Historic District and were brought before the Historic Preservation Board because they were constructed prior to 1950.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

None

SUSTAINABILITY:

This will result in the removal of 3 structures with no anticipated use of the property at the current time. The property will be subject to the underlying zoning regulations for lot and building requirements.

FISCAL IMPACT:

There are no fiscal impacts to the city for the demolition of the building.

RECOMMENDATION:

It was recommended by the Historic Preservation Board that the City Commission deny the demolition request.

BACKGROUND/DISCUSSION:

Stetson University wishes to demolish these structures in order to clear the sites. These structures are not located within the historic portion of the Stetson Historic District and were brought before the Historic Preservation Board because they were constructed prior to 1950. The properties were constructed as residential structures and were previously converted for educational/office purposes. They are currently vacant and not in

use. The HPB expressed particular concern about 601 Bert Fish Drive because it is one of the last remaining types of that architectural style and in general because there are no immediate plans for the use of the property.

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE DEMOLITION OF A BUILDING CONSTRUCTED
PRIOR TO 1950 AND LOCATED AT 601 BERT FISH DRIVE; PROVIDING
FOR SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Stetson University, submitted a building permit application for the demolition of a building built prior to 1950 and located at 601 Bert Fish Drive; and

WHEREAS, the structure is not historically significant and while it is located in the historic district, it is not considered a contributing structure; and

WHEREAS, the structure is not located within the historic portion of the Stetson Historic District, but it was constructed prior to 1950; and

WHEREAS, this application was reviewed by the Historic Preservation Board on November 3, 2022 in accordance with Section 33-35, which recommended that the City Commission deny the application for demolition.

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

Section 1. That the City Commission of the City of DeLand hereby authorizes the demolition of the building located at 601 Bert Fish Drive, which building was constructed prior to 1950.

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

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

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE DEMOLITION OF A BUILDING CONSTRUCTED
PRIOR TO 1950 AND LOCATED AT 609 BERT FISH DRIVE; PROVIDING
FOR SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Stetson University, submitted a building permit application for the demolition of a building built prior to 1950 and located at 609 Bert Fish Drive; and

WHEREAS, the structure is not historically significant and while it is located in the historic district, it is not considered a contributing structure; and

WHEREAS, the structure is not located within the historic portion of the Stetson Historic District, but it was constructed prior to 1950; and

WHEREAS, this application was reviewed by the Historic Preservation Board on November 3, 2022 in accordance with Section 33-35, which recommended that the City Commission deny the application for demolition.

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

Section 1. That the City Commission of the City of DeLand hereby authorizes the demolition of the building located at 609 Bert Fish Drive, which building was constructed prior to 1950.

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

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

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

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING THE DEMOLITION OF A BUILDING CONSTRUCTED
PRIOR TO 1950 AND LOCATED AT 611 BERT FISH DRIVE; PROVIDING
FOR SEVERABILITY; AND AN EFFECTIVE DATE.**

WHEREAS, the applicant, Stetson University, submitted a building permit application for the demolition of a building built prior to 1950 and located at 611 Bert Fish Drive; and

WHEREAS, the structure is not historically significant and while it is located in the historic district, it is not considered a contributing structure; and

WHEREAS, the structure is not located within the historic portion of the Stetson Historic District, but it was constructed prior to 1950; and

WHEREAS, this application was reviewed by the Historic Preservation Board on November 3, 2022 in accordance with Section 33-35, which recommended that the City Commission deny the application for demolition.

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

Section 1. That the City Commission of the City of DeLand hereby authorizes the demolition of the building located at 611 Bert Fish Drive, which building was constructed prior to 1950.

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

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

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

Christopher M. Cloudman
Mayor-Commissioner

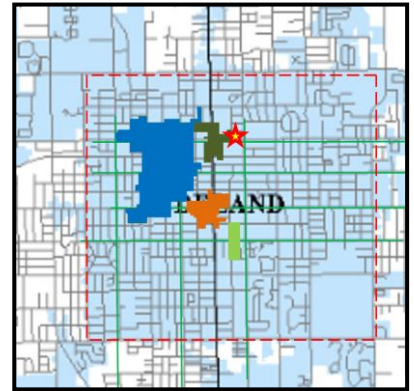
ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Staff Report
City of DeLand
HISTORIC PRESERVATION BOARD
November 3, 2022



Application #: BD22-3131

Applicant name: Wayne Allen, Applicant
Michele Courtier, Stetson University - Owner

Request: Applications state: “Stetson University is seeking to raze the structure(s) as it is vacant, not in use, and cannot be reasonable preserved by the University.”

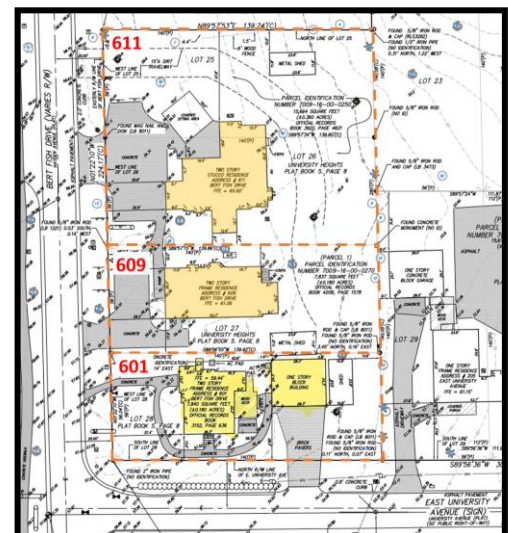
Factors:	601 Bert Fish	609 Bert Fish	611 Bert Fish
Historic district:	n/a	n/a	n/a
Year built:	c.1945/1928	c.1940	c.1927
Land use:	Educational	Educational	Educational
Zoning:	E-1 (Educational)	E-1 (Educational)	E-1 (Educational)
Existing use:	Private School/College 2,306 sq. ft. building .16 acre	Private School/College 1,996 sq. ft. building .16 acre	Private School/College 1,706 sq. ft. building .32 acre

Applicable regulations: 33-35.01. Demolition

Analysis

Stetson University wishes to demolish these structures to clear the sites. These structures are not located within the historic portion of the Stetson Historic District and are brought before the board due to their age. The properties were constructed as residential structures and have been converted for educational purposes to office use and are currently vacant and not in use.

Due to their ages, review by the HPB is required and the demolition will be heard by the City Commission for approval or denial. The original application included only the property at 601 Bert Fish, but since that time the applicant has requested demolition of the other properties as well.



HPB - November 3, 2022

611



609



601



West elevation



South elevation



South elevation - 2007



West elevation



View looking toward the Northwest

Conclusion:

The applicant has provided responses to the criteria that guide issuance of a demolition permit for each of the three structures. (*See attachments*)

These structures are not contributing buildings, neither are they located in a local historic district. The applicant anticipates no immediate use of the property but the assumption is that it will eventually use the properties for educational purposes to support the university. The City Commission will grant final approval of the demolition



Certificate of Appropriateness Application

Staff Use Only
APPLICATION NUMBER:
CA - ____ - ____

Please complete the application to the best of your knowledge, and if needed, attach a letter further explaining the request. Submit the completed form and any required materials to the City of DeLand Planning Department, Room 103, 120 South Florida Avenue, DeLand. Please include a check made payable to the City of DeLand in the amount of \$80.00.

