



**CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
FEBRUARY 6, 2023 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE**

AGENDA

CALL TO ORDER

INVOCATION-Pastor Kevin Caine, St. Paul Missionary Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Super Star Students of the Month.
2. Black History Month.
3. Introduction of New Police Officers.
4. Employee Years of Service Award.

CONSENT AGENDA

1. Resolution Approving FY 2022-2023 Budget Amendment.
Presentation of a budget amendment for FY 2022/2023.
2. Resolution Approving Sole Source Procurement, FARO Laser Scanner.
City staff recommends the City Commission approve the sole source procurement of the FARO Focus Scanner package using funds awarded by the U.S. Department of Justice's (USDOJ) Edward Byrne Memorial Justice Assistance Grant (JAG), Award Agreement Number 3B169.
3. Consideration re Change Order No. 4 – Melching Field Stadium Improvements.
Staff recommends that the City Commission approve Change Order # 4, in the amount of \$52,177.20 for the Melching Field Stadium Improvements Contract.
4. Consideration re Change Order No. 1, Aviation T-Hangars.
Staff recommends that the City Commission approve the Change order No. 1 to Crunch Construction in the amount of \$ 861,500.00.
5. Consideration re Grant of Temporary Easement Agreement from the DeLand Arboricultural Partnership.
Grant of Temporary Easement Agreement from the DeLand Arboricultural Partnership.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2023-02, Relating to Dog Friendly Restaurants.

It is recommended that the City Commission approve the proposed Dog Friendly Restaurant Ordinance on second reading and enactment of the Ordinance.

NEW BUSINESS

1. First Reading of Ordinance Annexing 3.12 Acres of Property Located at 309 West Taylor Road.

It is recommended that the City Commission approve the annexation of the subject property into the city limits on first reading and delay the adoption of the ordinance until the associated future land use amendment application is approved by the Volusia Growth Management Commission and brought back to the City Commission for second reading.

2. First Reading of Ordinance Changing the Land Use of 3.023 Acres of Property, from Volusia County's Urban Medium Intensity to City of DeLand Highway Commercial, Located at 309 West Taylor Road.

Land Use amendment application for +/- 3.023-acres to change the future land use category from Volusia County Urban Medium Intensity (UMI) designation to City of DeLand Highway Commercial (HC) designation on +/- 3.023-acres at the northwest quadrant of Taylor Road (SR 15A)/S. Clara Ave intersection.

3. First Reading of Ordinance Changing the Zoning for 3.023 Acres of Property, Located at 309 West Taylor Road., from Volusia County Commercial (B-4) and Urban Single-Family Residential (R-4) to City of DeLand General Commercial (C-2).

Zoning amendment application to change the current zoning classification from Volusia County Commercial (B-4) and Urban Single-Family Residential (R-4) to City of DeLand General Commercial (C-2) on +/- 3.023-acres at the northwest quadrant of Taylor Road (SR 15A)/S. Clara Ave intersection.

4. First Reading of Recovery Residence (Sober Homes) Ordinance.

Ordinance relating to conditional uses for recovery residences.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

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

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

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

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

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

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

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

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

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



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: January 27, 2023

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

For the February 6, 2023 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Damian Sanchez

Citrus Grove Elementary: Trevor DeKoeper

DeLand High School: No submission

DeLand Middle School: Felix Acobe

DeLand Preparatory Academy: No submission

Freedom Elementary: Teddy Martin

George Marks Elementary: Emilia Rodriguez

Southwestern Middle School: Romila Brown

St. Barnabas: Vivien Blackwell

St. Peter's Catholic School: No submission

Starke Elementary: Delianys Rosario

Stetson Baptist: No submission

TOP Academy: Terryell Ravenell

Woodward Avenue: Maks Globe



The CITY OF DELAND

Volusia County, Florida

Proclamation

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

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

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

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

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

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

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

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

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

Now, therefore, I, Christopher M. Cloudman, Mayor of the City of DeLand, do hereby proclaim the month of February 2023 as

Black History Month

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

Done and proclaimed this 6th day of February 2023.

Christopher M. Cloudman, Mayor

Attest

Julie A. Hennessy, City Clerk - Auditor

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: Resolution Approving FY 2022-2023 Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, FY 22-23 Budget Amendment Details - February

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

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

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

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

Operating Contingency balances after these amendments are as follows:

General Fund	\$266,425
Water & Sewer Fund	\$322,215
Airport Fund	\$0
Stormwater Fund	\$0
Permits & Inspections Fund	\$0

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution amending the FY 22/23 budget as presented.

BACKGROUND/DISCUSSION:

A notable increase in the budget is \$82,232 for the addition of a new Deputy Fire Marshal and necessary equipment (split 50%/50% between the General Fund and the Permits and Inspections Fund.)

Two new grants have been awarded in the Grants and Special Revenue Fund, \$15,837 for Police training supplies and \$29,850 for Firefighter Decontamination Equipment.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE BUDGET FOR THE GENERAL FUND, GRANT AND SPECIAL REVENUE FUND, CAPITAL FUND, WATER AND SEWER FUND, WATER TRUST FUND, AIRPORT FUND AND PERMITS AND INSPECTIONS FUND FOR THE FISCAL YEAR 2022-2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend the budget for the City of DeLand for fiscal year 2022-2023; 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 2022-2023 is amended in the following manner:

GENERAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		46,826,291	124,397	0	46,950,688
	Other Sources Revenue				
001-0000-380-000	USE OF RESERVES	3,708,053	83,281	0	3,791,334
001-9998-382-480	CONTRIBUTION FROM P&I FUND	405,472	41,116	0	446,588
EXPENDITURES		46,826,291	202,242	77,845	46,950,688
	Admin Services				
001-0106-599-100-IAN 22	HURRICANE IAN - 9/28/22	585	60,617	0	61,202
	Fire Prevention				
001-1223-412-100	REGULAR SALARIES & WAGES	160,081	48,000	0	208,081
001-1223-413-100	OTHER SALARIES & WAGES	77,555	2,066	0	79,621
001-1223-421-100	FICA TAXES	19,170	3,833	0	23,003
001-1223-422-100	RETIREMENT CONTRIBUTIONS	12,978	23,333	0	36,311
001-1223-552-000	HARDWARE/SOFTWARE	0	5,000	0	5,000
	Police				
001-1226-552-100	OPERATING SUPPLIES	131,242	0	2,029	129,213
001-1226-552-200	OPERATING CAPITAL	316,746	2,029	0	318,775
	Streets				
001-1302-552-100	OPERATING SUPPLIES	91,505	0	6,669	84,836
	Vehicle Maintenance				
001-1306-552-100	OPERATING SUPPLIES	34,440	0	6,669	27,771
	Recreation				
001-1402-546-400	EQUIPMENT MAINTENANCE	5,750	4,190	0	9,940
001-1402-552-100	OPERATING SUPPLIES	62,110	0	4,190	57,920
	Chisholm Center				
001-1410-552-100	OPERATING SUPPLIES	27,840	0	2,870	24,970
001-1410-552-200	OPERATING CAPITAL	4,500	2,870	0	7,370
	Conrad/Melching				
001-1412-546-100	BUILDING MAINTENANCE	3,626	1,268	0	4,894

GENERAL FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		46,826,291	202,242	77,845	46,950,688
	Transfers				
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	3,412,547	13,034	0	3,425,581
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	3,753,598	13,338	0	3,766,936
001-9999-991-430	TRANSFER TO AIRPORT FUND	622,843	22,664	0	645,507
	Contingency				
001-9990-999-100	CONTINGENCY	321,663	0	55,418	266,245

GRANT & SPECIAL REVENUE FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		13,153,349	58,721	0	13,212,070
190-0000-331-200	DOJ - JAG GRANT - PUBLIC SAFETY	3,829	15,837	0	19,666
190-1222-334-200-FR2306	DEPT OF FS - FF DECONTAIMINATION EQUIP	0	29,850	0	29,850
190-9999-381-001	TRANSFER FROM GENERAL FUND	1,626,570	13,034	0	1,639,604
EXPENDITURES		13,153,349	58,721	0	13,212,070
	Fire				
190-1222-664-000-FR2306	DEPT OF FS - FF DECONTAIMINATION EQUIP	0	42,884	0	42,884
	Police				
190-1226-552-100	OPERATING SUPPLIES	3,829	15,837	0	19,666

CAPITAL FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		9,306,353	13,348	90,981	9,228,720
	Other Sources Revenue				
300-9999-381-001	TRANSFER FROM GENERAL FUND	3,753,598	13,338	0	3,766,936
300-9999-381-480	TRANSFER FROM P&I FUND	154,513	0	90,981	63,532
300-0000-380-000	USE OF RESERVES	0	10	0	10
EXPENDITURES		9,306,353	59,348	136,981	9,228,720
	Information Technology				
300-0110-663-000-IT2101	ACCELA PLATFORM ENHANCEMENTS	90,981	0	90,981	0
	Streets				
300-1302-664-000-PW2317	A/C REPLACEMENT AT SIGN SHOP	0	6,669	0	6,669
	Vehicle Maintenance				
300-1306-664-000-PW2318	A/C REPLACEMENT AT VEHICLE MAINTENANCE	0	6,669	0	6,669
	Parks				
300-1403-662-000-PR2220	SKATE PARK LED LIGHTS	46,000	0	46,000	0
300-1403-662-000-PR2306	CARPET IN MAINTENANCE OFFICE	7,550	10	0	7,560
300-1403-663-000-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		89,449,242	178,268	0	89,627,510
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	21,646,573	147,068	0	21,793,641
401-0000-389-400	OTHER GRANTS & DONATIONS	0	31,200	0	31,200
EXPENDITURES		89,449,242	431,053	252,785	89,627,510
Water Distribution					
401-4204-552-130	OPERATING SUPPLIES-METERS	1,157,500	147,068	0	1,304,568
401-4204-663-000-UT2306	WATER METER REPLACEMENT	225,000	0	225,000	0
401-4204-664-000-UT2306	WATER METER REPLACEMENT	0	225,000	0	225,000
Wastewater Treatment					
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	1,689,962	2,150	0	1,692,112
Utilities Maintenance					
401-4206-664-000-UT2342	BACKUP GENERATOR L/S #141	0	40,835	0	40,835
Wastewater Collection					
401-4210-663-000-UT2344	NEW YORK AVE FORCE MAIN RELOCATION	0	16,000	0	16,000
Contingency					
401-9990-999-100	CONTINGENCY	350,000	0	27,785	322,215

WATER TRUST FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		7,652,444	0	0	7,652,444
EXPENDITURES		7,652,444	450,000	450,000	7,652,444
Water Distribution					
403-4230-663-000-WA2303	BLUE SPRING WATER MAIN EXTENSION	0	450,000	0	450,000
403-4230-663-000-WW2203	2022 DELEON SPRINGS WATER MAIN IMPROVE	1,999,313	0	450,000	1,549,313

AIRPORT FUND

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
REVENUES		13,403,742	1,760,974	4,124,600	11,040,116
Grant Revenue					
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN	2,763,710	0	2,763,710	0
430-0000-389-200-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	26,900	616,050	0	642,950
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN	245,664	0	245,664	0
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	2,082,621	800,000	0	2,882,621
430-0000-389-320-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	2,391	54,760	0	57,151
430-0000-389-320-AP2301	EAST HANGAR COMPLEX - PHASE 1B	1,650,000	30,000	830,000	850,000
Other Sources Revenue					
430-0000-380-000	USE OF RESERVES	598,966	237,500	285,226	551,240
430-9999-381-001	TRANSFER FROM GENERAL FUND	622,843	22,664	0	645,507

AIRPORT FUND (Continued)

Account Number	Account Description	Current Budget	Increase	Decrease	Revised Budget
EXPENDITURES		13,403,742	1,752,509	4,116,135	11,040,116
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	2,565,776	1,037,500	0	3,603,276
430-4300-662-000-AP2301	EAST HANGAR COMPLEX - PHASE 1B	2,100,000	0	1,037,500	1,062,500
430-4300-663-000-AP1903	REHAB E&W APRON & ELEC HOMERUN	3,070,790	0	3,070,790	0
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	977,947	22,664	0	1,000,611
430-4300-663-000-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	29,889	684,500	0	714,389
430-4300-664-000-AP2309	ZEROTURN MOWER	26,093	0	7,845	18,248
430-4300-664-000-AP2310	RUNWAY BLOWER WITH AIR DEFLECTOR	0	7,845	0	7,845

PERMITS & INSPECTIONS FUND

REVENUES		3,475,918	41,116	0	3,517,034
Other Sources Revenue					
480-0000-380-000	USE OF RESERVES	1,108,225	41,116	0	1,149,341
EXPENDITURES		3,475,918	132,097	90,981	3,517,034
480-4800-663-000-PI2203	ACCELA CIVIC PLATFORM ENHANCEMENTS	75,000	90,981	0	165,981
480-9998-992-001	CONTRIBUTION TO GENERAL FUND	405,472	41,116	0	446,588
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	154,513	0	90,981	63,532

Section 2. In all other respects the Budget of the City of DeLand, Florida for fiscal year 2022-2023 is hereby ratified and confirmed as adopted by Resolutions 2022-77, 2022-108 and 2022-109.

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

PASSED AND DULY ADOPTED this 6th day of February, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
GENERAL FUND				
REVENUES		124,397	0	
001-0000-380-000	USE OF RESERVES	60,617		increase funding for Hurricane Ian expenses (hurricane reserves)
001-0000-380-000	USE OF RESERVES	22,664		increase funding for NW Industrial Park Road (capital reserves)
001-9998-382-480	CONTRIBUTION FROM P&I FUND	41,116		increase transfer for new Deputy Fire Marshal
EXPENDITURES		202,242	77,845	
001-0106-599-100-IAN 22	HURRICANE IAN - 9/28/22	60,617		increase appropriation for Hurricane Ian expenses
001-1223-412-100	REGULAR SALARIES & WAGES	48,000		increase appropriation for new Deputy Fire Marshal
001-1223-413-100	OTHER SALARIES & WAGES	2,066		increase appropriation for new Deputy Fire Marshal
001-1223-421-100	FICA TAXES	3,833		increase appropriation for new Deputy Fire Marshal
001-1223-422-100	RETIREMENT CONTRIBUTIONS	23,333		increase appropriation for new Deputy Fire Marshal
001-1223-552-000	HARDWARE/SOFTWARE	5,000		increase appropriation for new Deputy Fire Marshal
001-1226-552-100	OPERATING SUPPLIES		2,029	decrease appropriation for Tasers and Body Cameras
001-1226-552-200	OPERATING CAPITAL	2,029		increase appropriation for Tasers and Body Cameras
001-1302-552-100	OPERATING SUPPLIES		6,669	decrease appropriation to provide for capital A/C replacement
001-1306-552-100	OPERATING SUPPLIES		6,669	decrease appropriation to provide for capital A/C replacement
001-1402-546-400	EQUIPMENT MAINTENANCE	4,190		increase appropriation for playground repairs
001-1402-552-100	OPERATING SUPPLIES		4,190	decrease appropriation for operating supplies
001-1410-552-100	OPERATING SUPPLIES		2,870	decrease appropriation for operating supplies
001-1410-552-200	OPERATING CAPITAL	2,870		increase appropriation for Ice Maker at Chisholm Center
001-1412-546-100	BUILDING MAINTENANCE	1,268		increase appropriation for building maintenance at Conrad Park
001-9990-999-100	CONTINGENCY		1,268	decrease appropriation for building maintenance at Conrad Park (\$1,268)
001-9990-999-100	CONTINGENCY		13,034	decrease appropriation for Firefighter Decontamination Equipment (\$13,034)
001-9990-999-100	CONTINGENCY		41,116	increase appropriation for new Deputy Fire Marshal
001-9999-991-190	TRANSFER TO GRANTS & SPEC REV	13,034		increase transfer for Firefighter Decontamination Equipment (grant match)
001-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND	13,338		increase transfer for A/C replacements at Sign Shop (\$6,669) and Vehicle Maintenance Building (\$6,669)
001-9999-991-430	TRANSFER TO AIRPORT FUND	22,664		increase transfer for NW Industrial Park Access Road
GRANT & SPECIAL REVENUE FUND				
REVENUES		58,721	0	
190-0000-331-200	DOJ - JAG GRANT - PUBLIC SAFETY	15,837		increase funding for PD Shooter Kits, Handcuffing Dummy and Survivor Agility Training Dummy (Active Shooter Grant)
190-1222-334-200-FR2306	DEPT OF FS - FF DECONTAMINATION EQUIP	29,850		increase grant funding for Firefighter Decontamination Equipment
190-9999-381-001	TRANSFER FROM GENERAL FUND	13,034		increase funding for Firefighter Decontamination Equipment
EXPENDITURES		58,721	0	
190-1222-664-000-FR2306	DEPT OF FS - FF DECONTAMINATION EQUIP	42,884		increase appropriation for Firefighter Decontamination Equipment
190-1226-552-100	OPERATING SUPPLIES	15,837		increase appropriation for PD Shooter Kits, Handcuffing Dummy and Survivor Agility Training Dummy

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
CAPITAL FUND				
REVENUES		13,348	90,981	
300-9999-381-001	TRANSFER FROM GENERAL FUND	13,338		increase funding for A/C replacements at Sign Shop (\$6,669) and Vehicle Maintenance Building (\$6,669)
300-9999-381-480	TRANSFER FROM P&I FUND		90,981	decrease funding for Accela Civic Platform Enhancements
300-0000-380-000	USE OF RESERVES	10		increase funding for Carpet in Maintenance Office (\$10)
EXPENDITURES		59,348	136,981	
300-0110-663-000-IT2101	ACCELA PLATFORM ENHANCEMENTS		90,981	decrease appropriation for Accela Civic Platform Enhancements
300-1302-664-000-PW2317	A/C REPLACEMENT AT SIGN SHOP	6,669		increase funding for A/C replacement at Sign Shop
300-1306-664-000-PW2318	A/C REPLACEMENT AT VEHICLE MAINTENANCE	6,669		increase funding for A/C replacement Vehicle Maintenance Building (\$6,669)
300-1403-662-000-PR2220	SKATE PARK LED LIGHTS		46,000	decrease appropriation for Skate Park LED lights (fixing account number)
300-1403-662-000-PR2306	CARPET IN MAINTENANCE OFFICE	10		increase appropriation for carpet in maintenance office
300-1403-663-000-PR2220	SKATE PARK LED LIGHTS	46,000		increase appropriation for Skate Park LED lights (fixing account number)
WATER & SEWER FUND				
REVENUES		178,268	0	
401-0000-380-200	FUNDS C/O FROM PRIOR YEAR	147,068		Funds carried over from FY 21-22
401-0000-389-400	OTHER GRANTS & DONATIONS	31,200		increase funding for Backup Generator L/S #141
EXPENDITURES		431,053	252,785	
401-4204-552-130	OPERATING SUPPLIES-METERS	147,068		CARRY OVER: to fund Meters (PO 22-000533, \$129,360 & PO 22-000597, \$17,708)
401-4204-663-000-UT2306	WATER METER REPLACEMENT		225,000	decrease appropriation for Water Meter Replacement (fixing account number)
401-4204-664-000-UT2306	WATER METER REPLACEMENT	225,000		increase appropriation for Water Meter Replacement (fixing account number)
401-4205-662-000-UT2222	NASH WRF ENG, PLANNING & CONSTRUCTION	2,150		increase appropriation for boundary survey
401-4206-664-000-UT2342	BACKUP GENERATOR L/S #141	40,835		increase appropriation for Backup Generator L/S #141
401-4210-663-000-UT2344	NEW YORK AVE FORCE MAIN RELOCATION	16,000		increase appropriation for New York Ave Force Main Relocation
401-9990-999-100	CONTINGENCY		2,150	decrease appropriation for boundary survey
401-9990-999-100	CONTINGENCY		16,000	decrease appropriation for New York Ave Force Main Relocation
401-9990-999-100	CONTINGENCY		9,635	decrease appropriation for Backup Generator L/S #141