Proposed Work:

New Construction	☐
Alteration	☐
Demolition (completed questionnaire required)	☒
Other: _____	☐

REASON FOR REQUEST: Demolition of Structure See page 6, item 1.g. of the attached.

BRIEF DESCRIPTION OF PROPOSED WORK: *(Provide photographs of existing façade and renderings of project, including materials and color.)* Stetson University is seeking to raze the structure as it is vacant, not in use, and cannot be reasonably preserved by the University. See pages 6 - 11 of the attached

PROPERTY INFORMATION:

SHORT PARCEL ID (12 DIGITS): 700916000280

ADDRESS OF PROPERTY: 601 Bert Fish Drive, DeLand, FL 32724

CROSS STREETS: East University Ave. AND Amelia Ave.

<u>APPLICANT/AGENT:</u>	
NAME:	F. Robert Huth, Jr, Executive Vice President and CFO
COMPANY:	Stetson University, Inc.
ADDRESS:	421 N. Woodland Blvd., Unit 8278
CITY, STATE, ZIP:	DeLand, FL 32723
TELEPHONE:	386-822-7015
FAX:	
EMAIL:	fhuth@stetson.edu

<u>OWNER (IF DIFFERENT FROM APPLICANT):</u>	
NAME:	
COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	
FAX:	
EMAIL:	

SIGNATURE OF APPLICANT: _____

 ERP/CFO 9/15/2022
STETSON UNIV.

SIGNATURE OF OWNER (IF DIFFERENT): _____

**Please attach a notarized Authorization of Owner and/or notarized power of attorney, if different from applicant.
 *If owner of the property is a corporation or company, a corporate resolution must be submitted with the application. An original resolution currently on file in the Planning Dept. that is less than 1 year old may be used. The resolution must state the name of the person(s) who have been resolved by the company as having authority to execute documents on behalf of the company. It must 1) be current; 2) state a termination date; 3) be signed and certified by the secretary; 4) be embossed with the corporate seal; and 5) be an original document.
 For every person doing business under a fictitious name, an Affidavit of Publication must be submitted.

CERTIFICATE OF APPROPRIATENESS CRITERIA:

(Reference Sections 33-34 & 33-35 of the Land Development Regulations for more information.)

The applicant shall confer with a Planner concerning the nature of the proposed action and requirements relating to it. The applicant shall be advised of the nature and detail of the plans, designs, photographs, reports or other exhibits required to be submitted with the application. Such advice shall not preclude the Historic Preservation Board or the City Commission from requiring additional materials prior to making their determination in the case.

33-34.03. *Certificates of appropriateness.*

(a) *When required.*

1. A Certificate of Appropriateness shall be required for any of the following activities on properties within designated Historic Districts and individually designated historic properties:
 - a. Any material change or alteration in the exterior appearance of existing buildings objects or structures (includes signs).
 - b. The movement or relocation of any building object, or structure.
 - c. Any new construction of principal or accessory buildings or structures.
 - d. Disturbance of an archaeological site.
 - e. Division of a tract or parcel of land into two or more lots.
2. Demolition of a building, structure, or portion thereof constructed prior to 1950, requires the issuance of a Certificate of Appropriateness before demolition can take place.
3. Upon designation of a Historic District or individual historic property the designating ordinance shall prescribe those architectural features considered significant to the district or property and the types of regulated work items other than those requiring a city permit, which should be reviewed for appropriateness.
4. For each of the regulated work items listed in the designating ordinance, the following applies:
 - a. *Ordinary maintenance.* If the work constitutes "ordinary maintenance" as defined in Section 33 12, the work may be done without a Certificate of Appropriateness.
 - b. *Staff approval.* If the work is not "ordinary maintenance," but will result in the "original appearance" as defined in Section 33-12., including color and defining architectural details, the Certificate of Appropriateness may be issued by the planning director with consultation by the historic resource coordinator.
 - c. *Board approval.* If the work is not "ordinary maintenance" and will not result in the "original appearance," a Certificate of Appropriateness must be obtained from the historic preservation board before the work may be done.

NOTE: The application will be reviewed by the Historic Preservation Board. The Historic Preservation Board meets the 1st Thursday of the month in the City Commission Chambers, 120 S. Florida Ave. Deadline for submittal is 10 days prior to the meeting. Incomplete applications will not be accepted.

THE FILING OF THIS APPLICATION WITH THE CITY OF DELAND AUTHORIZES EMPLOYEES, AGENTS, AND REPRESENTATIVES OF THE CITY TO ENTER AND INSPECT THE SUBJECT PREMISES, INCLUDING LAND AND STRUCTURES, TO EVALUATE EXISTING AND PROPOSED CONIDITIONS AS THEY RELATE TO THE SUBMITTED APPLICATION.

Staff Use Only

Complete Application Received By & Date: _____

Scheduled HPB Meeting Date: _____

Payment Received: Check Amount: \$ _____ Date Paid: _____

RESOLUTION

Of

The Board of Trustees, Stetson University, Inc.

The Board of Trustees of Stetson University, Inc., in duly scheduled meeting of the board on May 11, 2012, hereby adopts the following resolution (the "Resolution").

Recital:

- A. It is advisable for Stetson University, Inc. (the "University") to have established policies regarding those officers of the University who are authorized to execute contract documents and other instruments on the University's behalf.

Therefore, it is resolved that:

1. The President, the Provost, the Chief Finance Officer, and the Associate Vice President for Finance (the "Authorized Officers") are each authorized and empowered to execute contract documents on behalf of the University and to secure the transfer to the name of the University, or sell or transfer by the University, all stocks, bonds, securities, deeds, contracts, and all other documents standing in the name of the University.
2. Any contract document or other instrument that commits the University to any payment, debt, or other obligation in excess of \$100,000 shall be executed by any two of the Authorized Officers.
3. Each of the Authorized Officers may, in his or her prudent judgment, delegate his or her authority granted by this Resolution to another officer, employee, or agent of the University, but only for a contract document or other instrument that commits the University to a payment, debt, or other obligation that is less than \$50,000.
4. The Certificate of Incumbency dated July 18, 2011 and all other certificates and resolutions inconsistent with this Resolution are hereby repealed.

CERTIFICATE

The undersigned certify that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Trustees of Stetson University, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 11th day of May 2012, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this 11th day of May 2012:


Jill K. Jinks, Corporate Secretary



Harlan L. Paul, Chair of the Board of Trustees

DEMOLITION QUESTIONNAIRE

No demolition permit affecting a building or structure in a designated Historic District, a designated historic building or structure, or a building or structure constructed prior to 1950 shall be issued until the applicant has demonstrated that no other feasible alternative to demolition can be found.