FY 22-23 Budget Amendment Details

ACCOUNT	Account Description	Increase	Decrease	Description
WATER TRUST FUND				
REVENUES		0	0	
EXPENDITURES				
403-4230-663-000-WA2303	BLUE SPRING WATER MAIN EXTENSION	450,000	450,000	increase appropriation for Blue Spring Water Main Extension Project
403-4230-663-000-WW2203	2022 DELEON SPRINGS WATER MAIN IMPROVE		450,000	decrease appropriation for 2022 DeLeon Spring Water Main Improvements
AIRPORT FUND				
REVENUES		1,760,974	4,124,600	
430-0000-380-000	USE OF RESERVES	237,500		increase funding for Use of Reserves - T-hangars and electric gate
430-0000-380-000	USE OF RESERVES		207,500	decrease funding for East Hangar Complex Phase 1B
430-0000-380-000	USE OF RESERVES		47,726	decrease funding for Use of Reserves - Rehab E&W Apron & Elec Homerun
430-0000-380-000	USE OF RESERVES		30,000	correction for Budget Amendment #1 in December
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN		616,050	decrease grant funding for Rehab E&W Apron & Elec Homerun
430-0000-389-200-AP1903	REHAB E&W APRON & ELEC HOMERUN		2,147,660	decrease grant funding for Rehab E&W Apron & Elec Homerun
430-0000-389-200-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	616,050		increase grant funding for Replacement of Electrical Homeruns
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN		54,760	decrease grant funding for Rehab E&W Apron & Elec Homerun
430-0000-389-320-AP1903	REHAB E&W APRON & ELEC HOMERUN		190,904	decrease grant funding for Rehab E&W Apron & Elec Homerun
430-0000-389-320-AP2001	T-HANGARS & ELEC GATE	800,000		increase grant funding for T-hangars and electric gate
430-0000-389-320-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	54,760		increase grant funding for Replacement of Electrical Homeruns
430-0000-389-320-AP2301	EAST HANGAR COMPLEX - PHASE 1B		830,000	decrease funding for East Hangar Complex Phase 1B
430-0000-389-320-AP2301	EAST HANGAR COMPLEX - PHASE 1B	30,000		correction for Budget Amendment #1 in December
430-9999-381-001	TRANSFER FROM GENERAL FUND	22,664		increase funding for NW Industrial Park Access Road
EXPENDITURES		1,752,509	4,116,135	
430-4300-662-000-AP2001	T-HANGARS & ELEC GATE	1,037,500		increase appropriation for T-hangars and electric gate
430-4300-662-000-AP2301	EAST HANGAR COMPLEX - PHASE 1B		1,037,500	decrease appropriation for East Hangar Complex Phase 1B
430-4300-663-000-AP1903	REHAB E&W APRON & ELEC HOMERUN		684,500	decrease appropriation for Rehab E&W Apron & Elec Homerun
430-4300-663-000-AP1903	REHAB E&W APRON & ELEC HOMERUN		2,386,290	decrease appropriation for Rehab E&W Apron & Elec Homerun
430-4300-663-000-AP1904	NW INDUSTRIAL BUS PK ACCESS RD	22,664		increase appropriation for NW Industrial Park Access Road
430-4300-663-000-AP2205	REPLACEMENT OF ELECTRICAL HOMERUNS	684,500		increase appropriation for Replacement of Electrical Homeruns
430-4300-664-000-AP2309	ZEROTURN MOWER		7,845	decrease appropriation for AC Cab
430-4300-664-000-AP2310	RUNWAY BLOWER WITH AIR DEFLECTOR	7,845		increase appropriation for Runway Blower
PERMITS & INSPECTIONS FUND				
REVENUES		41,116	0	
480-0000-380-000	USE OF RESERVES	41,116		increase funding for Deputy Fire Marshal
EXPENDITURES		132,097	90,981	
480-4800-663-000-PI2203	ACCELA CIVIC PLATFORM ENHANCEMENTS	90,981		increase appropriation for Accela Civic Platform Enhancements
480-9998-992-001	CONTRIBUTION TO GENERAL FUND	41,116		increase transfer for Deputy Fire Marshal
480-9999-991-300	TRANSFER TO CAPITAL PROJECT FUND		90,981	decrease transfer for Accela Civic Platform Enhancements

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: Resolution Approving Sole Source Procurement, FARO Laser Scanner.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Resolution, FARO Sole Source Documents, DeLand Updated Quote to FDLE 12-15-22, DeLand - Signed Award Agreement FDLE Residual

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

The sole source procurement of the FARO Focus Laser Scanner package according to U.S. Department of Justice's (USDOJ) Edward Byrne Memorial Justice Assistance Grant (JAG), Award Agreement Number 3B169, is being proposed for approval by the City Commission.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

The high-quality, cost-effective FARO 3D HW LS Focus S70 Scanner combined package supplied by FARO Technologies, Inc. provides accurate and complete photorealistic 3D representations in just a few minutes. This added asset will assist staff with vehicular accidents and crime scene investigations, thus enhancing the protection of public safety within the city.

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

U.S. Department of Justice's (USDOJ) Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement Number 3B169 allocates \$56,387.00 for this purchase. The total of FARO Technologies, Inc. Quote 1222-5-DLPD is \$68,467.67. The \$12,081.67 difference can be paid from the contingency fund.

RECOMMENDATION:

City staff recommends the City Commission approve the sole source procurement of the FARO Focus Scanner package using funds awarded by the U.S. Department of Justice's (USDOJ) Edward Byrne Memorial Justice Assistance Grant (JAG), Award Agreement Number 3B169.

BACKGROUND/DISCUSSION:

A sole source procurement, which is technically referred to as a "procurement by noncompetitive proposals", is a procurement activity in which only one vendor can supply the commodities, technology and/or perform the services required by the agency procuring the commodities, technology or services. The proposed sole source vendor was founded in 1982 and has quickly become a global leader in the manufacture of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida.

As the world's most trusted source for 3D measurement and imaging solutions, FARO Technologies designs, develops, manufactures, markets and supports software-driven, three-dimensional measurement and imaging solutions. With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners considerably reduce the effort involved in documenting, measuring, and analyzing forensic scenes. The 3D scan data can be imported into many software solutions that are used by forensic investigators for analysis and reporting of the captured data. Distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely and reliably using scanned data.

RESOLUTION NO. 2023 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF THE FARO 3D HW LS FOCUS S70 LASER SCANNER COMBINED PACKAGE FROM FARO TECHNOLOGIES, INC.; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City received a U.S. Department of Justice, Edward Byrne Memorial Assistance Grant and entered into Award Agreement Number 3B169, provides additional funding towards the purchase of the laser scanner combined package; and

WHEREAS, the aforementioned grant requires the City to procure a specific brand (FARO) of scanner; and

WHEREAS, FARO Technologies, Inc., is the sole developer and manufacturer of the FARO 3DFocus Laser Scanner and the sole provider of the software service, warranty and maintenance associated with FARO Focus laser scanners; and

WHEREAS, to the best of the Police Chief's knowledge, FARO Technologies, Inc., is the only known authorized supplier of the FARO 3D Laser Scanner.

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

Section 1. The City Commission of the City of DeLand hereby authorizes the sole source purchase of the FARO 3D HW LS Focus S70 Laser Scanner Combined Packaged from FARO Technologies, Inc., as set forth in the attached proposal.

Section 2. If any section, sentence, clause or phrases of this resolution is held to be invalid or unconstitutional by any court or competent jurisdiction that holding shall in no way effect the main course of this resolution.

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

PASSED AND DULY ADOPTED this 6th day of February, 2023.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney



FARO Technologies, Inc.

250 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234

Fax: +1.407.333.4181

Nasdaq: FARO
www.FARO.com

March 16, 2022

To Whom It May Concern,

This letter identifies FARO Technologies, Inc., a Florida corporation ("FARO Technologies" or "FARO"), as the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus3D, Focus^S and Focus^M Laser Scanners, FARO ScanPlan, FARO Freestyle 2, FARO Focus Thermal Covers, SCENETM software, FARO ZoneTM 3D and FARO ZoneTM 2D software. FARO is also the sole provider of software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, ScanPlan, SCENE Software, and FARO Zone software. Some of the foregoing goods and services are offered through distributors, but the origin of those goods and services are from FARO.

FARO Technologies was founded in 1982 and has quickly become a global leader in the manufacture of 3D measurement technology. FARO Technologies is headquartered in Lake Mary, Florida, its European regional headquarters in Stuttgart, Germany, and its Asia/Pacific regional headquarters in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, Japan, and Australia.

As the world's most trusted source for 3D measurement and imaging solutions, FARO Technologies designs, develops, manufactures, markets, and supports software-driven, three-dimensional measurement and imaging solutions. Technology from FARO permits high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. The devices are used for inspecting, planning and documenting spaces or structures in 3D, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation, arson investigation, post-blast investigation, fire and security pre-planning, bullet trajectory, bloodstain pattern analysis, and augmented/virtual reality applications.

With a wide variety of features, including range, image quality, and capture speed, the Focus Laser Scanners considerably reduce the effort involved in documenting, measuring, and analyzing forensic scenes. The 3D scan data can be imported into many software solutions that are used by forensic investigators for analysis and reporting of the captured data. Distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely and reliably using scanned data.

FARO is the sole developer and supplier of FARO ZoneTM Software, which incorporates direct integration of FARO Focus point cloud data from scans into a simple to use program for full scene documentation, 2D and 3D Diagrams, animations, crash reconstruction, bullet trajectory, and bloodstain pattern analysis. The development of FARO ZoneTM Software is the result of the combination of features from CAD Zone and ARAS Reality, predecessor software acquired by FARO through acquisitions. These software offerings have now been replaced with our current software platform FARO ZoneTM.

FARO's competitive advantage is the lightweight, affordable, precise technology delivered with each 3D laser scanning product. Through FARO and its products, our customers are making an investment in projects with unsurpassed cost-value, which provides a major advantage when looking for the most cutting-edge technology that gets you the right results in an age of limited resources. With hundreds of thousands of units sold worldwide and customers around the globe, our products have been reliably measuring success throughout the world. Our forensic customers include the Department of Defense, the federal government, various intelligence organizations, the U.S. military, and many state and municipal law enforcement agencies.

Please feel free to contact us with any questions,

Jim Schwartz | Senior Solutions Director | Public Safety Analytics
FARO Technologies, Inc. | 250 Technology Park | Lake Mary, FL 32746
Office: 414.614.6421 | jim.schwartz@faro.com



Office of Criminal Justice Grants SOLE SOURCE JUSTIFICATION APPROVAL FORM

Email completed form to: criminaljustice@fdle.state.fl.us

Noncompetitive procurement, or sole source, is procurement based on the submission of a proposal/quote from only one source. Sole source procurements on a federal award must adhere to 2 C.F.R. §200.320(f), 200.407, and Section 3.8 of the Department of Justice Grants Financial Guide. Agencies intending to use non-competitive procurement practices must complete and submit this form to the Office of Criminal Justice Grants for approval. Please attach additional pages if more space is required.

Brand names do not constitute a legitimate request for a sole source procurement. For example, Taser is a brand name of "conducted electrical weapon" sold by Axon. However, "conducted electrical weapons" are sold by multiple different manufacturers/vendors.

Note: Failure to obtain approval for sole source prior to expending funds is at subgrantee risk. If the sole source is not approved, those costs may be disallowed on a reimbursement request.

Select Program: JAG

Application/Grant Number: 21075/3B2169

Subgrantee: City of DeLand

Sole Source Category: Single Source

SECTION I: Provide a brief description of the project, the amount designated for sole source procurement, the purpose of the item/service, and an itemized budget for the sole source amount.

This purchase is a FARO 3D HW LS Focus S70 Scanner combined package consisting of the equipment, supplies and other costs totaling \$56,387.00. The DeLand Police Department will cover any overages if the quotes come in at a higher rate.

SECTION II: Provide an explanation as to why it is necessary to procure the item/service in a noncompetitive manner. This description should address, at a minimum, each point below based on the sole source category selected above.

Single Source

- Uniqueness of items or services to be procured
- How agency determined item or service is only available from a single source
- Explanation of the need for the vendor/providers expertise in relation to the grant project

Public Emergency

- Description of emergency
- Need for the item/service in relation to the emergency
- Effects of delay on project activities if sole source is not approved

Inadequate Competition

- Describe result of market survey to determine available competition
- If no market survey was conducted, explain why

The FARO 3D HW LS Focus S70 Scanner is unique to law enforcement as it has precise technology delivered with high-precision 3D measurement, imaging, and delivers full scene documentation, 2D and 3D Diagrams, animations, crash reconstructions, bullet trajectory, and bloodstain pattern analysis. FARO Technologies, Inc., is the sole developer and manufacturer of the FARO 3D HW LS Focus S70 Scanner and SCENE software. They are also the sole provider of software service, warranty, maintenance, annual calibration, and training programs associated with FARO 3D HW LS Focus S70 Scanner and its counterparts used for operation.

Office of Criminal Justice Grants
SOLE SOURCE JUSTIFICATION APPROVAL FORM (continued)

Section III: Conflict of Interest Certification

By signing below, I certify there is no conflict of interest between the subgrantee and the proposed vendor/provider. I also attest the Excluded Parties List (www.sam.gov) was checked and the proposed vendor/provider is not suspended or debarred from receiving federal funds. Finally, I certify this procurement complies with federal, state, and local laws and regulations.

Name: Dan Stauffer

Title: Finance Director

Signature:

Date:

9/21/2022



FDLE USE ONLY - Section IV: Sole source review checklist to assess and approve or deny a request for sole source procurements under a federal award. The sole source approval request only needs to meet one of the qualifying situations listed on this checklist. If any questions have a "No" answer the justification should be denied or you must request the information be updated/changed.

For noncompetitive procurement due to SINGLE SOURCE:

- | | | | |
|--|---|-----------------------------|------------------------------|
| a) Does independent research through internet searches or discussions with subject matter experts corroborate that the item is available only from a single source? | ☒ Yes | ☐ No | ☐ N/A |
| b) Does Section II demonstrate the uniqueness of items or services to be procured from the proposed vendor/contractor (e.g. compatibility issues, etc.)? | ☒ Yes | ☐ No | ☐ N/A |
| c) Does the request demonstrate and support how the agency determined the item or service is only available from one source (i.e. market survey, independent agency research, proprietary system)? | ☒ Yes | ☐ No | ☐ N/A |
| d) Does the request demonstrate a significant need for the vendor/providers expertise in relation to the grant project? | ☒ Yes | ☐ No | ☐ N/A |

For noncompetitive procurement due to PUBLIC EMERGENCY:

- | | | | |
|--|------------------------------|-----------------------------|------------------------------|
| a) Is there a public emergency such as a natural disaster or catastrophic event? | ☐ Yes | ☐ No | ☐ N/A |
| b) Has there been a declared state of emergency in which these goods or services will be needed? | ☐ Yes | ☐ No | ☐ N/A |
| c) Is there an immediate health or safety concern? | ☐ Yes | ☐ No | ☐ N/A |

For noncompetitive procurement due to INADEQUATE COMPETITION:

- | | | | |
|--|------------------------------|-----------------------------|------------------------------|
| a) Does the request adequately describe the efforts to competitively contract for this item (i.e. RFP/Bids, nature of response, etc.)? | ☐ Yes | ☐ No | ☐ N/A |
| b) Does the request adequately describe the efforts to ensure the contract pricing is fair and reasonable? | ☐ Yes | ☐ No | ☐ N/A |
| c) Does the request provide results of a market survey to determine competition availability or explain why no survey was conducted? | ☐ Yes | ☐ No | ☐ N/A |

Date Received: 10/3/22

Reviewed By:

Date:

10/2/22

☒ Approved

☐ Change Requested

☐ Denied

OCJG-011 (rev. 3/2020)



Remit To:
ZNet Tech, LLC
PO BOX 213
Olney, MD 20830
301 200-4715 office
301 200-4716 fax

GSA Schedule 47QTCA18D003S

Quote
1222-5-DLPD

Ship To: Deland Police Dept
219 W Howry Ave
Address: Deland, FL 32720

Customer bill-to: 2300115
Address:

[illegible]

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of DeLand

Recipient SAM UEI:

Award Number: 3B169

Award Period: 10/01/2022 – 09/30/2023

Award Title: C-3B169: DELAND CRIME SCENE PROCESSING RESIDUAL

Federal Funds: \$56,387.00

Matching Funds: \$0.00

CFDA: 16.738

Federal Award Number: 2020-MU-BX-0006

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of DeLand (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 30 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C** and **Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: 11/9/22

Recipient City of DeLand

Signature: _____

Typed Name and Title: Robert Apgar, Mayor

Date: 11/7/22

*** If using a designee, sign in the "Chief Official Designee" section below. ***

Chief Official Designee (optional) City of DeLand

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: 3B169
Recipient: City of DeLand
Award Title: C-3B169: DELAND CRIME SCENE PROCESSING
RESIDUAL
Award Period: 10/01/2022 - 09/30/2023

Problem Identification

The City of DeLand Police Department (DPD), Criminal Investigations Unit (CIU) receives approximately 500 cases per year ranging from minor property crimes consisting of theft or burglary to major crimes such as robbery and homicide. Currently, it takes several detectives and multiple hours to clear, photograph, measure, and collect evidence at a crash or crime scene. Traditional methods of crime scene processing are time consuming and rely heavily on a detective's ability to recognize and process evidence.

This project is important to the DPD because being able to preserve the crime scene quickly and accurately in less time and with fewer officers will allow the department to work at a higher level of efficiency. The department will be able to solve crimes in a timely manner and bring justice to victims and their families while keeping the public safe from dangerous criminals.

Therefore, the DPD has identified the need for a FARO 3D visionary scanner. Having the 3D scanner readily accessible to our detective unit will allow us the ability to secure and process a crime or crash scene quickly, gather needed data of evidentiary value, expedite the resolution of cases, and provide a permanent record that can be virtually revisited at any time during the investigation or courtroom prosecution.

This project aligns with both federal and state program areas of law enforcement because the FARO 3D HW LS Focus S70 Scanner will allow our detectives to solve crimes in a timelier manner while bringing justice to victims and keeping the public safe from dangerous criminals.

Scope of Work

Upon funding, the DPD will use grant funds to purchase a FARO 3D HW LS Focus S70 scanner. Once the scanner is placed in service, our detectives should be able to solve crimes in a timely manner, bringing justice to victims and keeping the public safe from dangerous criminals.

The residents of the City of DeLand, the DPD, state prosecutors, the victims, and their families will all benefit from the purchase of this equipment. Our detectives will be able to solve crimes in a timely manner while collecting evidence that can be used at trial, thereby keeping the public safe from dangerous criminals and bringing justice to the victims and their families.

Deliverables will be completed in accordance with the agreement(s) between the City of DeLand and our vendor/provider. The minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report. Documentation will be maintained by the City of DeLand and/or implementing agency and will be made available at monitoring.

The City of DeLand will procure this equipment as a sole-source purchase in accordance with our purchasing policy. The city will issue a purchase order, obtain an invoice, and remit a cancelled check for reimbursement.