1. Issuance of demolition permit shall be guided by the following factors:

a. The historic or architectural significance of the building, structure, or object;

The building at 601 Bert Fish Drive had the addresses of 601 North Hayden Avenue and 201 East University Avenue at different times during the historic period. It is located in lot 28 of University Heights Subdivision, which was platted and recorded in the office of the Volusia County Clerk of Court in 1914. The Owasco Realty Company served as the developer of the University Heights Subdivision. The company's officers were George B. French, Charles G. Hayden, and L.F. Sperry of Auburn, NY, a small town at the north end of Lake Owasco in upstate New York. Hayden served as the president of the realty company. In the original plat, the developers named three streets for their surnames: French Avenue, Hayden Avenue, and Sperry Avenue. In 1993, the City of DeLand in collaboration with Stetson University renamed French Avenue and Hayden Avenue as Bert Fish Drive to honor one of DeLand's most prominent law alumni, public servants, and philanthropists – Bert Fish. Earlier, the municipal government had renamed Sperry Avenue as Florence Avenue to align with a street by that name farther west – and thereby eliminating the named heritage of the New York developers in the subdivision. The one-and-one-half story wood-frame Colonial Revival Cape Cod style building was constructed about 1927 as a private residence, which was acquired in 1988 for \$107,500 by Stetson University. Since 1988, the University has adapted and used the building for various administrative office spaces, most recently as a counseling center.

The building faces west and contains approximately 1,625 square feet of interior floor space. The building displays a steeply-pitched gable roof surfaced with asphalt shingles and accented with flared eaves on the south elevation. On the front (west) façade and rear (east) elevation, narrow closed eaves with raking moldings are held close to the exterior walls, which are finished with wood shingles. Large shed-roof dormers project from the north and south elevations of the roof. An offset main entrance along the front elevation on Bert Fish Drive contrasts with a secondary centered entrance facing south on University Avenue. The offset west main entrance is accented by a slightly projecting gable extension and a door surround consisting of a molded broken pediment with an urn, simple cornice, and pilasters. A large buff brick corbeled chimney rises along the front elevation. Fenestration includes wood eight-over-eight-light, six-over-six-light, six-over-one-light, and two-over-two-light double-hung sash windows and a fixed one-light window. Most windows are set in rectangular frames, with the exception of a six-over-one-light double-hung-sash window on the north dormer with its upper sash set in an arched frame. Reminiscent of a full Cape design, the south elevation is symmetrical with a central entrance flanked by pairs of eight-over-eight-light windows on the first story and six-over-six-light windows in the dormer of the half-story, finished with the distinctive flared eaves. The north elevation displays irregular fenestration and forms, including a projecting first-story rectangular bay incised within the eaves. At the northeast corner projects a full-height gable-roof extension complete with a narrow jetty on the east elevation and a jettied shed-roof bay on the north elevation, reminiscent of the Garrison-style variant of

the Colonial Revival style. A deck extends across the east elevation, where a third entrance provides access into the building – and appears to be a modern entrance cut from an original window. A continuous red brick foundation supports the building. A historic-period outbuilding and two modern sheds are located at the rear of the property. The building is in poor condition and in need of a professional condition assessment survey, which would reveal, in part, the need for a new roof, electrical upgrade, exterior wood shingle repair/replacement, painting, window repair or replacement, termite tenting, and potentially wood structural repairs and window repairs and replacements – none of which the University has prioritized for its capital needs.

Research on historic-period owners and occupants of the dwelling reveals a transition of early residents including the first owners, L.C. and E.D. Bunnell, followed by J.J. and Ola Crume and John C. Otgen and members of the Otgen family. L.C. and E.D. Bunnell were the initial owners of the dwelling, which was built about 1927. In 1927 and 1928, L.C. Bunnell participated in city-wide campaigns to support physical education and the DeLand YMCA. By 1928, the Bunnells could not pay the property taxes and the property was sold for taxes. By early 1930, J.J. and Ola Crume resided in the home. A native of Kentucky, J.J. Crume worked in sales for DeLand's Sewell Realty and Development Company during the Florida Land Boom of the 1920s. In the early-1930s, he established the Crume Motor Company, initially selling Hudson and Essex automobiles from the Conrad Buildings in Downtown DeLand, followed by selling Chrysler automobiles from a commercial building at 528 South Woodland Boulevard. In the 1930s, Crume participated in local marketing schemes to bring automobile racing pioneers and legends Malcolm Campbell and Barney Oldfield to DeLand for safe driving campaigns and to promote racing and tourism in Volusia County.

In 1935, Crume conveyed the property to John Charles Otgen of Brooklyn, NY. Born in 1896, J.C. Otgen was raised by his parents, Gustave A. and Julia W. Otgen, nee Bischoff. Gustave and Julia's parents had immigrated from Germany to Charleston, South Carolina in the 1840s. Gustave and Julia married in 1885, and after which they relocated to Brooklyn, NY. Gustave Otgen was a druggist, and he and his family lived in a fashionable address in the Park Slope neighborhood near Brooklyn's Prospect Park. Gustave passed on his training in business, chemistry, and the pharmacy trade and his passion for German culture to his sons, especially Albert G. Otgen who served as president of the Austro-German Association. Their sons worked in Manhattan's financial district: in 1920, Albert established the Albert G. Otgen & Company, a stockbroker agency, and J.C. Otgen worked for the New York Quebracho Extract Company, an American international company referencing a South American wood product using in tanning and dyeing materials. After Gustave's death in 1921, Julia and her sons moved to an apartment on Brooklyn Avenue in the Flatlands neighborhood.

By October 1935, J.C. Otgen, along with his widowed mother and brother Frank B. Otgen, had moved to DeLand and resided at 601 Hayden Avenue. Later that year, the Otgens incorporated the Kayda-Cium Company of DeLand for the purposes of developing and selling pharmaceutical products. In 1937, they filed a patent with the US Patent Office for a product named Kayda-Cium associated with an alkaline powder preparation - an antacid powder - and claimed its use dating to December 16, 1935. The patent medicine consisted of carbonate, sodium bicarbonate, magnesium oxide, diatase of malt, and peppermint oil. It remains unclear the extent to which the Otgens marketed their product. Local city directories and newspapers and national newspapers did not carry advertisements for Kayda-Cium, and without effective marketing the Otgens' product failed to compete in the pharmaceutical marketplace. A few vintage samples of Kayda-Cium are available for purchase online. During World War II, the