Appendix B - Deliverables

Award Number: 3B169
Recipient: City of DeLand
Award Title: C-3B169: DELAND CRIME SCENE PROCESSING
RESIDUAL
Award Period: 10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure crime scene scanner.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$56,387.00

Appendix C - Approved Budget

Award Number:	3B169		
Recipient:	City of DeLand		
Award Title:	C-3B169: DELAND CRIME SCENE PROCESSING RESIDUAL		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	\$56,387.00	\$0.00	\$56,387.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
LASER SCANNER FOCUS S 70	FARO 3D HW LS Focus S70 Scanner ships with: 1x Focus S70, 1x Quick Release, HDR photography, GPS, compass, altimeter (barometer), dual-axis compensator, Accessory Bay, 1x Power Block Battery, 1x Battery Power Dock, 1x Power Supply, 1x 32GB SD card and reader, 1x rugged transport case, calibration certificate, manufacturer warranty and a quick start guide. @ \$30,643.12	\$30,643.12	\$0.00	\$30,643.12
VR READY NOTEBOOK COMPUTER	ONE VR READY NOTEBOOK COMPUTER @ \$3,878.88	\$3,878.88	\$0.00	\$3,878.88
D. Equipment Subtotal:				\$34,522.00

E. Supplies

Item Name	Description	Grant Funded	Match	Total
3D AC LS Standard Carbon Fiber Tripod	3D AC LS Standard Carbon Fiber Tripod Carbon, super lightweight, highly stable, low vibration, customized for Focus scanners for perfect performance and increased durability. @\$803.99	\$803.99	\$0.00	\$803.99
3D Battery Power Block	3D Battery Power Block for Focus laser scanner and Freestyle. @ \$580	\$580.00	\$0.00	\$580.00
Koppa Target Set	80mm Koppa Target Set. A combination set of 12 x 80mm targets with rubber o-rings to secure the sphere to the 1/4" trajectory rods.	\$772.25	\$0.00	\$772.25

	All shipped in a plastic storage crate.@\$772.25			
Koppa Target w/Tripod	200mm Koppa Target w/Tripod Mount. A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with "KoppaTuff" coating. The first crate contains a 6-pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 ½-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone adapters, and a dozen 2" fender washers.@\$2,052.28	\$2,052.28	\$0.00	\$2,052.28
E. Supplies Subtotal:				\$4,208.52

H. Other Costs

Item Name	Description	Grant Funded	Match	Total
FARO Zone 3D Advanced Digital Download	FARO Zone 3D Advanced Digital Download Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance.@\$4832.98	\$4,832.98	\$0.00	\$4,832.98
SCENE Software License	SCENE Software License. Includes 1-year of standard maintenance. License container sold separately.@\$3,693.50	\$3,693.50	\$0.00	\$3,693.50
Site Training for 4 people	Site Training for 4 people. Includes training for 4 Trainees. Three-day course at a training facility provided by FARO that discusses FARO Laser Scanner with FARO Software, setup, and basic measurements. 4 Site Training @\$2,282.50 each = 9130.00	\$9,130.00	\$0.00	\$9,130.00
H. Other Costs Subtotal:				\$17,656.48

Appendix D: Award Contacts

Award Number: 3B169
Recipient: City of DeLand
Award Title: C-3B169: DELAND CRIME SCENE PROCESSING RESIDUAL
Award Period: 10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Dan Stauffer
Title: Chief Financial Officer
Address: 120 South Florida Avenue
DeLand, FL 32720
Phone: 386-626-7079
Email: staufferd@deland.org

Recipient Chief Official (CO)

Name: Robert Apgar
Title: Mayor
Address: 120 South Florida Avenue
DeLand, FL 32720
Phone: 386-626-7079
Email: apgarr@deland.org

Recipient Chief Financial Officer (CFO)

Name: Dan Stauffer
Title: Chief Financial Officer
Address:
DeLand, FL 32720
Phone: 386-626-7079
Email: staufferd@deland.org

Recipient Additional Point of Contact (POC)

Name: Carol Hunter
Title: Evidence Supervisor
Phone: 386-626-7450
Email: hunterc@deland.org

Appendix E: Special Conditions

Award Number: 3B169
Recipient: City of DeLand
Award Title: C-3B169: DELAND CRIME SCENE
PROCESSING RESIDUAL
Award Period: 10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0002 At the time of application, the recipient had not submitted a current EEO Plan (Utilization Report) to the Office of Criminal Justice Grants. The recipient must provide an EEO Plan to the Office of Criminal Justice Grants at monitoring.
- S0003 A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0001 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0001 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g1-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>)

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.
- Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.
- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gsl-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the recipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants

FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior

content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 16.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- 17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain;
 - 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).
- 18.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
 - 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
 - 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
 - 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- 19.0 Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 20.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.
- Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.
- 21.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCGJ.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held,

instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall

include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: Consideration re Change Order No. 4 – Melching Field Stadium Improvements.

DEPARTMENT: Public Service

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: Change Order 4, 22-097--Change Proposal Log, Change Order 4-CP Back up

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

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

In the ensuing time after the initial award of the project, there were three separate change orders approved by City Commission. This Change Order No. 4 is an aggregate of proposals submitted by Wharton-Smith to complete work on the Field in a timely and efficient manner.

Listed below are the components comprising change order # 4:

Change Order #4 Submittals

Submittal 15- Emergency Step lights in the seating area, replacement of code required exit signs & emergency lights (\$17,579.30)

Submittal 19- Remove epoxy and correct reverse slope and improve drainage in the concourse area; repair storm damaged stucco (\$7,881.23)

Submittal 30- horizontal pipe support in the outfield at the bottom of 8' fence panels and at 3' above grade at the bullpen openings. (\$9,336.45)

Submittal 31- Replace green wire fabric with black fence fabric at the guard rails in seating area (\$7,257.01)

Submittal 32- Remove shrubs and fence, grade berm area, install warning track material north of batting cage (\$10,594.58)

Submittal 33- WSI agrees to share in the expense and return of one third of the cost for the new foul poles. *credit* of (\$11,770.64)

Submittal 34- Stucco repair on stadium exterior walls (\$11,299.27)

Total Change Order Costs:\$52,177.20

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Preserving "Sense of Community", High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The programming for the overall Melching Field Project incorporated a contingency fund for change orders. An Amendment to the contract between Stetson and the City was the subject of a Request for

Commission Action which was approved at the December 19th, 2022 commission meeting. The amendment allowed for the cap on expenses related to this project to be raised from \$6,633,678 to \$8,200,000. This amendment covers this change order # 4 and evenly splits the obligation between the City and Stetson University. Upon approval of change order No. 4, the updated contract cost shall be \$3,769,492.33. These change order items were all anticipated/accounted for in the December 2022 budget amendment and there is no adjustment required of the overall \$8.2 million project budget.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order # 4, in the amount of \$52,177.20 for the Melching Field Stadium Improvements Contract.

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 4

Date: February 6, 2023

Project: Melching Field Stadium Improvements

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

Description: Submittals 15, 19, 30, 31, 32, 33 & 34 as detailed in Change Proposals submitted by Wharton- Smith and attached to this Request for Commission Action.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....	\$2,376,680.00
Change Order No. 1.....	\$184,881.91
Change Order No. 2.....	\$365,178.73
Change Order No. 3.....	\$790,574.49
This Change Order No. 4.....	\$52,177.20
Adjusted Contract Cost.....	\$3,769,492.33

ENGINEER'S CERTIFICATION:

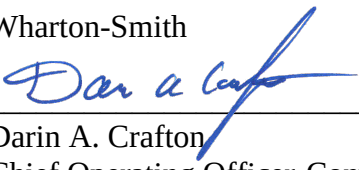
I hereby certify that, in my considered professional opinion, the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding.

Chad A. Gamble, P.E.
Public Services Director

Date

CONTRACTOR ACCEPTANCE:

Wharton-Smith



Darin A. Crafton
Chief Operating Officer-Commercial

1/30/2023

Date

CITY OF DELAND, FLORIDA

Christopher M. Cloudman
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date



City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 15-Investigate the existing Life Safety including the step lights in the seating area. Replace exit signs, emergency exit lights(bug eyes) though the facility in preparation for the Fire Marshall inspection. Remove existing step lights and replace with new LED fixtures, replace the inverters and wiring as needed.						
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12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Electrical	LS	1	\$ 16,639.19	\$ 16,639.19	Calkins
16	2		LS	0	\$ -	\$ -	
17	3		LS		\$ -	\$ -	
18	4		LS		\$ -	\$ -	
19	5		LS		\$ -	\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43	SUB-TOTAL COSTS					\$ 16,639.19	
44	WSI Fee & Bond-5.65%					\$ 940.11	
45					\$ 17,579.30		1/10/2023



Proposal

To: Wharton-Smith
750 Monroe Road
Sanford, Florida

Attention: Ray Bowen
 Bid Date: January 10, 2023

Melching Field; Emergency Lighting

Calkins Electric proposes to furnish all labor and material necessary to provide the electrical installation for the Melching Field located in Deland, FL. The price for the work described above will be as follows:

Calkins proposes to provide labor and material to complete the following

Description	Unit			
Stair lights	28			
Emergency lights (Dbl Head only)				
Remote	9			
B2 Grounding	1			
Emergency lights (Dbl Head w/pwr pack)	9			
Emer/Exit combo	2			
Ceiling Bodine	2			
Battery packs	5	Material	Labor	Total
		\$7,629.19	\$9,010.00	\$16,639.19

Accepted by:

Calkins Electric Construction Company

 Date

CALKINS ELECTRIC CONSTRUCTION COMPANY
 STATE LICENSE #EC0001726
 530 South Woodland Blvd • DeLand, FLORIDA 3272089
 386-734-6751 • FAX 386-736-9715

Page 1 of 1



City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 19-remove epoxy and correct reverse slope in concrete. Also, complete the storm damage stucco.						
2							
3							
4							
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9							
10							
11							
12	The Contract Time Extension due to this change order is 0 calendar days.						
13							
	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Correct 50 SF of negative slope on the existing concrete	LS	1	\$ 3,845.75	\$ 3,845.75	Western Water
16	2	Repair storm damage stucco	LS	1	\$ 3,614.00	\$ 3,614.00	Western Water
17	3		LS		\$ -	\$ -	
18	4		LS			\$ -	
19	5		LS			\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43							
44	SUB-TOTAL COSTS					\$ 7,459.75	
45	WSI Fee & Bond-5.65%					\$ 421.48	
46					\$ 7,881.23		1/4/2023
47							

PROPOSAL/CONTRACT

Ray Bowen
Wharton - Smith, Inc
750 Monroe Road
Sanford, FL 32771

December 2, 2022

Concrete
Restoration

Masonry
Restoration

Stadium
Restoration

Balcony
Restoration

Plaza
Restoration

EIFS
Restoration

Historic
Restoration

Wall Coating

Caulking &
Sealants

Deck Coating

Planter
Waterproofing

Below Grade

Stone
Cleaning &
Restoration

Tuckpointing

Epoxy
Flooring

Cementitious
Coating

Post Tendon
Repair

Barrier
Tendon
Repair

Expansion
Joint
Restoration

Carbon Fiber

Epoxy
Injection

WE (Western) HAVE PREPARED A PROPOSAL FOR: **Melching Field stadium Improvements**

SCOPE OF WORK: We propose to furnish and install all necessary labor, materials, equipment, supervision, and insurance, as shown on the attached insurance addendum, to complete the following:



Crews shall prepare concrete deck surfaces for re-sloping as described in Work Item #1

1. Surface re-Sloping (2" Maximum thickness ~~200~~⁵⁰ Square Feet) :

- Per the site evaluation with the GC, 1 location was determined to have improper grading conducive to positive sloping. Chipping hammers will be used to remove the concrete down to satisfactory concrete or a maximum depth of 1" inch at 2 isolated locations.
- Scarfing will be utilized in order to prep the adjacent deck surfaces to a concrete surface profile 3-4 prior to concrete placement.
- These areas will then be poured, and hand troweled with a new BASF 1061 DR bag mix repair mortar. The configuration of the patch will match the existing as close as possible.
- Forms will be utilized in order to achieve positive sloping.

~~\$15,383.00~~ → \$3,845.75



Crews shall remove delaminated section of stucco to sound as described in Work Item #2

Concrete
Restoration

Masonry
Restoration

Stadium
Restoration

Balcony
Restoration

Plaza
Restoration

EIFS
Restoration

Historic
Restoration

Wall Coating

Caulking &
Sealants

Deck Coating

Planter
Waterproofing

Below Grade

Stone
Cleaning &
Restoration

Tuckpointing

Epoxy
Flooring

Cementitious
Coating

Post Tendon
Repair

Barrier
Tendon
Repair

Expansion
Joint
Restoration

Carbon Fiber

Epoxy
Injection

2. Stucco Patching:

- In order to properly repair these items, we will perform the following:
 - The damaged location will be removed back to the backup substrate. The backup substrate will be repaired as needed.
 - Once the backup surface is repaired, new stucco accessories will be installed per the industry standard where deemed necessary. Including but not limited to lathe, corner bead, expansion joint and trim. Composite trim pieces will be installed to prevent future rusting/spalling of the stucco. A new bag mix stucco mortar will be installed in multiple lifts per the manufacture recommendations. The new patch locations will match the existing as closely as possible.
 - The necessary access equipment to address work shall be provided by others.

\$3,614.00

~~**Total: \$18,997.00**~~



City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 30-in the outfield, add horizontal pipe support at the bottom of the 8' fence panels and at 3' above grade at the bull pen openings						
2							
3							
4							
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11							
12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Fencing	LS	1	\$ 8,837.15	\$ 8,837.15	All-Rite Fencing
16	2		LS		\$ -	\$ -	
17	3		LS		\$ -	\$ -	
18	4		LS			\$ -	
19	5		LS			\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43	SUB-TOTAL COSTS					\$ 8,837.15	
44	WSI Fee & Bond-5.65%					\$ 499.30	
45					\$ 9,336.45		12/21/2022
46							
47							



5115 Old Winter Garden Road
Orlando, Florida 32811
407-295-7093 Fax 407-292-8550

Proposal

To: Wharton-Smith Inc.
750 Monroe Road
Sanford FL 32771

Proposal # : 27065
Date: 12/21/2022

Attn: Ray Bowen

Description	Amount
Melching Field - Outfield Rails	
Add bottom rail at 6" above grade entire length of outfield.	8,837.15
Add midrail 3'4" above grade along bullpens.	

This proposal is valid for 30 days. Please contact your salesperson to proceed with work.

Salesperson: Dan Whitson
dan@allritefence.com

Non-Taxable Amount:	8,837.15
Taxable Amount:	0.00
Sales Tax:	0.00
Proposal Total:	\$8,837.15





City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 31-At the guard rails in the seating area, replace the green wire fabric with black fence fabric.						
2							
3							
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12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Fencing	LS	1	\$ 6,868.92	\$ 6,868.92	All-Rite Fencing
16	2		LS		\$ -	\$ -	
17	3		LS		\$ -	\$ -	
18	4		LS			\$ -	
19	5		LS			\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43							
44	SUB-TOTAL COSTS					\$ 6,868.92	
45	WSI Fee & Bond-5.65%					\$ 388.09	
46					\$	7,257.01	12/21/2022
47							



5115 Old Winter Garden Road
Orlando, Florida 32811
407-295-7093 Fax 407-292-8550

Proposal

To: Wharton-Smith Inc.
750 Monroe Road
Sanford FL 32771

Proposal # : 27064

Date: 12/21/2022

Attn: Ray Bowen

Description

Amount

Melching Field Handrail Fence

Remove & replace chain link fence on handrails in
grandstand, 230 LF +/-.

6,868.92

This proposal is valid for 30 days. Please contact your salesperson to proceed with work.

Salesperson: Dan Whitson
dan@allritefence.com

Non-Taxable Amount:	6,868.92
Taxable Amount:	0.00
Sales Tax:	0.00
Proposal Total:	\$6,868.92





City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 32-remove shrubs and fence, grade berm area, install warning track material north of batting cage.						
2							
3							
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11							
12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Sitework	LS	1	\$ 10,028.00	\$ 10,028.00	Harty Tractor
16	2		LS		\$ -	\$ -	
17	3		LS		\$ -	\$ -	
18	4		LS			\$ -	
19	5		LS			\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43	SUB-TOTAL COSTS					\$ 10,028.00	
44	WSI Fee & Bond-5.65%					\$ 566.58	
45					\$ 10,594.58		12/22/2022

HARTY

TRACTOR SERVICE, INC.

CP-32

QB-0006534

Physical Address
1331 Tractor Way
Orange City, Florida 32763

Phone: (386) 775-1005
Fax: (386) 775-3799

Mailing Address
P.O. Box 741674
Orange City, Florida 32774-1674

CHANGE ORDER #01

Submitted To: Wharton Smith, Inc.
750 Monroe Rd
Sanford, FL 32771

Date: December 21, 2022

Job Name: Melching Field Stadium
Improvements

Attn: Ray Bowen

Mobile: (407) 314-1422
Office: (407) 321-8410

E-mail: rbowen@whartonsmith.com

Scope: Misc T&M sheets dated 12/7 through 12/9

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Bid</u>	<u>Total</u>
<u>12/7/22 - remove fence & shrubs near west parking area on the 1st base side</u>				
a) foreman	8	HR	80.00 \$	640.00
b) operator	16	HR	65.00 \$	1,040.00
c) excavator	8	HR	95.00 \$	760.00
d) skid steer	8	HR	75.00 \$	600.00
subtotal. . . \$				3,040.00
<u>12/8/22 - move old crimson pile out of work area</u>				
a) foreman	3	HR	80.00 \$	240.00
b) operator	6	HR	65.00 \$	390.00
c) loader	3	HR	95.00 \$	285.00
d) skid steer	3	HR	75.00 \$	225.00
subtotal. . . \$				1,140.00
<u>12/8/22 - cut & grade area west of 1st base for sod and haul excess dirt to bullpen area</u>				
a) foreman	5	HR	80.00 \$	400.00
b) operator	10	HR	65.00 \$	650.00
c) loader	5	HR	95.00 \$	475.00
d) excavator	8	HR	95.00 \$	760.00
e) skid steer	5	HR	75.00 \$	375.00
subtotal. . . \$				2,660.00



12/9/22 - grade for crimson walk way, lay filter fabric, and place & grade crimson stone

a) foreman	8	HR	80.00	\$	640.00
b) operator	16	HR	65.00	\$	1,040.00
c) loader	8	HR	95.00	\$	760.00
d) skid steer	8	HR	75.00	\$	600.00

subtotal. . . \$ 3,040.00

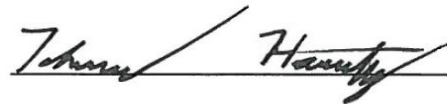
subtotal. . . \$ 9,880.00

payment & performance bond. . . \$ 148.00

Total This Change. . . \$ 10,028.00

Harty Tractor Service, Inc.

Submitted by:



Thaine Harty - Chief Estimator

Date:

December 21, 2022

Wharton Smith, Inc.

Accepted by:

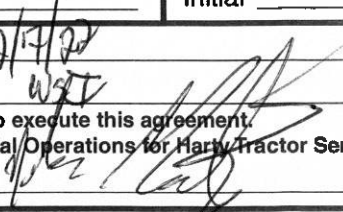
Signature

Printed Name and Title

Date

FIELD WORK AUTHORIZATION FORM

7251

Job Name: STETSON						
Tracking #		Date: 12-7-22		Time:		
PM Name:		Client: WARTON SMITH				
Scope of Work: REMOVE FENCE & SHRUBS NEAR WEST PARKING AREA 1 ST BASE SIDE						
EQUIPMENT TYPE		EQUIPMENT #	ESTIMATED HOURS	ACTUAL HOURS	COST/HOUR	TASK#
SKID STEER		8817	5	5		
MINI 50		8778	8	8		
CREW/EMPLOYEE NAME			ESTIMATED HOURS	ACTUAL HOURS	COST/HOUR	TASK#
RANDY						
RAY						
JOE						
MATERIAL TYPE		EST. QTY.	ACTUAL QTY.	UNITS	VENDOR	COST
SUBCONTRACTOR		WORK PERFORMED	EST. QTY.	ACTUAL QTY.	UNITS	COST
Authorization to proceed based on contractual unit price or contractual Overhead & profit %.		Authorization to proceed based on not to exceed price of:	Authorization to proceed based on a lump sum of:		Authorization to proceed based on actual cost plus 10% OH and 10% Profit	
Initial _____		Initial _____	Initial _____		Initial _____	
Authorization to Proceed: 		Date: 12/7/22		Company: WST		
Print Name & Title: NELSON, MARY SUPER		Signature: 				
Note: A) By signing above you are certifying that you are authorized by your company to execute this agreement. B) This Agreement is not valid until approved by the President or V.P. of Commercial Operations for Hart Tractor Services.						

FIELD WORK AUTHORIZATION FORM

7252

Job Name: STETSON
 Tracking # _____ Date: 12-8-22 Time: _____
 PM Name: NELSON Client: WSI

Scope of Work: CUT & GRADE AREA WEST OF 1ST BASE FOR SUD,
HAUL EXCESS DIRT TO BULL PEN AREA

EQUIPMENT TYPE	EQUIPMENT #	ESTIMATED HOURS	ACTUAL HOURS	COST/HOUR	TASK#
MINI	8778		5		
SKID STEER	8817		5		
LOADER	8727		5		

CREW/EMPLOYEE NAME	ESTIMATED HOURS	ACTUAL HOURS	COST/HOUR	TASK#
RANDY		5		
ROY		5		
JOE		5		

MATERIAL TYPE	EST. QTY.	ACTUAL QTY.	UNITS	VENDOR	COST	TASK#

SUBCONTRACTOR	WORK PERFORMED	EST. QTY.	ACTUAL QTY.	UNITS	COST	TASK#

Authorization to proceed based on contractual unit price or contractual Overhead & profit %. Initial _____	Authorization to proceed based on not to exceed price of: \$ _____ Initial _____	Authorization to proceed based on a lump sum of: \$ _____ Initial _____	Authorization to proceed based on actual cost plus 10% OH and 10% Profit Initial _____
---	--	---	---

Authorization to Proceed: _____ Date: 12/8/22
 Print Name & Title: Nelson Marky Super Company: WSI
 Note: A) By signing above you are certifying that you are authorized by your company to execute this agreement.
 B) This Agreement is not valid until approved by the President or V.P. of Commercial Operations for Harty Tractor Services.
 Signature: _____

FIELD WORK AUTHORIZATION FORM

7253

Job Name: <u>STETSON</u>			
Tracking #		Date: <u>12-8</u>	Time:
PM Name: <u>NELSON</u>		Client: <u>WSI</u>	

Scope of Work: MOVE OLD CRIMSON PILE OUT OF WORK AREA

EQUIPMENT TYPE	EQUIPMENT #	ESTIMATED HOURS	ACTUAL HOURS	COST/HOUR	TASK#
LOADER	8227		3		
SKID STEER	8817		3		

CREW/EMPLOYEE NAME	ESTIMATED HOURS	ACTUAL HOURS	COST/HOUR	TASK#
RANDY		3		
RAY		3		
JOE		3		

MATERIAL TYPE	EST. QTY.	ACTUAL QTY.	UNITS	VENDOR	COST	TASK#

SUBCONTRACTOR	WORK PERFORMED	EST. QTY.	ACTUAL QTY.	UNITS	COST	TASK#

Authorization to proceed based on contractual unit price or contractual Overhead & profit %. Initial _____	Authorization to proceed based on not to exceed price of: \$ _____ Initial _____	Authorization to proceed based on a lump sum of: \$ _____ Initial _____	Authorization to proceed based on actual cost plus 10% OH and 10% Profit Initial _____
---	--	---	---

Authorization to Proceed: _____ Date: 12/8/08
 Print Name & Title: [Signature] Company: WSI
 Note: A) By signing above you are certifying that you are authorized by your company to execute this agreement.
 B) This Agreement is not valid until approved by the President or V.P. of Commercial Operations for Harty Tractor Services.
 Signature: _____

FIELD WORK AUTHORIZATION FORM

7254

Job Name: STETSON							
Tracking #		Date: 12-9-22		Time:			
PM Name:		Client: WST					
Scope of Work: GRADE FOR CRIMSON WALK WAY, LAY FILTER FABRIC & PLACE & GRADE CRIMSON STONE							
EQUIPMENT TYPE		EQUIPMENT #		ESTIMATED HOURS		ACTUAL HOURS	
SKID STEER		8817				6	
LOADER		8727				4	
CREW/EMPLOYEE NAME				ESTIMATED HOURS		ACTUAL HOURS	
RANDY							
RAY							
JOE							
MATERIAL TYPE		EST. QTY.	ACTUAL QTY.	UNITS	VENDOR	COST	TASK#
SUBCONTRACTOR		WORK PERFORMED		EST. QTY.	ACTUAL QTY.	UNITS	COST
Authorization to proceed based on contractual unit price or contractual Overhead & profit %.		Authorization to proceed based on not to exceed price of:		Authorization to proceed based on a lump sum of:		Authorization to proceed based on actual cost plus 10% OH and 10% Profit	
\$ _____		\$ _____		\$ _____			
Initial _____		Initial _____		Initial _____		Initial _____	
Authorization to Proceed: <i>Nelson Randy</i>				Date: 12/7/22			
Print Name & Title: Nelson Randy SUPER				Company: WST			
Note: A) By signing above you are certifying that you are authorized by your company to execute this agreement. B) This Agreement is not valid until approved by the President or V.P. of Commercial Operations for Harty Tractor Services.							
				Signature: <i>[Signature]</i>			



City of Deland
Melching Field Site Improvements

PO # 22-000698

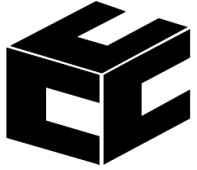
#	DESCRIPTION						NOTES
1	Change Proposal # 33-WSI agrees to share in the expense and return one third of cost for the new foul poles						
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Foul Poles-share costs	LS	1	\$ (11,770.64)	\$ (11,770.64)	WSI
16	2		LS		\$ -	\$ -	
17	3		LS		\$ -	\$ -	
18	4		LS			\$ -	
19	5		LS			\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43							
44	SUB-TOTAL COSTS					\$ (11,770.64)	
45	WSI Fee & Bond-included above					\$ -	
46					\$	(11,770.64)	1/3/2023
47							



City of Deland
Melching Field Site Improvements

PO # 22-000698

#	DESCRIPTION						NOTES
1	Change Proposal # 34-Cost to repair stucco on stadium exterior walls in multiple locations. Locations include around hose bibs & ADA walkway.						
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13	The Contract Time Extension due to this change order is 0 calendar days.						
14	ITEM #	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL	
15	1	Stucco Repairs	LS	1	\$ 10,695.00	\$ 10,695.00	Collins
16	2		LS			\$ -	
17	3		LS			\$ -	
18	4		LS			\$ -	
19	5		LS			\$ -	
20	6					\$ -	
21	7					\$ -	
22	8					\$ -	
23	9					\$ -	
24	10					\$ -	
25	11					\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29						\$ -	
30						\$ -	
31						\$ -	
32						\$ -	
33						\$ -	
34						\$ -	
35						\$ -	
36						\$ -	
37						\$ -	
38						\$ -	
39						\$ -	
40						\$ -	
41						\$ -	
42						\$ -	
43							
44	SUB-TOTAL COSTS					\$ 10,695.00	
45	WSI Fee & Bond-included above					\$ 604.27	
46					\$	11,299.27	1/9/2023
47							



Collins Construction & Company, LLC.
9 Sunshine Boulevard
Ormond Beach, FL 32174
Ph: 386.615.1967 Fx: 386.615.9953

WORK ORDER PROPOSAL

NUMBER	1
DATE	12/19/2022
JOB NAME	Stetson College
LOCATION	Deland, FL

To: Wharton Smith

Attn: Luke Green

Fax: _____

We hereby agree to preform the work) specified below:

Scope of Work: Exterior stucco and EIFS repairs to municipal staduium.

- Demo all rotten wire lath attached to the side walls of disabled ramp & clean up work area.
- Power wash walls:
- Install PVC accessories
- Apply bonding agent
- Apply stucco; scratch, brown and finish coats to matching existing texture.
- Clean up jobsite.
- Fix hole on top of wall facing the field.
- Apply mesh and base coat.
- Apply synthetic finish.
- Cut and replace damaged EIFS bands around seating area of stadium.
- Apply mesh and base coat.
- Apply synthetic finish.
- Clean up.

▪ Time required to perform this scope of work

▪ Proposal valid for 30 days with written acceptance provided progression of work does not change this scope.

▪ This proposal is based upon a 40-hour work week during normal business hours. No night work, shift work, overtime or accelerated work.

▪ This subcontractor shall not be liable for delays in delivery, allocations, or failure to manufacture or deliver material due to any causes beyond its reasonable control.

▪ We agree hereby to provide the work) specified above at this price > > **\$ 10,695**

Accepted by: _____

Name

Signature

Date

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: Consideration re Change Order No. 1, Aviation T-Hangars.

DEPARTMENT: Public Service

PREPARED BY: Chad Gamble, Public Services Director

ATTACHMENTS: CHANGE ORDER NO. 1-- T-HANGARS

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

At the June 6, 2022 Commission meeting an agreement was approved accepting FDOT grant Amendment #1 in the amount of \$2,045,000 to design and construct T-Hangars in the East Hangar Complex at the DeLand Airport. At the November 7th Commission meeting, Amendment #2 was approved adding \$600,000 of FDOT funding to the project budget. The third amendment to the FDOT agreement increased the grant budget an additional \$350,000 to permit the construction of 20 T-hangars, which was included as an alternate on the original bid. Crunch Construction was notified shortly after award of the base bid that alternate No. 1 would be awarded to them once grant funding was in place.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

New Business Development, High Value Government

SUSTAINABILITY:

Awareness of Community Demographic Trends and Service Demands

FISCAL IMPACT:

The revised grant breakdown of funding is as follows; Total FDOT contribution is \$2,995,000, total City contribution is \$748,750. Both the grant amount and City's match, along with the project's costs, are included in the FY 22/23 budget for the Airport.

RECOMMENDATION:

Staff recommends that the City Commission approve the attached Change order No. 1 to Crunch Construction in the amount of \$ 861,500.00

BACKGROUND/DISCUSSION:

N/A

CHANGE ORDER NO. 1

Date: February 6, 2023

Project: Aviation T-Hangar and Box Hangar Facilities

Contractor: Crunch Construction, Inc
375 Fentress Blvd
Daytona Beach, FL, 32114

Description: Addition/Award of Bid Alternate No. 1

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....	\$2,620,022.89
This Change Order No. 1.....	\$861,500.00
Adjusted Contract Cost.....	\$3,481,522.89

ENGINEER'S CERTIFICATION:

I hereby certify that, in my considered professional opinion, the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding.

Chad A. Gamble, P.E.
Public Services Director

Date

CRUNCH CONSTRUCTION, INC

Bryan Collyer
President

Date

CITY OF DELAND, FLORIDA

Christopher M. Cloudman
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: Consideration re Grant of Temporary Easement Agreement from the DeLand Arboricultural Partnership.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Temporary Easement Agreement

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

Approval by the City Commission of a Grant of Temporary Easement Agreement from the DeLand Arboricultural Partnership is requested.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

None. The grant of easement will be a donation to the City.

RECOMMENDATION:

City staff recommends that the City Commission approve the proposed Grant of Temporary Easement Agreement from the DeLand Arboricultural Partnership.

BACKGROUND/DISCUSSION:

This action relates to the Municipal Airport, the City of DeLand Airport Industrial Park and the Northwest Industrial Business Park Access Road project. The Deland Arboricultural Partnership is the owner of real property located generally to the north and west of the Industrial Business Park, about 81 acres in size. Currently, there is no roadway connection between the Industrial Business Park and the 81 acres. The City has contracted with GPS Civil Construction, Inc. to construct a road and associated stormwater facilities which will connect the Industrial Business Park to State Road 11.

Due to conflicts between existing 12" water main and proposed side drains/swale along State Road 11, the redesign of a swale was required and additional storm structures and pipes along State Road will be provided as part of the process 11. Due to the limited size of the State Road 11 right-of-way available within which to perform construction work, a temporary construction easement from The Deland Arboricultural Partnership is required in order to accomplish needed grade transition during the course of the road construction project.

The Deland Arboricultural Partnership agreed to grant the needed temporary construction easement to the City

without cost (which easement area is 577 feet long by 25 feet wide). The use of that property will allow the City:

- (1). To remove and replace the existing fence.
- (2). To grade the proposed ditch and install stormwater piping and structures along State Road 11.
- (3). To provide a temporary storage easement for a staging area to store the City's construction materials for the construction of the Access Road.

PREPARED BY AND RETURN TO:
Meg s. Hixon, Esq.
Orr, Cook, Fix & Stewart, PLLC
The Bank of America Tower
50 North Laura Street Suite 1675
Jacksonville, FL 32202

TEMPORARY EASEMENT AGREEMENT

THIS GRANT OF TEMPORARY EASEMENT AGREEMENT (“Easement”) is made and effective this ____ day of _____ 2023 (the “Effective Date”), by and between **THE DELAND ARBORICULTURAL PARTNERSHIP**, a Florida limited partnership, having an address at 1306 N. Stone Street, Deland, Florida 32720 (hereinafter “DAP”), and **CITY OF DELAND**, a Florida municipal corporation, whose mailing address is 120 South Florida Avenue, Deland, Florida 32720 (hereinafter the “CITY”).

R E C I T A L S

A. The CITY is the owner of that real property commonly referred to as the De Land Municipal Airport, the City of DeLand Airport Industrial Park, and the Northwest Industrial Business Park Access Road, collectively identified herein as the "Industrial Park"; and

B. DAP is the owner of that real property located generally to the north and west of the Northwest Industrial Business Park, consisting of approximately 81 acres of property (the "DAP Property"); and

C. Currently, there is no roadway connection between the Industrial Park and the DAP Property, and the CITY has contracted with GPS CIVIL CONSTRUCTION, INC., a Florida corporation (“Contractor”) to build a road and associated stormwater facilities, connecting the Industrial Park to State Road 11 ("DeLand Airport Northwest Industrial Business Park Access Road"); and

D. The CITY has requested and DAP has agreed to: (i) allow the CITY to remove and replace existing fence; (ii) grade the proposed ditch and install stormwater piping and structures along State Road 11; and (iii) provide a temporary storage easement for a staging area to store the CITY’S construction materials for the construction of DeLand Airport Northwest Industrial Business Park Access Road over and across a portion of DAP’s Property (collectively, the “Permitted Easement Activities”); and

E. DAP, in its efforts to minimize negative impact of construction activities, has agreed to provide a temporary easement for the Permitted Easement Activities; and

F. DAP and the CITY have agreed to enter into this Temporary Easement Agreement to utilize a 577 foot long by 25 foot wide portion of the DAP Property depicted on Exhibit “A” (the “Easement Area”) for the Permitted Easement Activities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration as hereinafter set forth, the receipt and

sufficiency of which are hereby acknowledged by the parties hereto, it is therefore understood and agreed as follows:

1. **Recitals.** All of the foregoing recitals are true and correct.
2. **Grant of Easement.** DAP grants and conveys to The CITY, its successors, assigns, invitees, licensees, contractors and agents, a temporary easement over the Easement Area for the purpose of (i) removal and replacement of existing fence; (ii) grade the proposed ditch and install stormwater piping and structures along State Road 11; and (iii) provide a staging area to store construction materials of the CITY for the construction of the DeLand Airport Northwest Industrial Business Park Access Road in accordance with plans approved by the CITY and DAP.
3. **Reservations by DAP.** DAP hereby reserves the right to use the Easement Area for any use or purpose which does not materially obstruct the CITY from using the Easement Area for the purposes described herein above and may have access to the Easement Area for such purposes.
4. **Parking.** Neither the CITY nor any successors, assigns, invitees, licensees, contractors or agents of the CITY shall have the right to park any vehicles on the Easement Area except so long as may be reasonably necessary to load and unload such vehicles, unless first approved in writing by DAP.
5. **Surface Waters.** Neither the CITY nor any successors, assigns, invitees, licensees, contractors or agents of the CITY shall disturb the existing surface waters on DAP Property and the Easement Area.
6. **Compliance With Laws.** The CITY shall comply with all governmental or quasi-governmental laws, ordinances, rules, regulations of every kind pertaining to the CITY'S use and occupancy of the Easement Area and all construction contemplated herein, including, without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. The CITY will not commit or suffer any waste of the Easement Area and will not use or permit any use of the Easement Area to be used for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which the Easement Area is subject.
7. **Insurance.** The CITY shall require all of its contractors using the Easement Area for staging and/or storage purposes to obtain and keep in force general liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and \$4,000,000.00 umbrella with general environmental pollution coverage, at all times during the period of contractual obligations and the term of this Easement. The CITY shall promptly deliver written evidence of such insurance to DAP prior to commencement of the use of the Easement Area in the form of a current certificate of insurance and DAP shall be listed as an additional insured (instead of a certificate holder) on the certificate of insurance.
8. **Duration of Easement.** This Easement shall automatically terminate, without notice or any further action required of either party, and be of no further force or effect as of six

(6) months from the Effective Date (the “Termination Date”). Upon such termination, no party hereto shall have any further rights, obligations or liabilities hereunder; provided, however, that the restoration and repair obligations contained in Section 8 and the indemnification contained in Section 9 of this Easement shall survive any termination, cancellation or expiration of this Easement. The CITY agrees that the CITY shall, upon written request by DAP, execute and deliver to DAP a recordable document confirming the termination of this Easement.

9. **Restoration and Repair; Pre- and Post-Construction Inspections.** The CITY shall exercise a reasonable degree of care to prevent any damage to the Easement Area, and within thirty (30) days after the Termination Date, the Easement Area shall be returned to DAP in the same condition and state of repair as such property is in on the date hereof. The provisions of this Section 8 shall survive the termination of this Easement.

10. **Remedies and Enforcement.**

a. In the event of a breach by DAP or the CITY of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

b. In addition to all other remedies available at law or in equity, upon the failure of a defaulting party to cure a breach of this Agreement within thirty (30) days following written notice thereof by the other party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the other party shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party ten (10) days after delivery of written demand for the reasonable costs thereof (together with interest thereon until paid at the rate of eighteen percent (18%). A non-defaulting party shall be entitled to record a claim of lien against the property of a defaulting party if the defaulting party does not pay to the non-defaulting party his reimbursement or share of the maintenance, repair or reconstruction costs, as applicable, within thirty (30) days from the date that the non-defaulting party delivers to the defaulting party an invoice therefor.

c. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

11. **Covenant of the CITY; Indemnity.** The CITY hereby agrees to indemnify and hold DAP harmless from any personal injury and/or property damage claims, including attorneys’ fees and court costs, actually incurred by DAP as a result of the negligent acts or omissions or misconduct of the CITY or any of its successors, assigns, invitees, licensees, contractors and agents in connection with the use of the Easement granted hereby. The foregoing indemnity and hold harmless obligation of the CITY is limited to the sum of \$200,000 per person and \$300,000 per occurrence, or such other amount as may be set forth from time to time as for the limited waiver of sovereign immunity for tort claims in Section 768.28, Florida Statutes, inclusive of any attorney fees and costs associated with any claims. Moreover, nothing

in this Section 11 or any other provision of this Easement is intended to be a waiver of the CITY's sovereign immunity.

12. **Construction Liens.** The CITY shall have no authority, express or implied, without the express written consent of DAP, to create or place or cause to be created or placed, any mechanic's, materialmen's or other lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the Easement Area and/or the interest of DAP in the Easement Area or surrounding property of DAP for any claim in favor of any person dealing with the CITY and/or the CITY'S Property, including, without limitation, those who may furnish materials or perform labor for any construction or repairs for the CITY. Any violation of the foregoing shall be deemed a default of this Easement.

13. **Default.** In the event of any default by a party under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance.

14. **Running of Benefits and Burdens.** All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto for the duration of this Easement; provided, however, the CITY may not assign this Easement, in whole or in part, without the written consent of DAP, such consent in DAP's sole discretion.