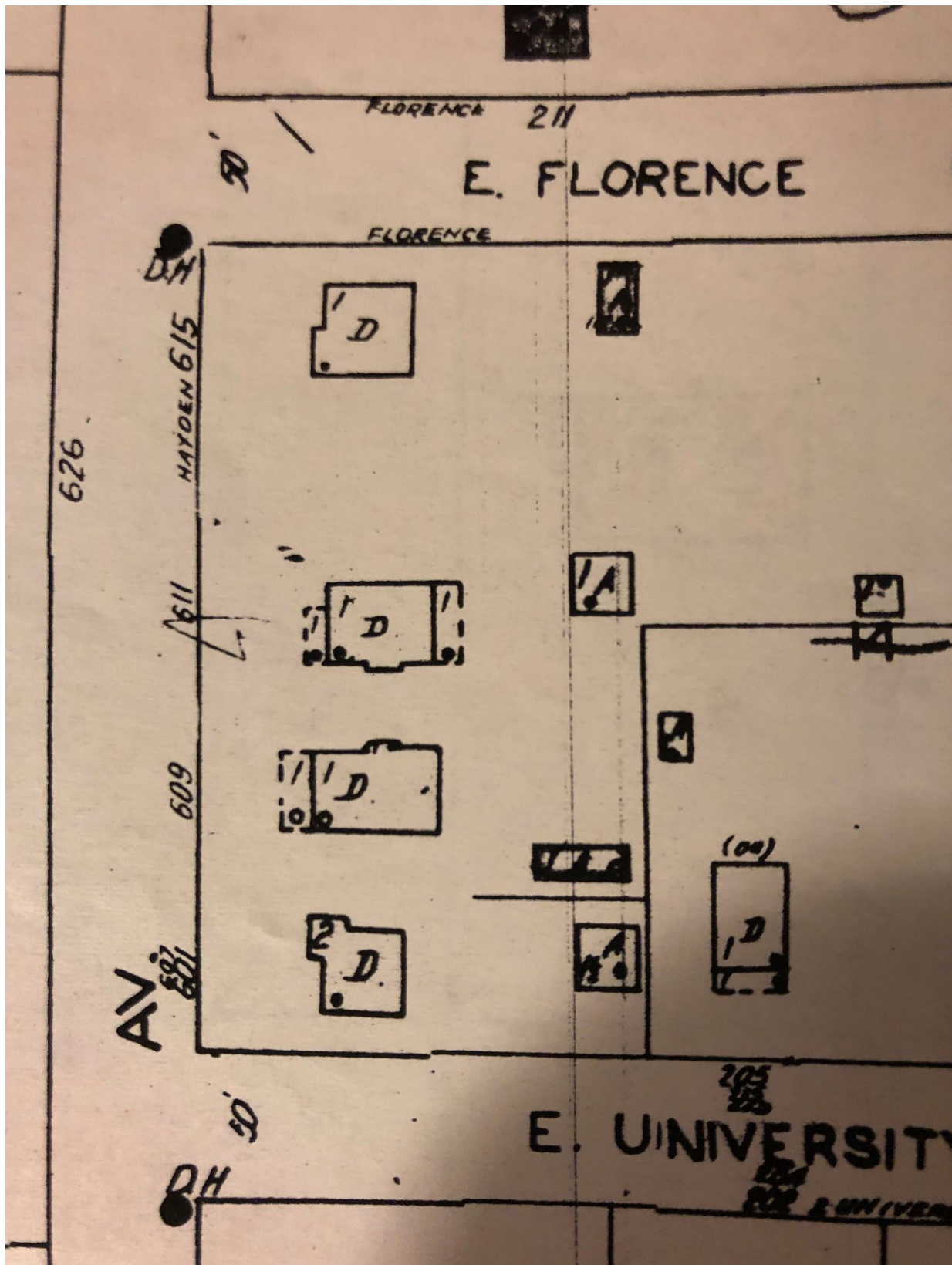
municipal government installed air raid sirens throughout the city, including a siren operated by John C. Otgen at the corner of Hayden (Bert Fish) and Florence Avenues. In April 1950, the US Census Bureau listed Albert, G. Frank, B, and John C. Otgen, along with their mother, Julia W. Otgen, as residing in the dwelling, then addressed as 201 East University Avenue. The census bureau listed the brothers as officers in a pharmaceutical company: Frank as president, John C. as secretary, and Albert as the advertiser. In July 1950, the Otgens voluntarily dissolved the Kayda-Cium Company, and Julia W. Otgen died in 1954. John and Albert Otgen resided in the home in 1956, but the residence was vacant in 1957. In 1958, George and Barbara Sexton resided in the home, which continued to be listed at 201 East University Avenue. Barbara Sexton engaged in the professional and social affairs of the city, serving as president of the Orange City Garden Club and on the executive board of the local American Association of University Women, for which she occasionally held meetings in her home. The dwelling was vacant in 1959 and 1960. Subsequent occupants included Raymond E. Carlson, David C. Hotary, and architect Dean B. Ellis.

The building does not appear to possess sufficient historical significance for listing individually in the National Register of Historic Places or in the Local Register of Historic Places. The building served administrative offices purposes at Stetson for nearly 35 years (1988-2021), and it has outlived its useful institutional purpose. The building is currently vacant and not in use. The University has completed an asbestos survey and remediation, a rodent inspection and letter have been completed, and services have been cut.

In addition, A one-story wood-frame outbuilding (601-A Bert Fish Drive) stands to the east of the main building at 601 Bert Fish Drive. The outbuilding has a shallow-pitched gable roof surfaced with 3-V crimped metal panels, walls finished with wood shingles, replacement metal sash windows, and an entrance at the west elevation. A poured concrete slab supports the outbuilding.

The Volusia County Property Appraiser estimates the construction date of the outbuilding as 1945. An online review of 1951 (CZC-4H-58) and 1973 (2127-173-69) aerials cannot confirm its development by then, due to dense tree cover in the neighborhood. However, Sanborn Company maps suggest a later date of construction, e.g., c. 1970. Sanborn Company maps prepared in 1950 and 1965 do not show the current 1-story outbuilding. Instead, both maps depict a 1½-story outbuilding, which according to the maps served as an apartment building that was demolished prior to the construction of the current outbuilding. The use of the current outbuilding appears to be residential, but it may have served another undocumented purpose.

The building does not appear to possess sufficient architectural or historical significance for listing individually in the National Register of Historic Places or in the Local Register of Historic Places. The building served administrative offices purposes at Stetson for nearly 35 years (1988-2021), and it has outlived its useful institutional purpose. The building is currently vacant and not in use. The University has completed an asbestos survey and remediation, a rodent inspection and letter have been completed, and services have been cut.



1965 Sanborn Company Map



b. The importance of the building, structure, or object to the ambiance of a district;

The building does not contribute either to a formally-recognized historic district or a potential historic district.

c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;

The building does not display design features or textures, materials, or details that would be difficult or impossible to reproduce.

d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region; examples of its kind in the neighborhood, the county, or the region;

The building is one of the last remaining examples of a 1920s Cape Cod variant of the Colonial Revival style in DeLand.

e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;

Stetson University has no immediate plans to reuse the property and currently intends the lot on which the building stands as an informal green space.

f. Whether reasonable measures can be taken to save the building, structure, or object from collapse;

The building is not in danger of collapse.

g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.

The building no longer serves its useful purpose, and Stetson does not intend to invest additional resources in the building. Since 2000, Stetson has invested nearly \$30,000 in the building to accommodate staff offices. The completion of recent significant capital projects now accommodates those staff members and compel the University to remove the aging, inefficient building. As a nonprofit institution, Stetson does not assess buildings and facilities as to their capacity to earn a reasonable economic return of their value. Instead, Stetson strives to provide its students, faculty, and staff with efficient, functional, modern and well-designed buildings to serve a specific function, and the University also preserves, restores, adapts, and upgrades its historic buildings assessed as possessing architectural and historical significance.

The questions below will be considered when reviewing a request to demolish a historic structure:

1. Provide a written description and/or graphic display of the building and/or portions of the building to be demolished.

The entire building will be demolished.

2. Are there definite plans for reuse of the property if the proposed demolition is carried out? If so please provide a rendering of proposed structure.

Stetson University has no immediate definite plans to reuse the property and intends the lot on which the building stands as an informal green space.

3. What is the effect of those plans on the character of the surrounding properties?

The informal green space will have no adverse effect on the surrounding properties.

4. Can the building be reasonably saved?

The building is vacant, not in use, and cannot be reasonably preserved by Stetson. Since 1988, the building has not served the function for which it was constructed (dwelling), and recent significant capital projects now provide staff with modern and efficient offices, so the building no longer serves the function for which it was acquired by the University. The building is vacant and not in use.

5. Is the existing building capable of earning reasonable economic return on its value?

As a nonprofit institution, Stetson does not assess buildings and facilities as to their capacity to earn a reasonable economic return on their value. Instead, the University preserves, restores, and renovates its historic buildings that possess architectural and historical significance to meet modern code and ADA requirements.

6. Provide means of demolition and the estimated start and completion date.

The estimated cost of demolition is \$15,000 with the project anticipated for December 2022.



601 Bert Fish Drive, front (west) façade, facing east



601 Bert Fish Drive, front (west) façade and south elevation, facing northeast



601 Bert Fish Drive, south elevation, facing north



601 Bert Fish Drive, south and east (rear) elevations, facing northwest



601 Bert Fish Drive, detail of front (west) entrance, facing east

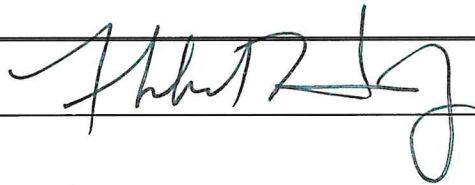


601 Bert Fish Drive, north elevation, facing south

<u>APPLICANT/AGENT:</u>	
NAME:	F. Robert Huth, Jr, Executive Vice President and CFO
COMPANY:	Stetson University, Inc.
ADDRESS:	421 N. Woodland Blvd., Unit 8278
CITY, STATE, ZIP:	DeLand, FL 32723
TELEPHONE:	386-822-7015
FAX:	
EMAIL:	fhuth@stetson.edu

<u>OWNER (IF DIFFERENT FROM APPLICANT):</u>	
NAME:	
COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	
FAX:	
EMAIL:	

SIGNATURE OF APPLICANT: _____

 EVP/CFO 9/15/2022
STETSON

SIGNATURE OF OWNER (IF DIFFERENT): _____

**Please attach a notarized Authorization of Owner and/or notarized power of attorney, if different from applicant.
 *If owner of the property is a corporation or company, a corporate resolution must be submitted with the application. An original resolution currently on file in the Planning Dept. that is less than 1 year old may be used. The resolution must state the name of the person(s) who have been resolved by the company as having authority to execute documents on behalf of the company. It must 1) be current; 2) state a termination date; 3) be signed and certified by the secretary; 4) be embossed with the corporate seal; and 5) be an original document.
 For every person doing business under a fictitious name, an Affidavit of Publication must be submitted.

CERTIFICATE OF APPROPRIATENESS CRITERIA:

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The applicant shall confer with a Planner concerning the nature of the proposed action and requirements relating to it. The applicant shall be advised of the nature and detail of the plans, designs, photographs, reports or other exhibits required to be submitted with the application. Such advice shall not preclude the Historic Preservation Board or the City Commission from requiring additional materials prior to making their determination in the case.

33-34.03. *Certificates of appropriateness.*

(a) *When required.*

1. A Certificate of Appropriateness shall be required for any of the following activities on properties within designated Historic Districts and individually designated historic properties:
 - a. Any material change or alteration in the exterior appearance of existing buildings objects or structures (includes signs).
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 - c. Any new construction of principal or accessory buildings or structures.
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 - e. Division of a tract or parcel of land into two or more lots.
2. Demolition of a building, structure, or portion thereof constructed prior to 1950, requires the issuance of a Certificate of Appropriateness before demolition can take place.
3. Upon designation of a Historic District or individual historic property the designating ordinance shall prescribe those architectural features considered significant to the district or property and the types of regulated work items other than those requiring a city permit, which should be reviewed for appropriateness.
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 - a. *Ordinary maintenance.* If the work constitutes "ordinary maintenance" as defined in Section 33 12, the work may be done without a Certificate of Appropriateness.
 - b. *Staff approval.* If the work is not "ordinary maintenance," but will result in the "original appearance" as defined in Section 33-12., including color and defining architectural details, the Certificate of Appropriateness may be issued by the planning director with consultation by the historic resource coordinator.
 - c. *Board approval.* If the work is not "ordinary maintenance" and will not result in the "original appearance," a Certificate of Appropriateness must be obtained from the historic preservation board before the work may be done.

NOTE: The application will be reviewed by the Historic Preservation Board. The Historic Preservation Board meets the 1st Thursday of the month in the City Commission Chambers, 120 S. Florida Ave. Deadline for submittal is 10 days prior to the meeting. Incomplete applications will not be accepted.

THE FILING OF THIS APPLICATION WITH THE CITY OF DELAND AUTHORIZES EMPLOYEES, AGENTS, AND REPRESENTATIVES OF THE CITY TO ENTER AND INSPECT THE SUBJECT PREMISES, INCLUDING LAND AND STRUCTURES, TO EVALUATE EXISTING AND PROPOSED CONIDITIONS AS THEY RELATE TO THE SUBMITTED APPLICATION.

Staff Use Only

Complete Application Received By & Date: _____

Scheduled HPB Meeting Date: _____

Payment Received: Check Amount: \$_____ Date Paid: _____

RESOLUTION

Of

The Board of Trustees, Stetson University, Inc.

The Board of Trustees of Stetson University, Inc., in duly scheduled meeting of the board on May 11, 2012, hereby adopts the following resolution (the "Resolution").

Recital:

- A. It is advisable for Stetson University, Inc. (the "University") to have established policies regarding those officers of the University who are authorized to execute contract documents and other instruments on the University's behalf.

Therefore, it is resolved that:

1. The President, the Provost, the Chief Finance Officer, and the Associate Vice President for Finance (the "Authorized Officers") are each authorized and empowered to execute contract documents on behalf of the University and to secure the transfer to the name of the University, or sell or transfer by the University, all stocks, bonds, securities, deeds, contracts, and all other documents standing in the name of the University.
2. Any contract document or other instrument that commits the University to any payment, debt, or other obligation in excess of \$100,000 shall be executed by any two of the Authorized Officers.
3. Each of the Authorized Officers may, in his or her prudent judgment, delegate his or her authority granted by this Resolution to another officer, employee, or agent of the University, but only for a contract document or other instrument that commits the University to a payment, debt, or other obligation that is less than \$50,000.
4. The Certificate of Incumbency dated July 18, 2011 and all other certificates and resolutions inconsistent with this Resolution are hereby repealed.