15. **Notice.** The address of DAP and the CITY are as set forth in the initial paragraph. Either party may give written notice of change of address to the other. All notices shall be sent by overnight delivery or U.S. mail to the addresses provided for the parties listed above and shall be deemed given when received, for overnight delivery, and when placed in the mail, for notice by mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

16. **Entire Agreement.** The parties hereto agree that the entire agreement between the parties with respect to the use by the CITY of the DAP's Property is set forth in this instrument. This instrument may be amended and/or extended only by an instrument in writing and signed by DAP and the CITY (or their successors and assigns). No change in the terms of this Easement may be made unless it is in writing and signed by all parties.

17. **Attorneys' Fees.** In the event a party institutes legal action under this Easement against the other party, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs for pretrial preparation, trial and appeal.

18. **Waiver.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

19. **Radon.** 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 gas and radon testing may be obtained from your county health department.

20. **Hazardous Materials.** The CITY shall not knowingly permit any hazardous substances to be brought upon, kept, or used in or about the Easement Area without the prior written consent of DAP.

21. **Miscellaneous.** In the event any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability or unenforceability shall not affect any other provision of this Easement, but this Easement shall be construed as if such invalid, illegal, unconscionable, or unenforceable provisions had never been contained herein. This Easement shall be governed by the laws of the State of Florida and the parties hereto agree that any litigation relating to this Easement shall be in a court located within Volusia County, Florida. This Easement may be executed in multiple counterparts but such multiple counterparts shall constitute a single agreement. Signatures of this Easement that are transmitted by either or both electronic means (including, without limitation, email) are valid for all purposes.

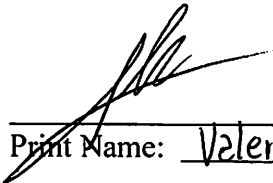
(Signature Pages to Follow)

IN WITNESS WHEREOF, DAP and the Contractor have hereunto set their hands and seals the day and year first above written.

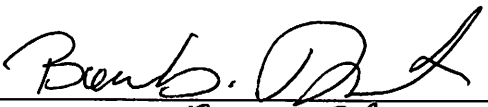
Signed, sealed and delivered
in the presence of:

"DAP"

**THE DELAND ARBORICULTURAL
PARTNERSHIP**, a Florida limited partnership

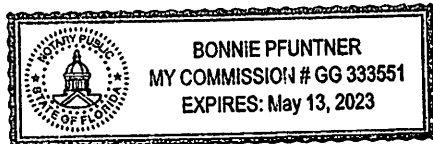

Print Name: Valeria Chica

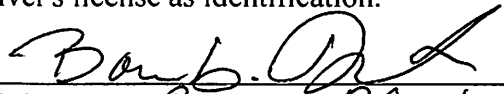
By: 
Name: Russell R. Skinner
Title: MANAGING MEMBER


Print Name: Bonnie Pfuntner

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 14th day of December, 2022, by Russell R. Skinner, the managing member of THE DELAND ARBORICULTURAL PARTNERSHIP, a Florida limited partnership, on behalf of said partnership. He/she is personally known to me or who has produced a driver's license as identification.




Print Name: Bonnie Pfuntner
Notary Public
My Commission Expires: 05/13/2023
Commission Number: GG333551

Signed, sealed and delivered
in the presence of:

“CITY”

CITY OF DELAND, a Florida municipal
corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of *(check one)* ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, the _____ of CITY OF DELAND, a Florida municipal corporation, on behalf of the corporation. He/she is personally known to me or who has produced a driver's license as identification.

Notary Public

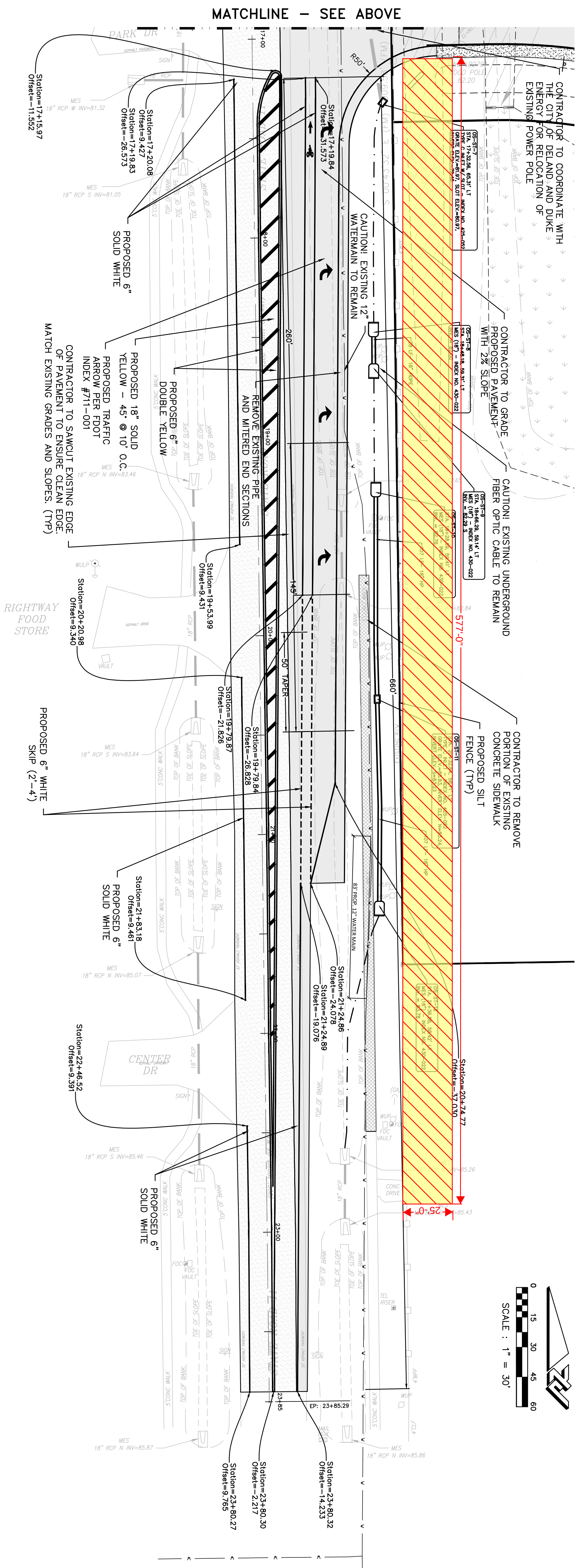
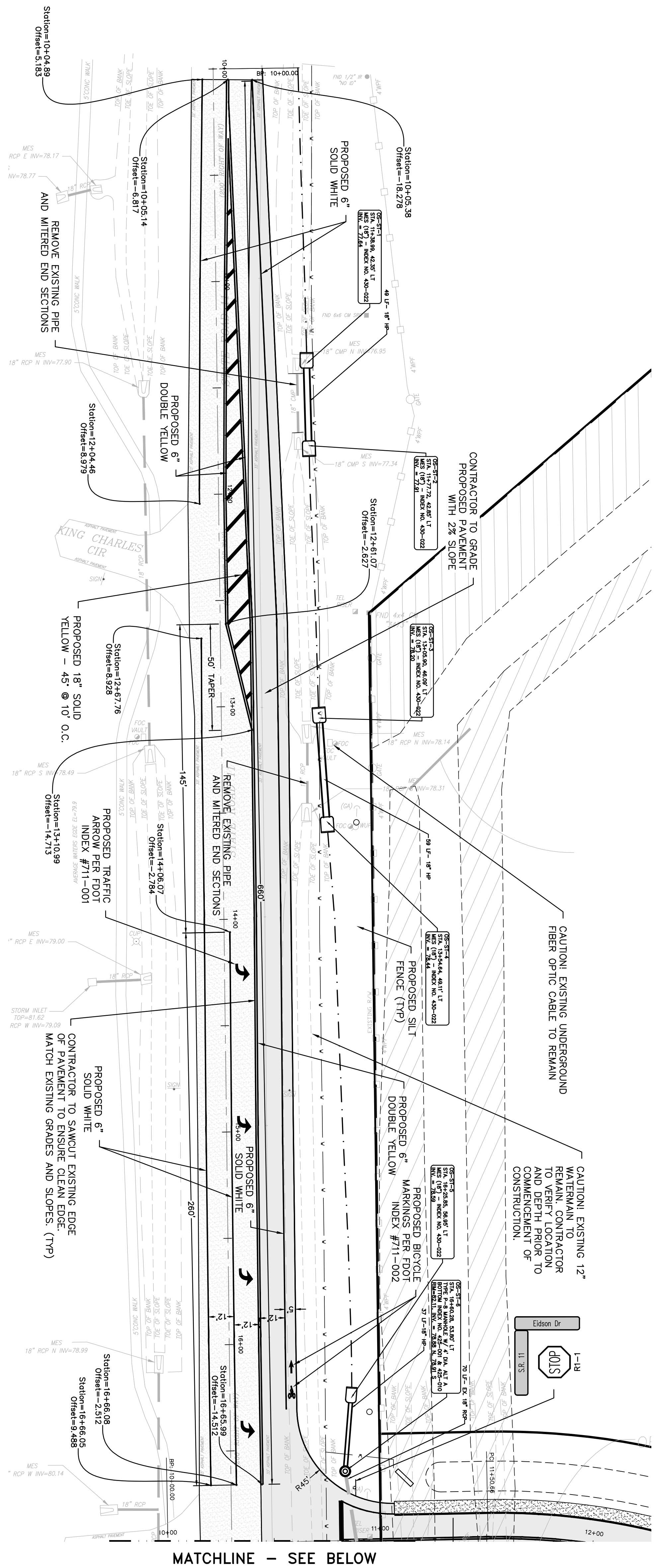
Name: _____

My Commission Expires _____

My Commission Number is: _____

EXHIBIT “A”
DEPICTION OF EASEMENT AREA

See Following Attachment



1. CONTRACTOR SHALL SUBMIT FOR REVIEW AND APPROVAL OF MAINTENANCE OF TRAFFIC PLAN.
2. CONTRACTOR SHALL CONFIRM LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. PROPOSED STRIPING SHALL INCLUDE RAISED PAVEMENT MARKERS PER FOOT INDEX #706.
4. SEE SHEET xxx FOR SIDE & CROSS DRAIN CROSSES-SECTIONS AND SWALE CROSSES-SECTIONS.

NO	DATE	BY	SUBMITTALS / REVISIONS
1	02-28-20	MLR	30% PLAN SUBMITTAL
2	04-10-20	MLR	60% PLAN SUBMITTAL
3	06-23-20	MLR	90% PLAN SUBMITTAL
4	09-11-20	MLR	100% PLAN SUBMITTAL
5	12-02-20	MLR	REVISED PER FOOT
6	12-22-20	MLR	REVISED PER FOOT AND CITY COMMENTS
7	01-24-21	MLR	REVISED PER CITY COMMENTS
8	03-09-21	MLR	REVISED PER FOOT COMMENTS
9	05-24-21	MLR	REVISED PER FOOT COMMENTS
10	09-24-21	MLR	REVISED PER CITY COMMENTS
11	07-23-21	EEB	REVISED PER FOOT COMMENTS
12	08-04-21	EEB	REVISED PER FOOT COMMENTS
13	11-01-21	MLR	REVISED PER FOOT COMMENTS

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION



**DELAND AIRPORT NW INDUSTRIAL
BUSINESS PARK ACCESS ROAD
ROADWAY PLANS
OFFSITE IMPROVEMENTS
PLAN - SR 11**

VOLUSIA COUNTY, FLORIDA

DRAWING FILE: DITCH REALIGNMENT
XREFS: 14167-BAS.DWG
XREFS:
MELIA L. RUSSELL, P.E. NO. 68857
MICHELLE KRANOWCZYK WICKICK, P.E. NO. 10
NOT VALID WITHOUT SEAL
SHEET: C19 OF 2

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: Second Reading of Ordinance No. 2023-02, Relating to Dog Friendly Restaurants.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: ORD-2023-02

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

Approval of a dog-friendly restaurant Ordinance is requested.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed Ordinance will keep the City in line with other local governments which allow City restaurants to permit pet dogs to accompany patrons and will enhance the ability of restaurants to flourish in the City's economy as well as provide another attraction to promote tourist visitors to the City.

RECOMMENDATION:

It is recommended that the City Commission approve the proposed Dog Friendly Restaurant Ordinance on second reading and enactment of the Ordinance.

BACKGROUND/DISCUSSION:

This version of the ordinance has several changes since first reading. The Florida Statute that provides for dogs being allowed to eat in outdoor areas of food service establishments requires that the operator obtain a permit from the municipality in which the establishment is located. In this version of the ordinance, there is no fee for obtaining the permit for a dog-friendly dining permit from the City, regardless of whether the restaurant has a current sidewalk cafe license. To charge \$50 likely would have cost more in administrative time than \$50. This version also gives the City Manager or his designee to set the annual renewal date for the permits (which will automatically renew subject to providing proof of insurance) with the current plan being that all dog friendly dining permits renewing on the same day each year for administrative efficiency.

Section 16-2 of the *City Code* currently relates to domestic animals in restaurants and provides that no dogs, cats or other animals or fowl shall be kept or allowed in any room in which food or drink is prepared, eaten or served. However, Section 509.032, *Florida Statutes*, provides that the Division of Hotels and Restaurants (Division) shall administer Chapter 509, *Florida Statutes*, relating to the inspection or regulation of public food service establishments such as restaurants and further provides, in Subsection (7) (a) for preemption by the

State in stating that “[t]he regulation of public lodging establishments and public food service establishments, including, but not limited to, sanitation standards, inspections, training and testing of personnel, and matters related to the nutritional content and marketing of foods offered in such establishments, is preempted to the State. . . . “

The Division has adopted the *Food Code* which is published by the U.S. Food and Drug Administration (FDA) which is a reference document that provides practical, science-based guidance and manageable, enforceable provisions for mitigating risk factors known to cause foodborne illness. The FDA, the Centers for Disease Control and Prevention and the Food Safety and Inspection Service of the U.S. Department of Agriculture jointly release the *Food Code* and encourage the adoption of the code by regulatory agencies. The *Food Code* is a model for safeguarding public health and ensuring food is unadulterated and honestly presented when offered to consumers. The *Food Code* is said to represent the FDA's best advice for a uniform system of provisions that address the safety and protection of food offered at retail and in food service.

Section 6-501.115 of the *Food Code* generally prohibits live animals on the premises of food service establishments except for:

- (1). Edible fish or decorative fish in aquariums, shellfish or crustacea on ice or under refrigeration, and shellfish and crustacea in display tank systems;
- (2). Patrol dogs accompanying police or security officers in offices and dining, sales, and storage areas, and sentry dogs running loose in outside fenced areas;
- (3). In areas that are not used for food preparation and that are usually open for customers, such as dining and sales areas, service animals that are controlled by the disabled employee or person, if a health or safety hazard will not result from the presence or activities of a service animal;
- (4). Pets in the common dining areas of institutional care facilities such as nursing homes, assisted living facilities, group homes or residential care facilities at times other than during meals under certain circumstances; and
- (5). In areas that are not used for food preparation, storage, sales, display or dining in which there are caged animals or animals that are similarly confined, such as in, a variety store that sells pets or a tourist park that displays animals.

Section 509.233, *Florida Statutes*, commonly known as the “*Dixie Cup Clary Local Control Act*,” grants Florida municipalities the authority to provide exemptions from Section 6-501.115 of the *Food Code*.

It is common for local governments to implement the *Dixie Cup Clary Local Control Act* and various restaurants located throughout the City of would like to have the ability to allow residents and visitors alike to bring their dogs to the outdoor seating areas. The provisions of the proposed Ordinance would be business friendly and dog friendly and allow patrons’ dogs to be present at the same location as their owners in outdoor seating areas of public food service establishments when their owners are dining.

The proposed Ordinance would provide for guidelines that protect the public health, safety and welfare while allowing restaurant patrons’ dogs within certain designated outdoor portions of public food service establishments upon the issuance of a permit by the City. The proposed Ordinance provides for permitting and application requirements, regulations upon the issuance of a permit, prohibited and unlawful actions and related matters such as permit revocation and enforcement processes should violations occur.

The proposed Ordinance will not be construed, interpreted or implemented in any manner that would conflict with the provisions of Section 413.08, *Florida Statutes*, relating to the rights and responsibilities of individuals

with a disability and the use of service animals, which State law, consistent with controlling Federal law, prohibits discrimination in public accommodations and provides for other matters relating thereto.

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, RELATING TO DOG FRIENDLY RESTAURANTS; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICATION REQUIREMENTS; PROVIDING FOR REGULATIONS; PROVIDING FOR PERMIT EXPIRATION, RENEWAL AND REVOCATION; PROVIDING FOR COMPLAINTS, REPORTING AND ENFORCEMENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, THE REPEAL OF SECTION 16-2 OF THE *CITY CODE* AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 509.233, *Florida Statutes*, the “Dixie Cup Clary Local Control Act,” grants municipalities the authority to provide exemptions from Section 6-501.115 of the *U.S. Food and Drug Administration Food Code*, as adopted and incorporated by the State of Florida Division of Hotels and Restaurants in Rule 61C-4.010(6), *Florida Administrative Code*; and

WHEREAS, the City Commission of the City of DeLand recognizes the fact that various restaurants located throughout the City of would like to have the ability to allow residents and visitors alike to bring their dogs to the outdoor seating areas; and

WHEREAS, the provisions of this Ordinance are enacted to recognize that it would be business friendly and dog friendly to enact regulations that allow patrons’ dogs to be present at the same location as their owners in outdoor seating areas of public food service establishments when their owners are dining while providing for guidelines that help protect the public health, safety, and welfare in accordance with State law; and

WHEREAS, while not a land development regulation and while the provisions of this Ordinance are police power regulations of the City, the provisions of this Ordinance are, indeed, consistent with the City’s *Comprehensive Plan*, are consistent with sound and generally accepted land regulatory practices and principles, and shall be codified in both the *Code of Ordinances* and the *Land Development Regulations* of the City as required by Section 509.233(2)(b), *Florida Statutes*; and

WHEREAS, this Ordinance is an exercise of the City of DeLand's powers as a municipality under the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable and controlling law such as that referenced herein; and

WHEREAS, the City Commission determines that the enactment of this Ordinance is in the best interests of the health, safety, and welfare of the citizens of the City of DeLand; and

WHEREAS, the City Commission has taken all actions in accordance with the requirements and procedures mandated by State law and complied, in every respect, with the requirements of law.

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

Section 1. Legislative Findings and Intent. The City Commission of the City of DeLand finds and determines as follows:

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) set forth herein as the legislative findings and intent of the City Commission.

(b). This Ordinance is enacted pursuant to the authority granted to local governments by Section 509.233, *Florida Statutes*, (commonly known as the “*Dixie Cup Clary Local Control Act*”), which grants the City the authority to provide exemptions from Section 6-501.115, *U.S. Food and Drug Administration Food Code*, as adopted and incorporated by the State of Florida Division of Hotels and Restaurants in Rule 61C-4.010(6), *Florida Administrative Code*, as amended from time-to-time, which prohibits the presence of live animals in public food service establishments. The purpose of this Ordinance is to allow patrons’ dogs within certain designated outdoor portions of public food service establishments, with permits, consistent with the Section 509.233, *Florida Statutes*. It is prohibited and unlawful for a dog to be in a public food service establishment unless allowed by State law and the public food service establishment has received and maintains an unexpired permit pursuant to this Ordinance allowing dogs in designated outdoor seating areas of the public food service establishment.

(c). This Ordinance shall not be construed, interpreted or implemented in any manner that would conflict with the provisions of Section 413.08, *Florida Statutes*, relating to the rights and responsibilities of individuals with disabilities and the use of service animals which prohibits discrimination in public accommodations and provides for other matters relating thereto as well as other applicable provisions of controlling law.

Section 2. Dog Friendly Public Food Service Establishments. New provisions of the *Code of Ordinances of the City of DeLand* are created and enacted to read as follows:

Definitions.

Dog means the domestic dog (*canis lupus familiaris* or *canis familiaris*) which is a domesticated canid, but shall not include a dog which is a "service animal" as defined in Section 413.08(1) (d), *Florida Statutes*.