CERTIFICATE

The undersigned certify that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Trustees of Stetson University, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 11th day of May 2012, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this 11th day of May 2012:



Jill K. Jinks, Corporate Secretary



Harlan L. Paul, Chair of the Board of Trustees

DEMOLITION QUESTIONNAIRE

No demolition permit affecting a building or structure in a designated Historic District, a designated historic building or structure, or a building or structure constructed prior to 1950 shall be issued until the applicant has demonstrated that no other feasible alternative to demolition can be found.

1. Issuance of demolition permit shall be guided by the following factors:

a. The historic or architectural significance of the building, structure, or object;

The building at 609 Bert Fish Drive historically had the address of 609 North Hayden Avenue. It is located in lot 27 of University Heights Subdivision, which was platted and recorded in the office of the Volusia County Clerk of Court in 1914. The Owasco Realty Company served as the developer of the University Heights Subdivision. The company's officers were George B. French, Charles G. Hayden, and L.F. Sperry of Auburn, New York, a small town at the north end of Lake Owasco in upstate New York. Hayden served as the president of the realty company. In the original plat, the developers named three streets for their surnames: French Avenue, Hayden Avenue, and Sperry Avenue. In 1993, the City of DeLand in collaboration with Stetson University renamed French Avenue and Hayden Avenue as Bert Fish Drive to honor one of DeLand's most prominent law alumni, public servants, and philanthropists – Bert Fish. Earlier, the municipal government had renamed Sperry Avenue as Florence Avenue to align with a street by that name farther west – and thereby eliminating the named heritage of the New York developers. The one-and-one-half story wood-frame Bungalow-style building was constructed about 1927 as a private residence, which was acquired in 1997 for \$55,000 by Stetson University, which since then has adapted and used the building for administrative office spaces.

The building faces west and contains approximately 1,600 square feet of interior floor space. The building displays a front-facing gable roof surfaced with asphalt shingles. Wood brackets are mounted under the eaves, and a gable dormer projects from the north elevation of the roof. Incised within the main body of the building, an end porch displays tapered brick piers, stem walls finished with textured stucco, and a central gable pediment that protects the central entrance onto the porch. The porch is enclosed with plywood and screen. Fenestration includes nine-over-nine-light and one-over-one-light double-hung sash windows and ten-light, eight-light, six-light and three-light casement windows. A brick chimney rises along the north elevation and a second brick chimney pierces the center of the roof ridge. The chimneys and brick systems appear to be built with a hard-fired clay tapestry red bricks, which are painted a buff or cream color to match the walls of the house. A polygonal bay with a shed roof centered under the gable dormer projects at the north elevation. A porch with a shed roof and enclosed with plywood and metal awning windows projects at the rear, or east, elevation. The walls are finished with textured stucco, and a handicap ramp extends across the front façade to provide access onto the front porch. The building is in poor condition and in need of a professional condition assessment survey, which would reveal, in part, the need for a new roof, electrical upgrade, termite tenting, and potentially wood structural repairs and window repairs and replacements – none of which the University has prioritized for its capital needs.

Research on historic-period owners and occupants of the dwelling reveals a transition of early residents including the first owners, E.W. and Catherine Ames, followed by Moses A. and Fannie Berman and

Charles F. and Dessa Parish, as well as periods of vacancy. The dwelling was completed about 1927 for E.W. and Catherine Ames. E.W. Ames died the following year, and into the early-1930s Catherine Ames engaged in the social life of DeLand, helping to organize events at the DeLand County Club and DeLand Tourist Club and engaging in musical events in Winter Park. By 1933, Catherine Ames had married Rollin Baker, president of the American Building Supplies Company, and they lived in Daytona Beach.

In 1932, Moses A. and Fannie Berman arrived in DeLand, soon after they married in Atlanta, GA, and moved into the dwelling at 609 Bert Fish Drive. For nearly 20 years, Moses Berman operated the Frances Shoppe, a women's clothing store in downtown DeLand, which he named after his wife, Fannie Glaser Berman. Fannie immigrated to the United States from Austria with her parents in 1906. Her father, Jacob Glaser, became a prominent grocer in South Bend, Indiana. After closing the women's apparel store, Moses Berman began working as the advertising manager of the *DeLand Sun News*. Socially engaged, he served as president of the DeLand Kiwanis Club and was a member of the DeLand Jewish Center and DeLand Shriners Club. By 1939, the Bermans had moved from 609 Bert Fish Drive to a home elsewhere in DeLand, and Charles F. and Dessa Parish occupied the dwelling for several years, which was vacant in 1941.

In 1945, Frances A. Larimore, a teacher at Boston Avenue School, purchased the property. Soon, her parents Charles Wesley and Idella L. Larimore retired from their Arkansas farm and moved to DeLand to live with Frances. Later, her sister, Della May Larimore, also moved to DeLand to live with her family. Della worked briefly in the Stetson University library, as well as engaged in meetings of the DeLand Chapter of the American Association of University Women, Ladies Auxiliary of Fish Memorial Hospital, and First United Methodist Church. Frances Larimore regularly entertained in her home, including meetings of the Amelia Leete Circle and Wesleyan Circle of the Methodist Church. In 1997, after retiring from public school teaching, Frances Larimore sold the property to Stetson University for \$55,000. Since then, the University has used the building to house a variety of offices including Career Services and the Center for Community Engagement. Both offices are now housed in more modern buildings.

The building does not possess sufficient historic or architectural significance for listing individually in the National Register of Historic Places or in the Local Register of Historic Places. The building served administrative offices purposes at Stetson for nearly 25 years (1997-2021), and it has outlived its useful institutional purpose. The building is currently vacant and not in use. The University has completed an asbestos survey and remediation, a rodent inspection and letter have been completed, and services have been cut.

b. The importance of the building, structure, or object to the ambiance of a district;

The building does not contribute either to a formally-recognized historic district or a potential historic district.

c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;

The building does not display design features or textures, materials, or details that would be difficult or impossible to reproduce.

d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region; examples of its kind in the neighborhood, the county, or the region;

The building is not one of the last remaining examples of the Bungalow style in DeLand.

e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and the effect of those plans on the character of the surrounding properties;

Stetson University has no immediate plans to reuse the property and currently intends the lot on which the building stands as an informal green space.

f. Whether reasonable measures can be taken to save the building, structure, or object from collapse;

The building is not in danger of collapse.

g. Whether the building, structure, or object is capable of earning reasonable economic return on its value.

The building no longer serves its useful purpose, and Stetson does not intend to invest additional resources in the building. Since 2000, Stetson has invested nearly \$60,000 in the building to accommodate staff offices. The completion of recent significant capital projects now accommodates those staff members and compel the University to remove the aging, inefficient building. As a nonprofit institution, Stetson does not assess buildings and facilities as to their capacity to earn a reasonable economic return of their value. Instead, Stetson strives to provide its students, faculty, and staff with efficient, functional, modern and well-designed buildings to serve a specific function, and the University also preserves, restores, adapts, and upgrades its historic buildings assessed as possessing architectural and historical significance.

The questions below will be considered when reviewing a request to demolish a historic structure:

1. Provide a written description and/or graphic display of the building and/or portions of the building to be demolished.

The entire building will be demolished.

2. Are there definite plans for reuse of the property if the proposed demolition is carried out? If so please provide a rendering of proposed structure.

Stetson University has no immediate definite plans to reuse the property and intends the lot on which the building stands as an informal green space.

3. What is the effect of those plans on the character of the surrounding properties?

The informal green space will have no adverse effect on the surrounding properties.

4. Can the building be reasonably saved?

The building is vacant, not in use, and cannot be reasonably preserved by Stetson. Since 1997, the building has not served the function for which it was constructed (dwelling), and recent significant capital projects now provide staff with modern and efficient offices, so the building no longer serves the function for which it was acquired by the University. The building is vacant and not in use.

5. Is the existing building capable of earning reasonable economic return on its value?

As a nonprofit institution, Stetson does not assess buildings and facilities as to their capacity to earn a reasonable economic return on their value. Instead, the University preserves, restores, and renovates its historic buildings that possess architectural and historical significance to meet modern code and ADA requirements.

6. Provide means of demolition and the estimated start and completion date.

The estimated cost of demolition is \$12,000 with the project anticipated for December 2022.



609 Bert Fish Drive, front (west) façade and north elevation, facing southeast



609 Bert Fish Drive, front (west) façade and south elevation, facing northeast



609 Bert Fish Drive, rear (east) and south elevations, facing northwest



609 Bert Fish Drive, rear (east) and north elevations, facing southwest



Certificate of Appropriateness Application

Staff Use Only
APPLICATION NUMBER:
CA - ____ - ____

Please complete the application to the best of your knowledge, and if needed, attach a letter further explaining the request. Submit the completed form and any required materials to the City of DeLand Planning Department, Room 103, 120 South Florida Avenue, DeLand. Please include a check made payable to the City of DeLand in the amount of \$80.00.

Proposed Work:

New Construction	☐
Alteration	☐
Demolition (completed questionnaire required)	☒
Other: _____	☐

REASON FOR REQUEST: Demolition of structure See page 4, item 1.g. of the attached.

BRIEF DESCRIPTION OF PROPOSED WORK: *(Provide photographs of existing façade and renderings of project, including materials and color.)* Stetson University is seeking to raze the structure as it is vacant, not in use, and cannot be reasonably preserved by the university. See pages 4 - 7 of the attached

PROPERTY INFORMATION:

SHORT PARCEL ID (12 DIGITS): 700916000250

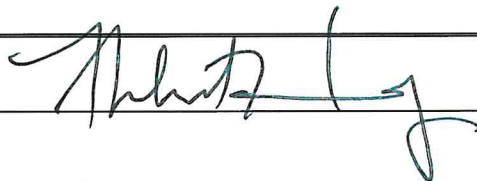
ADDRESS OF PROPERTY: 611 Bert Fish Drive, DeLand, FL 32724

CROSS STREETS: East University Ave. AND Amelia Ave.

<u>APPLICANT/AGENT:</u>	
NAME:	F. Robert Huth, Jr, Executive Vice President and CFO
COMPANY:	Stetson University, Inc.
ADDRESS:	421 N. Woodland Blvd., Unit 8278
CITY, STATE, ZIP:	DeLand, FL 32723
TELEPHONE:	386-822-7015
FAX:	
EMAIL:	fhuth@stetson.edu

<u>OWNER (IF DIFFERENT FROM APPLICANT):</u>	
NAME:	
COMPANY:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE:	
FAX:	
EMAIL:	

SIGNATURE OF APPLICANT: _____

 EVP/CFO STETSON UNIV

SIGNATURE OF OWNER (IF DIFFERENT): _____

**Please attach a notarized Authorization of Owner and/or notarized power of attorney, if different from applicant.
 *If owner of the property is a corporation or company, a corporate resolution must be submitted with the application. An original resolution currently on file in the Planning Dept. that is less than 1 year old may be used. The resolution must state the name of the person(s) who have been resolved by the company as having authority to execute documents on behalf of the company. It must 1) be current; 2) state a termination date; 3) be signed and certified by the secretary; 4) be embossed with the corporate seal; and 5) be an original document.
 For every person doing business under a fictitious name, an Affidavit of Publication must be submitted.

CERTIFICATE OF APPROPRIATENESS CRITERIA:

(Reference Sections 33-34 & 33-35 of the Land Development Regulations for more information.)

The applicant shall confer with a Planner concerning the nature of the proposed action and requirements relating to it. The applicant shall be advised of the nature and detail of the plans, designs, photographs, reports or other exhibits required to be submitted with the application. Such advice shall not preclude the Historic Preservation Board or the City Commission from requiring additional materials prior to making their determination in the case.

33-34.03. *Certificates of appropriateness.*

(a) *When required.*

1. A Certificate of Appropriateness shall be required for any of the following activities on properties within designated Historic Districts and individually designated historic properties:
 - a. Any material change or alteration in the exterior appearance of existing buildings objects or structures (includes signs).
 - b. The movement or relocation of any building object, or structure.
 - c. Any new construction of principal or accessory buildings or structures.
 - d. Disturbance of an archaeological site.
 - e. Division of a tract or parcel of land into two or more lots.
2. Demolition of a building, structure, or portion thereof constructed prior to 1950, requires the issuance of a Certificate of Appropriateness before demolition can take place.
3. Upon designation of a Historic District or individual historic property the designating ordinance shall prescribe those architectural features considered significant to the district or property and the types of regulated work items other than those requiring a city permit, which should be reviewed for appropriateness.
4. For each of the regulated work items listed in the designating ordinance, the following applies:
 - a. *Ordinary maintenance.* If the work constitutes "ordinary maintenance" as defined in Section 33 12, the work may be done without a Certificate of Appropriateness.
 - b. *Staff approval.* If the work is not "ordinary maintenance," but will result in the "original appearance" as defined in Section 33-12., including color and defining architectural details, the Certificate of Appropriateness may be issued by the planning director with consultation by the historic resource coordinator.
 - c. *Board approval.* If the work is not "ordinary maintenance" and will not result in the "original appearance," a Certificate of Appropriateness must be obtained from the historic preservation board before the work may be done.

NOTE: The application will be reviewed by the Historic Preservation Board. The Historic Preservation Board meets the 1st Thursday of the month in the City Commission Chambers, 120 S. Florida Ave. Deadline for submittal is 10 days prior to the meeting. Incomplete applications will not be accepted.

THE FILING OF THIS APPLICATION WITH THE CITY OF DELAND AUTHORIZES EMPLOYEES, AGENTS, AND REPRESENTATIVES OF THE CITY TO ENTER AND INSPECT THE SUBJECT PREMISES, INCLUDING LAND AND STRUCTURES, TO EVALUATE EXISTING AND PROPOSED CONIDITIONS AS THEY RELATE TO THE SUBMITTED APPLICATION.

Staff Use Only

Complete Application Received By & Date: _____

Scheduled HPB Meeting Date: _____

Payment Received: Check Amount: \$_____ Date Paid: _____

RESOLUTION

Of

The Board of Trustees, Stetson University, Inc.