Dog friendly restaurant means a public food service establishment which has been issued a permit under this Ordinance.

Employee or *employees* means but is not limited to, the owner or owners of the public food service establishment and those persons employed at the establishment in any capacity and in any type of legal relationship.

Public food service establishment which is also licensed as such an establishment pursuant to Chapter 509, Part I, Florida Statutes, means any restaurant, restaurant general, fast food restaurant or outdoor

seating area where food or drink is prepared, served, or sold for immediate consumption on or in the vicinity of the premises; called for or taken out by customers; or prepared prior to being delivered to another location for consumption.

Application requirements.

(a). Public food service establishments must apply for and receive a permit from the City before patrons' dogs are allowed in the designated outdoor seating areas. There shall be no fee required for the permit or the permit application. Permits shall expire annually on September 30 of each year, or on such other date as set by the City Manager or his designee, but shall automatically renew as set forth in this Ordinance. The application for a permit shall require such information from the applicant as is deemed reasonably necessary by the City to enforce the provisions of this Ordinance, but shall require, at a minimum, the following information:

- (1). The name, location, and mailing address of the public food service establishment.
- (2). The name, mailing address, and telephone contact information of the permit applicant.
- (3). A diagram and description of the outdoor seating area to be designated as available to patrons' dogs, including the following information; provided, however, that any designated outdoor seating area in a development order or development permit shall be recognized and approved pursuant and, although the diagram or plan must be accurate and to scale, it need not be prepared by a licensed professional or sealed by such a professional:
 - a. Dimensions of the designated outdoor seating area;
 - b. A depiction of the number and placement of tables, chairs, and restaurant equipment, if any;
 - c. The entryways and exits to the designated outdoor seating area;
 - d. The boundaries of the designated outdoor seating area and of other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-ways, including sidewalks and common pathways; and
 - e. Such other information required by the City.
- (4). A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor seating area if there is any such limitation proposed.
- (5). A copy of any other permits or approvals that may be required for the use such as, but not limited to, a sidewalk café permit as required by Section 26-9.5.

(b). Prior to the issuance of a permit, the applicant shall furnish the City with a signed and notarized statement that the permittee shall hold harmless and indemnify the City from any claims for damages to property or injury to persons which may be occasioned by any activity carried on under the terms of the permit.

(c). The permittee shall disclose such liability and property damage insurance as the applicant may have in place and provide the City with any changes to such insurance whenever a change occurs.

Regulations.

(a). Public food service establishments that receive a permit for a designated outdoor area pursuant to this Ordinance shall be subject to the following regulations:

(1). All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling dogs.

(2). Employees at a public food service establishment shall not touch, pet, or otherwise handle dogs while serving food or beverages or handling tableware.

(3). Patrons sitting or dining in a designated outdoor seating area shall be advised by notices posted in the areas of the establishment where patrons may wash their hands or use a hand sanitizer in the designated outdoor seating area.

(4). Each public food service establishment shall provide waterless hand sanitizers that are readily available to customers in the designated outdoor seating area.

(5). Employees and patrons at public food service establishments shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, lines, paper products or any other items involved in food service operations except for dog watering dishes that may be provided for dogs within the designated outdoor seating area.

(6). Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control in the designated outdoor seating area.

(7). Dogs shall not be allowed on chairs, tables, or other furnishings within the designated outdoor seating area.

(8). All table and chair surfaces within a designated outdoor seating area at a public food service establishment shall be cleaned and sanitized between the time when patrons are seated.

(9). Dog waste at the public food service establishment shall be cleaned immediately and the area sanitized. A kit with appropriate materials for this purpose shall be kept near the designated outdoor seating area.

(10). Notices reminding employees of the applicable regulations shall be posted by the public food service establishment on the premises of the public food service establishment in a conspicuous manner.

(11). Notices stating that a designated outdoor seating area is available for the use of patrons and patrons' dogs and advising patrons of the applicable rules shall be posted by the public food service establishment on the premises of the public food service establishment in a conspicuous manner.

(12). Dogs shall not be permitted by the public food service establishment to travel through indoor or non-designated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor seating portions of the public food service establishment must not require entrance into or passage through any indoor area of the food establishment.

(13). Permits shall be conspicuously displayed in the designated approved outdoor seating area by the public food service establishment.

(b). It is prohibited and unlawful for any public food service establishment or any employee of a public food service establishment to fail to accomplish an action required to be performed in this Ordinance, to fail to act in a manner required by this Ordinance or to commit an action that is prohibited by this Ordinance.

(c). It is prohibited and unlawful for a dog to be in a public food service establishment unless allowed by State law and the public food service establishment has received and maintains an unexpired permit pursuant to this Ordinance allowing dogs in designated outdoor seating areas of the public food service establishment.

Permit expiration, renewal, and revocation.

(a). A permit issued pursuant to this Ordinance shall expire automatically upon the sale of the public food service establishment, any change in the permittee under any State license or approval required for restaurants and shall not be transferred or transferable to a subsequent owner.

(b). The subsequent owner of any public food service establishment that is sold or has its ownership transferred in any manner shall reapply for a permit if the subsequent owner wishes to continue to accommodate and allow patrons' dogs in a designated outdoor seating area.

(c). Permits issued pursuant to this Ordinance shall automatically renew from year-to-year subject to the owner showing proof of holding \$1,000,000.00 in general liability insurance covering the premises by means of providing the City with a certificate of insurance in appropriate form. The automatic renewal shall not apply if the required State license or other authority has expired authorizing the operation of the restaurant and permits shall automatically terminate at such time as the required State license or other authority expires authorizing the operation of the restaurant.

(d). A permit issued pursuant to this Ordinance may be revoked by the City's special magistrate, upon a case being filed by City code enforcement personnel, if the public food service establishment fails to comply with any condition of approval, fails to comply with approved diagrams, fails to maintain any required State or local license, fails to pay the local business tax, or is found to be in violation of this Ordinance or any provision of a City code or ordinance. Notice of the permit revocation shall be given to the permit holder by City code enforcement personnel no less than 15 days prior to such revocation and shall state the grounds for revocation or termination. Notwithstanding the foregoing, if the grounds for permit revocation are a failure to maintain any required State or local license, the permit revocation may take effect immediately by the City Manager. The special magistrate may include in any order of revocation that the permittee may not apply for a new permit for a period of up to 90 days.

(e). Appeals shall be made to a court of competent jurisdiction in accordance with the provisions of controlling Florida law.

Complaints, reporting and enforcement.

(a). Complaints may be made in writing to a City code enforcement officer, which shall accept, document, and respond to all complaints and shall timely report to the State of Florida Division of Hotels and Restaurants all complaints and the enforcement responses to such complaints if requested in writing or required by the provisions of controlling law.

(b). The City shall provide the State of Florida Division of Hotels and Restaurants with a copy of all approved applications and permits upon request or if required by controlling State law.

(c). Violations of this Ordinance are punishable under the provisions of Section 1-6 of the *City Code* and may be enforced and are subject to the applicable code compliance procedures of the City and the provisions of controlling law. The provisions of this Ordinance may be enforced by the City utilizing any legal remedy or code enforcement process available under controlling Florida law. Any continuing violations of the terms, conditions, regulations, limitations, or provisions of this Ordinance may be enjoined and restrained by an injunctive order of the Circuit Court in appropriate proceedings instituted for such purposes. The City Attorney, with the concurrence of the City Manager, may initiate proceedings for the purposes of obtaining an injunction, restraining order, or other appropriate civil proceedings to prevent, enjoin, abate, or remove any violation of this Ordinance.

Section 3. Implementing Administrative Actions; Adoption Of Administrative Rules.

(a). The City Manager is hereby authorized and directed to implement the provisions of this Ordinance by the promulgation of rules and the development and usage of forms and processes all as may be deemed necessary or appropriate by the City Manager. This includes the authority set the a date upon which all permits issued pursuant to this ordinance shall renew and when proof of insurance shall be required, as well as any other matters which the City Manager deems necessary to effectuate the purpose of this Ordinance.

(b). The City Manager may delegate responsibilities arising under this Ordinance to such City employees as deemed appropriate and necessary.

Section 4. Savings. The prior actions of the City of DeLand in terms of the matters relating to the regulation of food service establishments, as well as any and all activities of the City of DeLand pertaining thereto or of an associated nature, are hereby ratified and affirmed.

Section 5. Conflicts; Repealer. All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed. Section 16-2 of the City Code is repealed.¹

Section 6. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 7. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions 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 the text of Sections 3 through 8 shall not be codified.

(b). The Code codifier is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable.

(c). In accordance with the City's ongoing codification program; the City Clerk-Auditor in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

¹ That provision reads as follows and the matter is controlled by State law:

Sec. 16-2. - Domestic animals in restaurants prohibited.

No dogs, cats or other animals or fowl shall be kept or allowed in any room in which food or drink is prepared, eaten or served.

Section 8. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 6th day of February, 2023.

Christopher M. Cloudman
Mayor – Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk-Auditor

Passed on first reading: January 17, 2023.

Adopted on second reading: February 06, 2023.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: First Reading of Ordinance Annexing 3.12 Acres of Property Located at 309 West Taylor Road.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Metes and Bounds Legal, AN22-244 Zoning and Location Map, AN22-244 Staff Report, AN22-244 Aerial Map, AN22-244 Survey 702000000800, AN22-244 Survey 702000000820, AN22-244 Survey 702000000860

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

This request is for the approval to annex three parcels and adjacent S. Clara Avenue right-of-way (from the roadway centerline west), totaling 3.12 acres, into the City of DeLand. The subject property, consisting of three contiguous parcels, is located at the northwest quadrant of W. Taylor Road (SR 15A)/S. Clara Avenue intersection. The proposed application is one of three under concurrent review for annexation, future land use amendment and rezoning.

The City's guidelines for annexation require a property be sufficiently **contiguous** to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be **reasonably compact, not circuitous, and not result in the creation of an enclave** if the annexation were approved. The subject property is contiguous to the City of DeLand to the west (via parcel 7020-00-00-0800) by +/-236-ft, south (via parcel 7020-00-00-0820) by +/-120-ft, and west (via parcel 7020-00-00-0820) by +/-180-ft. Parcel 7020-00-00-0860 would be contiguous through parcel 7020-00-00-0800. The property is reasonably compact and not circuitous. Annexation of the property would not create an enclave.

At the December 14, 2022 meeting, the Planning Board recommended approval of annexation, with no conditions of approval, by a vote of 7-0.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

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

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Inclusion of the properties onto the city's tax rolls would increase funds towards city services.

RECOMMENDATION:

It is recommended that the City Commission approve the annexation of the subject property into the city limits

on first reading and delay the adoption of the ordinance until the associated future land use amendment application is approved by the Volusia Growth Management Commission and brought back to the City Commission for 2nd reading.

BACKGROUND/DISCUSSION:

Mr. George Dennison, Esq., Dennison Matthews, PLLC, represents the owner of the property (Eastover Holdings, LLC). The applicant has applied for a land use amendment (SMLU22-246) as well as a rezoning to General Commercial (C-2) (Z22-248). A feasibility analysis was done as part of the review, which determined that public services are available if the property were to be annexed into the city.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ANNEXING THREE PARCELS OF LAND TOTALING APPROXIMATELY +/- 3.12 ACRES OF PROPERTY LOCATED AT 309 WEST TAYLOR ROAD; AMENDING CITY BOUNDARIES TO INCLUDE THE ANNEXED PROPERTIES; AFFIRMING COMPLIANCE WITH STATUTORY PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Petitioner, George Dennison II, Esq., on behalf of the owner, Eastover Holdings, LLC, submitted a petition for annexation of approximately +/- 3.12 acres of land located at 309 West Taylor Road; and

WHEREAS, the parcels to be annexed are undeveloped and heavily wooded; and

WHEREAS, The subject property is contiguous to the City of DeLand to the west (via parcel 7020-00-00-0800), to the south (via parcel 7020-00-00-0820), to the west (via parcel 7020-00-00-0820); parcel 7020-00-00-0860 would be contiguous through parcel 7020-00-00-0800. The property is reasonably compact and not circuitous and will not create an enclave, and otherwise meets the requirements of Chapter 171, Florida Statutes.

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

Section 1. The following described lands in Volusia County, Florida, for which a petition for annexation has been received from the Petitioner, George Dennison, II, Esq., on behalf of the owner, Eastover Holdings, LLC, totaling approximately +/- 3.12 acres, located at 309 West Taylor Road, is hereby annexed and made part of the City of DeLand, subject to the jurisdiction, obligations, benefits and privileges of property within the municipality:

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

Parcel Identification Nos. 7020-00-00-0800;
7020-00-00-0820; and
7020-00-00-0860

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

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

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

PASSED AND DULY ADOPTED this ____ day of _____, 2023.

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

LEGAL DESCRIPTION: AREA TO BE ANNEXED (WRITTEN)

THAT PART OF THE EAST 422.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RUN NORTH 01°10'12" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°47'12" WEST, ALONG THE NORTH R/W OF W. TAYLOR ROAD, A DISTANCE OF 422.04 FEET TO THE WEST LINE OF THE EAST 422.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, THENCE NORTH 01°10'12" WEST, ALONG SAID WEST LINE, A DISTANCE OF 236.45 FEET, TO THE NORTH LINE OF THE SOUTH 268.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE NORTH 90°00'00" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 163.00 FEET; THENCE NORTH 01°10'12" WEST, A DISTANCE OF 0.90 FEET;

THENCE NORTH 89°21'30" EAST, A DISTANCE OF 258.96 FEET TO THE EAST LINE OF SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 01°10'12" EAST, ALONG SAID EAST LINE, A DISTANCE OF 241.82 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 100700.4 SQUARE FEET, 2.312 ACRES.

AND

THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET OF THE EAST 544.5 FEET OF THE SOUTH ONE-HALF (S 1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4), SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. HAVING AN AREA OF 35095 SQUARE FEET, 0.806 ACRES.



City of DeLand
PLANNING BOARD
AN22-244
DECEMBER 14, 2022



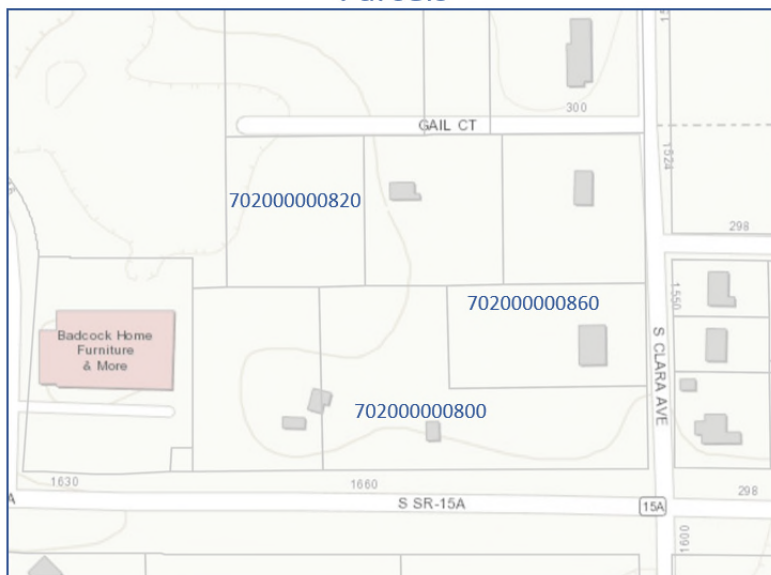
PLANNING DEPARTMENT STAFF REPORT TO PLANNING BOARD

December 14, 2022

APPLICATION: AN22-244

1. **Requested Action:** Annexation of property currently located in unincorporated Volusia County into the City limits of DeLand
2. **Location:** Northwest quadrant of West Taylor Road (SR 15A) & South Clara Avenue intersection
3. **Petitioner:** George Dennison II, Esq., Dennison Matthews, PLLC
4. **Owner:** Eastover Holdings, LLC
5. **Size of parcel(s):** ± 3.12 acres
6. **Parcel ID:** 7020-00-00-0800; 7020-00-00-0820; 7020-00-00-0860
Also: Adjacent right-of-way (ROW), eastern side

Parcels



Parcel ID Number	Acreage
702000000800	1.44
702000000820	0.81
702000000860	0.78
Adjacent ROW	0.09

7. **Land Use Designation & Zoning of Subject Property:**

Existing Future Land Use:

Parcel ID Number	Existing Land Use
702000000800	Volusia County (VC): Urban Medium Intensity (UMI)
702000000820	Volusia County (VC): Urban Medium Intensity (UMI)
702000000860	Volusia County (VC): Urban Medium Intensity (UMI)

Existing Zoning:

Parcel ID Number	Existing Zoning
702000000800	Volusia County: General Commercial (B-4)
702000000820	Volusia County: Urban Single Family Residential (R-4)
702000000860	Volusia County: Urban Single Family Residential (R-4)

Existing Use:

Parcel ID Number	Existing Use(s)
702000000800	Single-family home, vacant, civic group
702000000820	Vacant/undeveloped, single-family homes
702000000860	Vacant/undeveloped, single-family home

8. Surrounding Land Use & Zoning:

Parcel #702000000800

	LAND USE	ZONING
North:	VC: Urban Medium Intensity (UMI)	VC: Urban Single-Family Res (R-4)
South:	VC: Commercial City: Highway Commercial	VC: Heavy Commercial (B-5), City: Neighborhood Commercial (C-1)
East:	VC: UMI & VC: Commercial	VC: Heavy Commercial (B-5)
West:	City: Highway Commercial	City: General Commercial (C-2)

Parcel #702000000820

	LAND USE	ZONING
North:	VC: Urban Medium Intensity (UMI)	VC: Urban Single-Family Res (R-4)
South:	VC: Urban Medium Intensity (UMI) City Highway Commercial	VC: General Commercial (B-4) City: General Commercial (C-2)
East:	VC: Urban Medium Intensity (UMI)	VC: Urban Single-Family Res (R-4)
West:	City: Highway Commercial	City: Santa Cruz PD

Parcel #702000000860

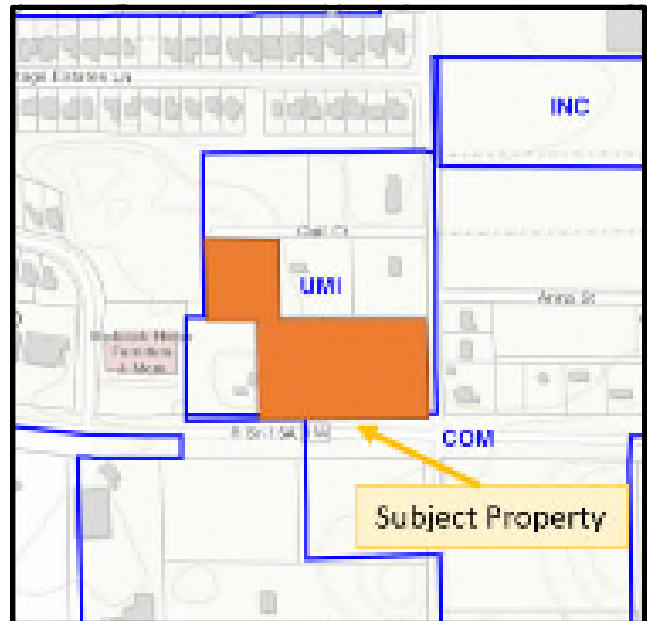
	LAND USE	ZONING
North:	VC: Urban Medium Intensity (UMI)	VC: Urban Single-Family Res (R-4)
South:	VC: Urban Medium Intensity (UMI)	VC: General Commercial (B-4)
East:	VC: Commercial	VC: Heavy Commercial (B-5)
West:	VC: Urban Medium Intensity (UMI)	VC: General Commercial (B-4)

9. Physical Characteristics: The proposed annexation consists of 3 parcels that total $\pm$ 3.03 acres, and will also include all of the adjacent S. Clara Ave and Florida Department of Transportation (FDOT) ROW between the S. Clara Ave centerline and the eastern boundaries of parcels 7020-00-00-0800 & 7020-00-00-0860.