The Board of Trustees of Stetson University, Inc., in duly scheduled meeting of the board on May 11, 2012, hereby adopts the following resolution (the "Resolution").

Recital:

- A. It is advisable for Stetson University, Inc. (the "University") to have established policies regarding those officers of the University who are authorized to execute contract documents and other instruments on the University's behalf.

Therefore, it is resolved that:

1. The President, the Provost, the Chief Finance Officer, and the Associate Vice President for Finance (the "Authorized Officers") are each authorized and empowered to execute contract documents on behalf of the University and to secure the transfer to the name of the University, or sell or transfer by the University, all stocks, bonds, securities, deeds, contracts, and all other documents standing in the name of the University.
2. Any contract document or other instrument that commits the University to any payment, debt, or other obligation in excess of \$100,000 shall be executed by any two of the Authorized Officers.
3. Each of the Authorized Officers may, in his or her prudent judgment, delegate his or her authority granted by this Resolution to another officer, employee, or agent of the University, but only for a contract document or other instrument that commits the University to a payment, debt, or other obligation that is less than \$50,000.
4. The Certificate of Incumbency dated July 18, 2011 and all other certificates and resolutions inconsistent with this Resolution are hereby repealed.

CERTIFICATE

The undersigned certify that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Trustees of Stetson University, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 11th day of May 2012, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this 11th day of May 2012:



Jill K. Jinks, Corporate Secretary



Harlan L. Paul, Chair of the Board of Trustees

DEMOLITION QUESTIONNAIRE

No demolition permit affecting a building or structure in a designated Historic District, a designated historic building or structure, or a building or structure constructed prior to 1950 shall be issued until the applicant has demonstrated that no other feasible alternative to demolition can be found.

1. Issuance of demolition permit shall be guided by the following factors:

a. The historic or architectural significance of the building, structure, or object;

The building at 611 Bert Fish Drive historically had the address of 611 North Hayden Avenue. It is located in lots 25 and 26 of University Heights Subdivision, which was platted and recorded in the office of the Volusia County Clerk of Court in 1914. In 1923, Robert Martin conveyed the lots to Stetson Professor of Art Harry D. Fluhart, who later developed a Bungalow as his residence west of campus on Florida Avenue. The Owasco Realty Company served as the developer of the University Heights Subdivision. The company's officers were George B. French, Charles G. Hayden, and L.F. Sperry of Auburn, NY, a small town at the north end of Lake Owasco in upstate New York. Hayden served as the president of the realty company. In the original plat, the developers named three streets for their surnames: French Avenue, Hayden Avenue, and Sperry Avenue. In 1993, the City of DeLand in collaboration with Stetson University renamed Hayden Avenue as Bert Fish Drive to honor one of DeLand's most prominent law alumni, public servants, and philanthropists – Bert Fish. Earlier, the municipal government had renamed Sperry Avenue as Florence Avenue to align with a street by that name farther west – and thereby eliminated the named heritage of the New York developers in the subdivision. The one-and-one-half story wood-frame Bungalow-style building was constructed about 1927 as a private residence, which was acquired in 1994 for \$92,000 by Stetson University, which since then the University has adapted and used for administrative office spaces, most recently the Cross Cultural Center.

The building faces west and contains approximately 2,400 square feet of interior floor space. The building displays a front-facing gable roof surfaced with rolled metal shingle surfacing. Wood brackets are mounted under the eaves, exposed rafter ends accent the eaves, and modest gable dormers project from the north and south elevations of the roof. Protruding from the front (west) façade of the building, an enclosed entrance porch displays plywood panels and metal sash windows. A handicap ramp extends along the front of the building. Fenestration includes three-over-one-light double-hung sash windows and modern metal awning and sash windows and sliding glass doors. A corbeled brick chimney rises along the south elevation and a second brick chimney pierces the east roof ridge. A one-story gable extension with an asphalt shingle roof projects from the south elevation. A one-story hip roof enclosed porch extends along the rear (east) elevation and connects with a large modern flat-roof addition that protrudes from the northeast corner of the building. A combination of original and replacement products finishes the exterior walls – stucco, plywood, and weatherboards. A modern pavilion is located to the north of the building, and three temporary storage sheds are located on the rear of the property. The building has lost most of its original character defining features and is in a deteriorated condition.

Research on historic-period owners and occupants of the dwelling reveals the early occupants included Stetson Professor of Law Jennis W. Futch and his wife, Daisy Futch, who resided in the dwelling in the 1920s and 1930s through c. 1938. Futch earned a LL.B. degree (1915) from Yale University, began teaching law at Stetson about 1924, and earned a J.D. degree (1932) from Northwestern University. In addition to teaching law at Stetson in the 1920s and 1930s, Futch served as law librarian and held in key roles in the community and state, including chair of the First Baptist Church's board of trustees, vice-president of the Florida Bar Association's 7th Judicial Circuit, and recording secretary of the Florida Historical Society. About 1925, he became a partner in Scarlett Jordan Futch and Fielding, while continuing his teaching and library work at Stetson. In 1928, Futch supported Doyle Carlton in his Florida gubernatorial campaign and published articles in the *DeLand Sun News*, including "Who Is a Regular Democrat?" In the late-1930s, the Jennis and Daisy Futch moved to another residence, but Jennis died in 1940.

The dwelling was vacant in 1939, and by April 1940, Woodie and Phyllis Brown – mother and daughter – occupied the home, having moved to DeLand from Miami, FL after the death of Woodie's husband, Francis Brown, who had managed a Miami hotel. By 1945, Augustus E. and May Louise Pasman resided in the dwelling. Born in New York City, A.E. Pasman worked for the Erie Railroad Company, including as a freight claims agent, and he and May retired to DeLand in the mid-1940s. Their daughter, Margaret Pasman, married West Point graduate Charles W. Florance, Jr., who served under General George Patton in World War II and later rose in the ranks to Colonel in the US Army to become Deputy Commander and Chief of Staff of the Quartermaster at Ft. Lee Virginia. After World War II and while Charles Florance was stationed in Hawaii, Margaret P. Florance briefly resided at 216 East University Avenue (demolished) to be closer to her retired parents on Bert Fish Drive.

The building does not possess sufficient architectural or historical significance for listing individually in the National Register of Historic Places or in the Local Register of Historic Places. In addition, the building has lost many of its historic character defining features to the extent that it has lost its original architectural integrity. The building served administrative offices purposes at Stetson for nearly 30 years (1994-2021), and it has outlived its useful institutional purpose. The building is currently vacant and not in use. The University has completed an asbestos survey and remediation, a rodent inspection and letter have been completed, and services have been cut.

b. The importance of the building, structure, or object to the ambiance of a district;

The building does not contribute either to a formally-recognized historic district or a potential historic district.

c. The difficulty or the impossibility of reproducing such a building, structure or object because of its design, texture, material, detail, or unique location;

The building does not display design features or textures, materials, or details that would be difficult or impossible to reproduce.

d. Whether the building, structure, or object is one of the last remaining examples of its kind in the neighborhood, the county, or the region; examples of its kind in the neighborhood, the county, or the region;

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The building is not in danger of collapse.

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