The subject property does not appear to contain wetlands and does not lie within the 100-year flood zone. The parcels are currently vacant and undeveloped. A residential home was on parcel #702000000860; however, it has recently been demolished.

10. Public Services & Utilities: Existing city infrastructure and service availability were analyzed as part of this review. The City's Utilities Department confirmed that the closest water main is located on the north side of Taylor Road under the sidewalk and the closest sewer main is located on the north side of Taylor Road at the lift station. The Police Department stated that the appropriate police patrol zone will be determined for the properties; however, emergency response time and travel distance data had not been provided as of the time of this report. The Fire Department confirmed that fire protection service is available with an estimated response time of 5 minutes or less.

Outside agency coordination was also analyzed as part of this review. The County of Volusia Growth and Resource Management confirmed that none of the properties had been involved in code enforcement actions. Since access to the city's water and sewer mains exists, the Florida Health Department was not required to provide septic system and water well information.



11. Growth Management Plan Consistency: Concurrent with the proposed annexation are required applications for future land use amendments, from Volusia County UMI to City Highway Commercial, and zoning amendments, from Volusia County R-4 and Volusia County B-4 to City General Commercial (C-2).

To the north and west of parcel #702000000820 is the Santa Cruz Planned Development, which consists of 50-ft. wide single-family residential lots (excluding corner lots) and 4 commercial lots

(including the existing Badcock furniture store), which has a maximum of 38,700 commercial square-footage adjacent to Taylor Road. To the east of the respective parcel are two approximate 0.80-acre single-family residential units. To the south, with the exception of parcel #702000000800 that is part of this annexation application, the property is vacant and zoned C-2. On the north side, the property accesses Gail Court, which is a private road not maintained by the county or city.

To the north of parcels #702000000800 and #702000000800 are two approximate 0.80-acre single-family residential homes. To the east are three single-family residential homes ranging between 0.21 and 0.36 acres and zoned for commercial uses. The properties on the south and east sides are vacant and zoned for commercial uses. Both properties' east boundaries are adjacent to South Clara Avenue right-of-way. Additionally, the south side of property #702000000800 is adjacent to Taylor Road/SR 15A right-of-way.

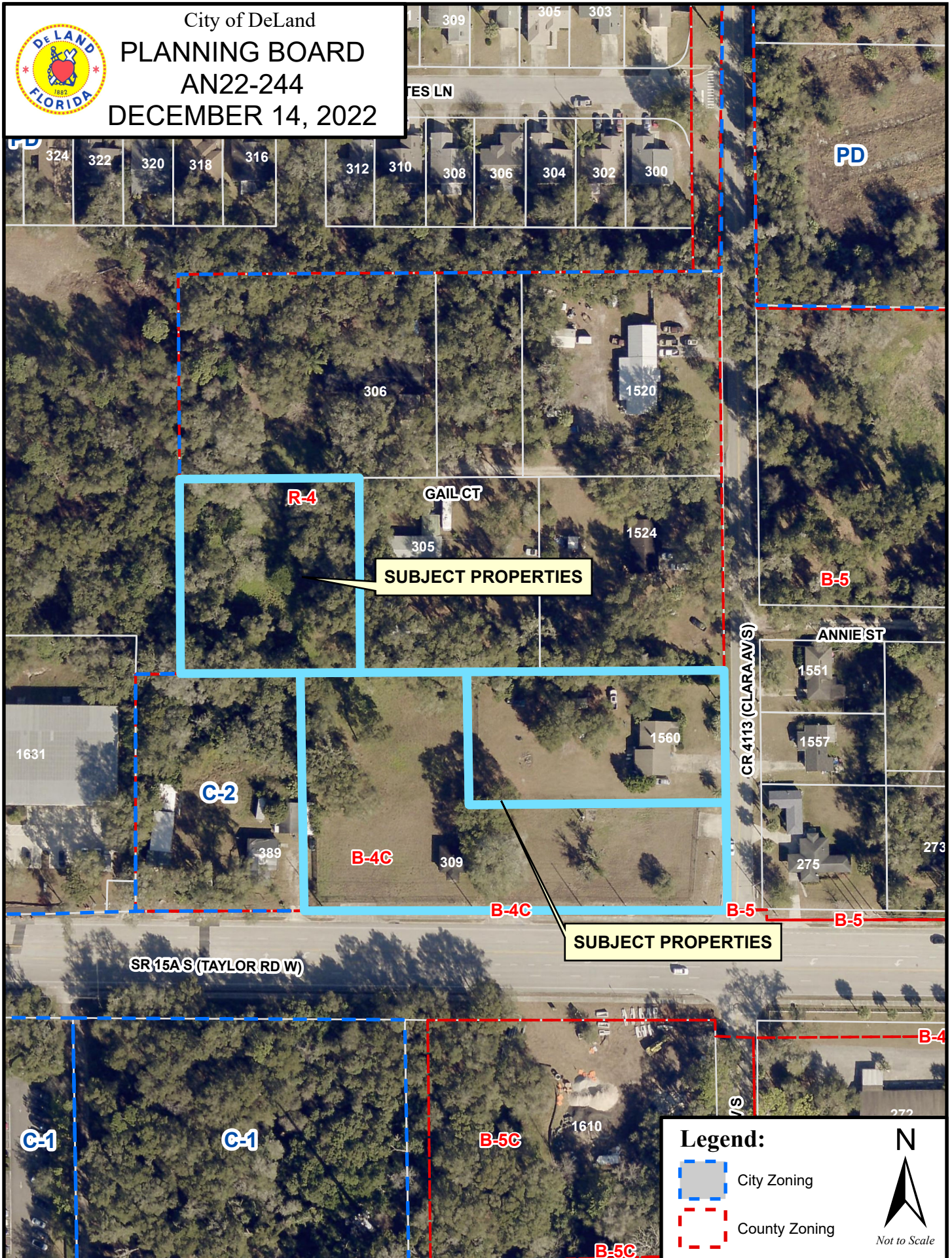
2. Analysis: The City's guidelines for annexation require a property be sufficiently contiguous to property already within the city limits and to be accessible to public services provided. In addition, the State requires the property be reasonably compact, not circuitous, and does not create an enclave. The subject property does not create an enclave, is contiguous to the City of DeLand, is reasonably compact and is not circuitous. Parcel #702000000820 is contiguous to the west by ± 196 -ft., parcel #702000000800 is contiguous to the west by ± 238 -ft. and to the south by ± 420 -ft. along the Taylor Road right-of-way, and parcel #702000000860 would be contiguous to the west through the annexation of parcel #702000000800, on of the parcels in this proposed annexation, to the south.

Recommendation: Staff recommends that the Planning Board forward this annexation petition to the City Commission, with a recommendation for approval.

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



City of DeLand
PLANNING BOARD
AN22-244
DECEMBER 14, 2022



LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND (OR 6848 PG 1001)

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC 20, TWP 17S, RNG 30E. AS BEING A BEARING OF "WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

SW CORNER OF THE SE 1/4 OF SEC 20, TWP 17S, RNG 30E.

66' ASPHALT PAVEMENT

2' CURB & GUTTER

CONC MEDIAN

W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

GAIL COURT

0' 30' 60'

S. CLARA AVENUE

"SOUTH" (D)
S 01°10'12" E(FM)R/W PER FDOT MAP
WPI NO. 5119202

ASPHALT PAVEMENT (WIDTH VARIES)

EAST LINE OF SE 1/4 OF SEC
20, TWP 17S, RNG 30E.POB
PARCEL 1
FND 4x4
METAL PLAT
FDOTSE CORNER OF SE 1/4 OF
SEC 20, TWP 17S, RNG 30E.

FLOOD CERTIFICATION:

(Per map dated February 19, 2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map Panel 470 of 930, Zone "X".

SYMBOLS :

- = REBAR FOUND (SIZE SHOWN HEREON)
- = 1/2" REBAR & CAP SET
- = 4x4" CONCRETE MONUMENT & CAP SET
- = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAIL FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAIL SET
- = IRON PIPE FOUND (SIZE SHOWN HEREON)
- ◆ = RAILROAD SPIKE FOUND
- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-642-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-642-21 M-

ABBREVIATIONS			
A=Arc Length AC=Acres A/O=Air Conditioning Unit ASP=Asphalt BFP=Back Flow Preventer BLDG=Building BLK=Block BM=Benchmark BLM=Benchmark (CALC)=Computed Data CATV=Cable TV Service CB=Catch Basin CB=Chord Bearing CHD=Chord Distance CLF=Chain Link Fence CMP=Corrugated Metal Pipe	CONC=Concrete COR=Corner CUP=Concrete Utility Pole (D)=Deed call DRA=Drainage Retention Area ELEC=E-Electric ELEV of EL=Elevation ESMT=Easement FND=Found CATV=Cable TV Service CB=Catch Basin CB=Chord Bearing CHD=Chord Distance CLF=Chain Link Fence CMP=Corrugated Metal Pipe	F/W=Field Wire Fence GA=Guy Anchor GL=Government Lot HDW=Headwall ID=Identification INV=Invert Elevation IP=Iron Pipe IR=Iron Rod IRC=Iron Rod & Cap L=Arc Length LB=Licensed Business LS=Registered Land Surveyor MB=Map Book MH=Manhole MON=Monument	N&C=Nail & Cap NO ID=No Identification OR=Official Records Book O/_=Overhead (P)=Plat PC=Point of Curvature POC=Point of Compound Curvature PG=Page PI=Point of Intersection POB=Point of Beginning POC=Point of Commencement POC=Point on the Curve POL=Point on Line PRC=Point of Reverse Curve
POL=Point on Line PRC=Point of Reverse Curve PRM=Permanent Reference Mon. PT=Point of Tangency PVC=Poly Vinyl Chloride PWI=Pavement R=Radius or Radial Line RCP=Reinforced Conc. Pipe REC=Recovered RNG=Range RSC=Railroad Spike R/W=Right of Way SEC=Section SANI=Sanitary Sewer SD=Storm Sewer T=Tangent	TB=Tangent Bearing TEL or T=Telephone Service TWP=Township U/_=Underground UP=Utility Pole WDF=Wood Fence WPF=Wood Privacy Fence WM=Water Meter W/M=Water Main WSL=Water Service Line W/_=With WC=Witness Corner WUP=Wood Utility Pole		

NOTE:

This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the entities and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whomsoever.

This Survey / Sketch has been prepared without benefit of abstract or title search unless

otherwise noted hereon.

There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*
ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC

WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050

BOUNDARY SURVEY CERTIFIED TO:

DENNISON LAW & TITLE
FIDELITY NATIONAL TITLE INSURANCE CO.
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

LEGAL DESCRIPTION:

(OR 6848 PG 1001)
PARCEL 3:
THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET
OF THE EAST 544.5 FEET OF THE* SOUTHEAST ONE-QUARTER (SE 1/4)
OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17
SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

*SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER
(SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)

EAST LINE OF
SANTA CRUZ
SUBDIVISION
MB 45, PGS 157-158

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE
SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC 20,
TWP 17 S, RNG 30 E. AS BEING A BEARING OF
"WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON,
WAS SCALED FROM A LARGE SCALE FEMA FLOOD
INSURANCE MAP AND AS SUCH HAS AN INHERENT
ERROR OF 10% OF THE FEMA MAP SCALE.

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SHOWN.

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HEREON WAS MADE UNDER MY RESPONSIBLE
CHARGE AND THAT IT HAS BEEN PREPARED IN
ACCORDANCE WITH THE STANDARDS OF PRACTICE
(MINIMUM TECHNICAL STANDARDS) AS SET FORTH
BY THE FLORIDA BOARD OF PROFESSIONAL
SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF
THE FLORIDA ADMINISTRATIVE CODE, SECTION
472.027, FLORIDA STATUTES.

ABBREVIATIONS

A=Arc Length	COR=Concrete	F/WF=Field Wire Fence	N&C=Nail & Cap	POL=Point on Line	TB=Tangent Bearing
AC=Acres	COR=Corner	GA=Guy Anchor	NO ID=No Identification	PRC=Point of Reverse Curve	TEL or T=Telephone Service
A/C=Air Conditioning Unit	CUP=Concrete Utility Pole	GL=Government Lot	OR=Official Records Book	PRM=Permanent Reference Mon.	TWP=Township
ASPW=Asphalt	(D)=Deed call	GL=Government Land Office	OJ=Overhead	PT=Point of Tangency	UJ=Underground
BFP=Back Flow Preventer	DRA=Drainage Retention Area	HDW=Headwall	(P)=Plot	PVC=Poly Vinyl Chloride	UP=Utility Pole
BLD=Building	ELEC or E=Electric	ID=Identification	PC=Point of Curvature	PVMT=Pavement	WDF=Wood Fence
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BM=Benchmark	ESMT=Easement	IP=Iron Pipe	Curvature	RCP=Reinforced Conc. Pipe	WM=Water Meter
CALC=Computed Data	FDC=Found	IR=Iron Rod	PG=Page	RCC=Recovered	WSL=Water Service Line
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C/B=Catch Basin	FF=Finish Floor Elev.	L=Arc Length	POB=Point of Beginning	RRS=Railroad Spike	WC=Witness Corner
CB=Chord Bearing	FIH=Fire Hydrant	LS=Licensed Business	PCC=Point of Commencement	R/W=Right of Way	WUP=Wood Utility Pole
CID=Chord Distance	(FM)=Field Measured	LS=Registered Land Surveyor	PoC=Point on the Curve	SEC=Section	
CLF=Chain Link Fence	FR=Frame Construction	MB=Map Book	POL=Point on Line	SANI=Sanitary Sewer	
CMP=Corrugated Metal Pipe	F/WF=Field Wire Fence	MH=Manhole	PRC=Point of Reverse Curve	SD=Storm Sewer	
		MON=Monument		T=Tangent	

NOTE:

This Plot of Survey is certified to and
prepared for the sole and exclusive
benefit of the entities and or
individuals shown hereon, valid on the
most current date shown hereon, and
shall not be relied upon by any other
entity or individual whomsoever.

This Survey / Sketch has been
prepared without benefit of abstract or
title search unless

There may be additional restrictions
and/or other matters of record not
shown on this Survey / Sketch that
may be found in the Public Records
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NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR
AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*
ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

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BOUNDARY SURVEY CERTIFIED TO:

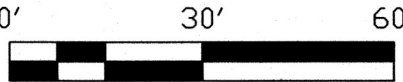
DENNISON LAW & TITLE
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COMMITMENT FOR TITLE INSURANCE

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DATE :	12/12/21
W.O. No.	11-643-21
DRAWN BY :	JT
FIELD BOOK :	748-67
CADD FILE / FILE No. :	11-643-21 M-

FND N&C
3293
NE CORNER
OF THE
SE 1/4 OF
SEC 20, TWP
17S, RNG
30E.



2668.35' (FM)

S. CLARA AVENUE

462.09' (CALC)
EAST LINE OF SE 1/4 OF SEC
20, TWP 17S, RNG 30E.

FND 4x4
METAL PLAT
FDOT
SE CORNER OF SE 1/4 OF
SEC 20, TWP 17S, RNG 30E.

FLOOD CERTIFICATION:
(Per map dated February 19, 2014)
This is to certify that I have consulted the
Federal Insurance Flood Hazard Boundary Map
and found the ABOVE named Property IS NOT
located in a special flood hazard area,
according to Community Panel Map No.
12127C-0470-H Map Panel 470 of 930, Zone
"X".

LEGAL DESCRIPTION:

(OR 3847 PG 0138)

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

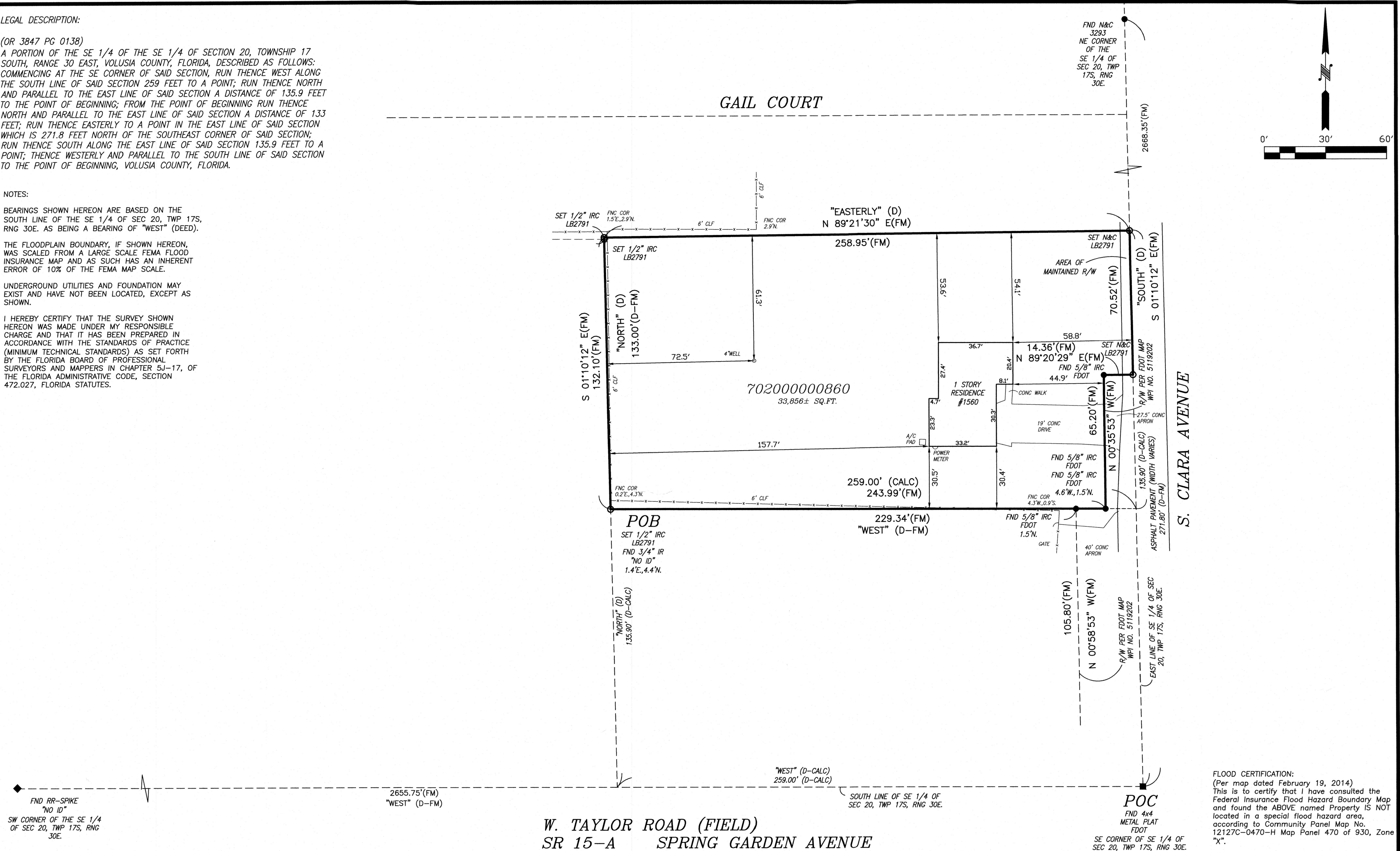
NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SEC 20, TWP 17S, RNG 30E. AS BEING A BEARING OF "WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.



FLOOD CERTIFICATION:
(Per map dated February 19, 2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map Panel 470 of 930, Zone "X".

ABBREVIATIONS			
A=Arc Length AC=Acre A/C=Air Conditioning Unit ASPH=Asphalt BFP=Back Flow Preventer BLDG=Building BLK=Block BM=Benchmark C=Chain CALC=Computed Data CATV=Cable TV Service C/B=Catch Basin CB=Chord Bearing C/D=Chord Distance CLF=Chain Link Fence CMP=Corrugated Metal Pipe	CONC=Concrete COR=Corner CU=Concrete Utility Pole DRA=Drainage Retention Area ELEC=E=Electric ELEV=EL=Elevation ESMT=Easement FND=Found FOD=Field Optic Cable FF=Finish Floor Elev. FH=Fire Hydrant LB=Licensed Business LS=Licensed Surveyor MB=Map Book MH=Manhole MON=Monument	F/WF=Field Wire Fence GA=Guy Anchor GL=Government Lot GLG=Government Land Office HDW=Headwall ID=Identification INV=Invert Elevation IP=Iron Pipe IR=Iron Rod IRC=Iron Rod & Cap L=Arc Length LB=Licensed Business LS=Licensed Surveyor MB=Map Book MH=Manhole MON=Monument	N&C=Nail & Cap NO ID=No Identification OR=Official Records Book O/L=Overhead (P)=Plot PC=Point of Curvature PCC=Point of Compound Curvature PG=Page PI=Point of Intersection POB=Point of Beginning POC=Point of Commencement POL=Point on Line PRC=Point of Reverse Curve TB=Tangent Bearing TEL or T=Telephone Service TWP=Township U/L=Underground UP=Utility Pole WDF=Wood Fence WPF=Wood Privacy Fence WM=Water Meter W/M=Water Main WSL=Water Service Line W/With WC=Witness Corner WUP=Wood Utility Pole

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*

ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

NOTE:
This Plot of Survey is certified to and prepared for the sole and exclusive benefit of the entities and/or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whatsoever.
There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC.
WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050

BOUNDARY SURVEY CERTIFIED TO:
DENNISON LAW & TITLE
FIDELITY NATIONAL TITLE INSURANCE CO.
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

SYMBOLS :
● = REBAR FOUND (SIZE SHOWN HEREON)
○ = 1/2" REBAR & CAP SET
□ = 4"x4" CONCRETE MONUMENT & CAP SET
■ = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
○ = R.L.S. DISC/NAIL FOUND (SIZE SHOWN HEREON)
○ = R.L.S. DISC/NAIL SET
○ = IRON PIPE FOUND (SIZE SHOWN HEREON)
◆ = RAILROAD SPIKE FOUND
● = BOLT FOUND (SIZE SHOWN HEREON)
● = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-644-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-644-21 M-

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: First Reading of Ordinance Changing the Land Use of 3.023 Acres of Property, from Volusia County's Urban Medium Intensity to City of DeLand Highway Commercial, Located at 309 West Taylor Road.

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: Ordinance, Exhibit A-Legal Descriptions, SMLU22-246 Staff Report, SMLU22-246 Aerial Map, SMLU22-246 CURRENT LAND USE, SMLU22-246 PROPOSED LAND USE, SMLU22-246 Zoning and Location Map, SMLU22-246 Survey 702000000800, SMLU22-246 Survey 702000000820, SMLU22-246 Survey 702000000860

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

The applicant, George Dennison, Esq. Dennison Matthews, PLLC, represents the owner of the property (Eastover Holdings, LLC) and is requesting to amend the land use designation of the +/- 3.023-acre subject property from Volusia County Urban Medium Intensity (UMI) to City of DeLand Highway Commercial (HC). The subject property is located at the northwest quadrant of W. Taylor Road (SR 15A)/S. Clara Avenue intersection.

At the December 14, 2022 meeting, the Planning Board recommended approval of the land use amendment, with no conditions of approval, by a vote of 7-0.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Strategic Focus Area: Institute Smart Growth Principles:

Strategies: Community Consistent Growth

Action Steps:

2. Implement smart growth policies related to increasing urban densities and protecting conservation areas. If approved, the proposed future land use amendment could result in development that would potentially provide nearby residents with convenient access to convenience, service, retail and office uses, thereby reducing trip lengths and vehicular emissions' impacts on air quality.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff is recommending that the City Commission approve the requested land use amendment of the subject property from Volusia County Urban Medium Intensity designation to City of DeLand Highway Commercial, on first reading, and direct staff to transmit the amendment to the Volusia County Growth Management Commission. The second reading should be delayed until the application is reviewed and approved by the Volusia Growth Management Commission.

BACKGROUND/DISCUSSION:

The applicant, George Dennison, Esq., Dennison Matthews, PLLC, represents the owner of the property, Eastover Holdings, LLC. He is requesting concurrent application approvals for the annexation, future land use amendment and rezoning of three contiguous lots, which total +/- 3.023 acres and are currently vacant. This ordinance pertains to the future land use amendment. The annexation application contained the adjacent right of way which is why this application is slightly reduced from the annexation request.

The property has a current future land use designation of Volusia County Urban Medium Intensity (UMI), which has a maximum density of 8 residential units per acre and allows up to 50,000-square feet of non-residential land use based on location criteria. The location is at the intersection of a state thoroughfare roadway and city-maintained collector; therefore, the site meets the location criteria. The proposed Highway Commercial (HC) designation has a maximum retail/commercial FAR (floor area ratio) of 1.0. Both the existing and proposed land uses' maximum development potential for commercial/retail are unlikely due to limitations associated with the size of the property as well as development requirements such tree protection areas, landscape buffers, drainage retention areas, etc. Both would likely result in commercial/retail developments of less than 50,000-square-feet, thus, resulting in a land use amendment net density/intensity increase of zero.

To the **north and west** of parcel #7020-00-00-0820 resides the Santa Cruz Planned Development, which was envisioned as a mixed-use development and is comprised of retail/commercial adjacent to Taylor Road and 63 single-family residential north of the retail/commercial portion. It has Highway Commercial Land use designation. With the exception of corner lots, residential lots have a consistent lot width of +/-50-ft. Directly **east** of parcel #7020-00-00-0820 and immediately **north** of parcels #7020-00-00-0860 and #7020-00-00-0800 are two single-family residential homes that have County UMI land use and R-4 zoning. Lot widths are approximately 180-185-ft and acreage is approximately 0.80. **West, south, and east** of the three subject parcels are various properties that are residential, vacant or have civic (West Volusia Shrine Club), however, have commercial future land use designations. Immediately to the **east** of parcels #7020-00-00-0860 and #7020-00-00-0800 is S. Clara Ave right-of-way.

As part of a concurrent review, the applicant submitted applications for annexation and rezoning. The annexation would bring the property into the city limits of DeLand (AN22-244). The southern-most property adjacent to Taylor Road is currently zoned General Commercial and the other two properties north of that are zoned Urban Single-Family Residential. The rezoning would change those Volusia County zoning classifications to City General Commercial (C-2) (Z22-248). The facility analysis presented in the attached staff report suggests the proposed land use would not cause any of the City's facilities to degrade below the adopted or current operational Level of Service (LOS). The proposed designation is predominately consistent with the surrounding properties in the immediate vicinity of the site. This land use application should be reviewed in conjunction with an approved annexation, which is included on this agenda.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF DELAND, BY CHANGING THE LAND USE DESIGNATION OF CERTAIN PROPERTY LOCATED AT THE NORTHWEST QUADRANT OF WEST TAYLOR ROAD (STATE ROAD 15A) AND SOUTH CLARA AVENUE INTERSECTION; FROM VOLUSIA COUNTY'S URBAN MEDIUM INTENSITY FUTURE LAND USE DESIGNATION TO CITY OF DELAND'S HIGHWAY COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, F.S. §163.3161, et seq., creates the Community Planning Act (hereinafter the "Act"); and

WHEREAS, the Act allows each local government to approve comprehensive plan amendments related to small scale development activities at any time during the year under certain conditions; and

WHEREAS, the Act permits small area amendments to be approved without regard to statutory limits on the frequency of comprehensive plan amendments as long as:

1. The proposed amendment is a land use of 50 acres or less; and
2. The cumulative effect of the above condition does not exceed 120 acres annually; and

WHEREAS, the City Commission adopted a comprehensive plan for the future growth and development of the City pursuant to Ordinance No. 90-4, as amended, (hereinafter the "Comprehensive Plan"); and

WHEREAS, the City Commission has received a request to amend the Comprehensive Plan by changing the land use designation of approximately 3.023 +/- acres of land located at the northwest quadrant of West Taylor Road (State Road 15A) and South Clara Avenue intersection; from Volusia County's Urban Medium Intensity future land use designation to City of DeLand's Highway Commercial future land use designation; and

WHEREAS, the Planning Board held a public hearing, after due public notice, for the purpose of recommending the adoption of the proposed Comprehensive Plan amendment; and

WHEREAS, the City Commission held a public hearing after due public notice, in accordance with F.S. §163.3184(11), for the purpose of transmitting the proposed Comprehensive Plan amendment to the Volusia Growth Management Commission and the Florida Department of Economic Opportunity.

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

Section 1. The City Commission hereby amends the Future Land Use Map for the incorporated area by changing the land use designation of that certain parcel of land located at the northwest quadrant of West Taylor Road (State Road 15A and South Clara Avenue intersection; consisting of approximately 3.023 +/- acres of land from Volusia County's Urban

Medium Intensity Future Land Use designation to City of DeLand's Highway Commercial Future Land Use designation, as more particularly described in the Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

PASSED AND DULY ADOPTED this ____ day of _____, 2023.

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

Parcel ID's for Eastover Holdings

Ref: Z22-248; SMLUE22-246

Parcel 702000000860

HAVING AN AREA OF 33,856 SQUARE FEET, 0.777 ACRES.

LEGAL DESCRIPTION:

(OR 3847 PG 0138)

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

Parcel 702000000820

HAVING AN AREA OF 35,095 SQUARE FEET, 0.806 ACRES.

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 3:

THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET OF THE EAST 544.5 FEET OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.*

**SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)*

Parcel 702000000800

HAVING AN AREA OF 62,727 SQUARE FEET, 1.44 ACRES.

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND (OR 6848 PG 1001)

PARCEL 2:

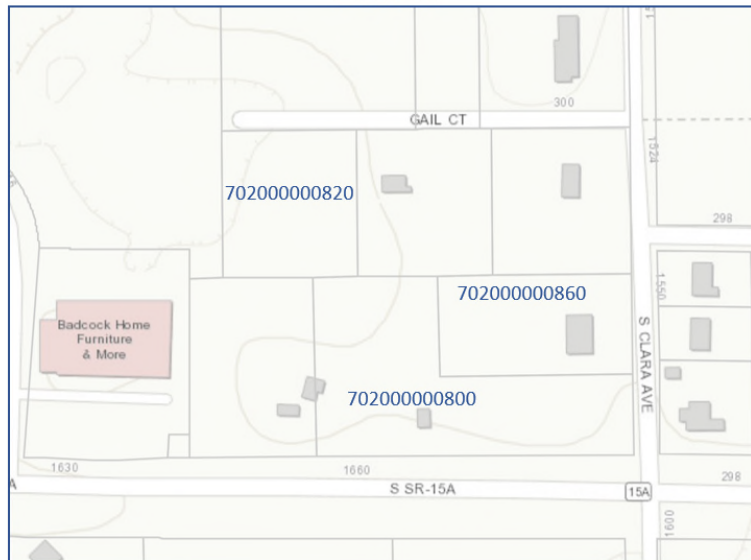
A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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

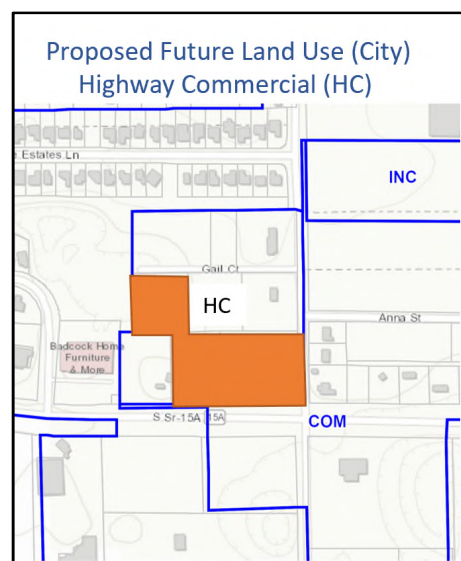
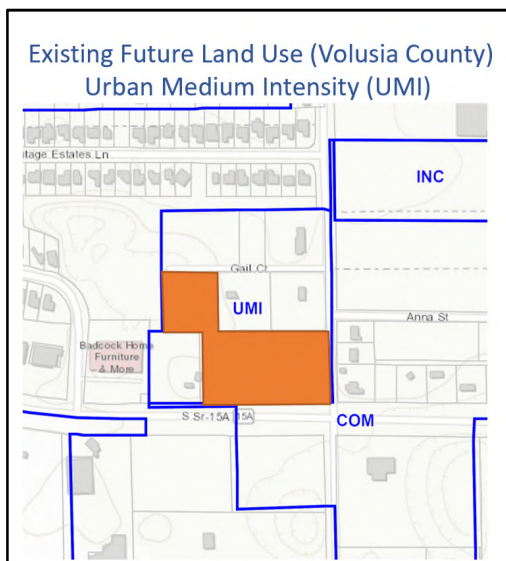
December 14, 2022

- A. APPLICATION NO.:** SMLU22-246
- APPLICANT:** George Dennison II, Esq., Dennison Matthews, PLLC
- PROPERTY OWNER:** Eastover Holdings, LLC
- REQUEST:** To amend the future land use designation from Volusia County (VC) Urban Medium Intensity (UMI) to City Highway Commercial (HC).
- B. SITE FACTORS:**
- Location: Northwest quadrant of West Taylor Road (SR 15A) & South Clara Avenue intersection.
- Parcel ID #: 7020-00-00-0800; 7020-00-00-0820; 7020-00-00-0860
- Total Size Parcels: ± 3.023 acres
- Land Use: Urban Medium Intensity (UMI)
- Existing Use: Vacant/Undeveloped

Parcels



Parcel ID Number	Acreage
702000000800	1.440
702000000820	0.806
702000000860	0.777



Surrounding Land Use:

Parcel #702000000800

	SURROUNDING LAND USE:
North:	VC: Urban Medium Intensity (UMI)
South:	ROW: Taylor Road VC: Commercial City: Highway Commercial
East:	ROW (S. Clara Ave) VC: UMI; VC: Commercial
West:	City: Highway Commercial

Parcel #702000000820

	SURROUNDING LAND USE
North:	Private Road: Gail Ct.; VC: Urban Medium Intensity (UMI)
South:	VC: Urban Medium Intensity (UMI) City Highway Commercial
East:	VC: Urban Medium Intensity (UMI)
West:	City: Highway Commercial

Parcel #702000000860

	SURROUNDING LAND USE
North:	VC: Urban Medium Intensity (UMI)
South:	VC: Urban Medium Intensity (UMI)
East:	ROW (S. Clara Ave) VC: Commercial
West:	VC: Urban Medium Intensity (UMI)

C. REQUESTED ACTION & HISTORY:

REQUEST: The applicant is requesting a future land use designation amendment for three parcels, located on or near the northwest quadrant of Taylor Road (SR 15A) and South Clara Ave intersection., from Volusia County (VC) Urban Medium Intensity (UMI) to City Highway Commercial (HC). All three of the subject parcels are vacant and undeveloped.

The parcels total 3.023-acres in size, are self-contiguous on the north side of Taylor Road, and have a current future land use of VC UMI, which has a maximum density of 8 residential units per acre and allows up to 50,000-square feet of non-residential land use based on location criteria. Considering the location is at the intersection of a state thoroughfare roadway and city-maintained collector, the site meets the location criteria. Theoretically, the 3.023-acres could develop up to 50,000-square feet of retail/commercial and 16 residential units although this is unlikely due to the size of the property.

Per the County's Comprehensive Plan –

...Urban Medium Intensity “is primarily a residential designation but may allow neighborhood business areas and office development that meet the Comprehensive Plan’s location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density.”

If developed under the proposed Highway Commercial (HC), the maximum density, considering the maximum floor area ratio of 1.0 would be 131,987-square-feet of retail/commercial although this is unlikely due to the size of the property. Under the theoretical maximum development scenario, this equates to a net increase of 81,987-square-feet with -16 residential units.

Per the city's Comprehensive Plan --

...Highway Commercial “land use designation includes office uses, service-oriented and commercial establishments which provide retail and related goods and services to local/sub-regional and regional markets. These types of centers include neighborhood convenience, neighborhood, community, and regional shopping centers.”

Table 1 Maximum Land Use Yield							
Land Use		Acreage	Gross Total Square Footage	Gross Density	Max Floor Area Ratio	Maximum SF or Units	Theoretical Max Devt
Existing	County Urban Medium Intensity (UMI) (Non-Residential Allowance)	1.03	50,000		0.5	50,000	Retail/Commercial
	County Urban Medium Intensity (UMI) (SFDU Residential Allowance)	2	87,120	8 units per acre		16	Single Family Residential
	TOTAL Acreage	3.03					
Proposed	City Highway Commercial	3.03	131,987		1	131,987	Retail/Commercial

The Applicant is requesting the annexation of all three parcels into the City of DeLand (AN22-244) and rezoning from County Urban Single Family Residential (R-4) and General Commercial (B-4) to City General Commercial (C-2) (Z22-248).

CHRONOLOGY OF PAST EVENTS: The land use of the subject property has not recently been changed. According to the city's 2050 Vision, this area is within and on the southern boundary of the Urban Core (Category 2), which is where the majority of newer, higher intensity growth is envisioned to take place. The focus is on development and also maintaining a strong job base and utilizing existing infrastructure. Taylor Road serves as a demarcation line with the Urban Core/Category 2, residing north of Taylor Road, and Category 1, residing south of Taylor Road. Category 1's vision is to retain existing zoning classifications.

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):

Existing City infrastructure and service availability were analyzed as part of this review:

- The City's Utilities Department confirmed that the closest water main is located on the north side of Taylor Road under the sidewalk and the closest sewer main is located on the north side of Taylor Road at the lift station. Water and sewer capacity availability would depend on the potential future development's use and demand. As with all development, the developer would be required to meet concurrency requirements during the final site plan phase.
- The City is able to provide an adequate Police level-of-service. The Police Department stated that the appropriate police patrol zone will be determined for the properties; however, emergency response time and travel distance data had not been provided as of the time of this report.
- The City is able to provide an adequate Fire/Rescue level-of-service. The Fire Department confirmed that fire protection service is available with an estimated response time of 5 minutes or less.
- The change in designation will not generate a new demand for recreation.

Existing City/County/State infrastructure and service availability was also analyzed as part of this review:

- Volusia County provides a sanitary landfill for the disposal of solid waste. The county's landfill has adequate capacity at this time.
- A Trip Generation Summary was submitted by the applicant, which showed that the existing land use, under the theoretical maximum development scenario ("worst case"), would generate 2018 daily, 91 AM peak-hour, and 241 PM peak-hour trips. The report compared the existing to the proposed land use development scenario, under the same theoretical maximum conditions, stated the proposed land use would generate 1650 daily,

72 AM peak-hour, and 200 PM peak-hour trips. The summary also stated that the adoption of the proposed land use amendment would result in a net trip decrease; however, staff's computations vary from the applicant's as shown on page 6. Regardless, during the final site plan review phase, the developer would be required to meet concurrency requirements and provide a TIA approval if the project(s) generates 1,000 or more average daily trips.

Outside agency coordination was analyzed as part of this review:

- The County of Volusia Growth and Resource Management confirmed that none of the properties had been involved in code enforcement actions.
- Since access to the city's water and sewer mains exists, the Florida Health Department was not required to provide septic system and water well information.

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 vacant property, commercial development and single-family residential – a large majority of which has commercial land use and zoning. An analysis of the proposed land uses is discussed below:

- North and west of parcel #7020-00-00-0820 resides the Santa Cruz Planned Development, which was envisioned as a mixed-use development and is comprised of retail/commercial adjacent to Taylor Road and 63 single-family residential north of the retail/commercial portion. With the exception of corner lots, residential lots have a consistent lot width of +/- 50-ft. With required landscape buffers between the residential and respective parcel, Highway Commercial land use designation would be compatible with this development.
- Directly east of parcel #7020-00-00-0820 and immediately north of parcels #7020-00-00-0860 and #7020-00-00-0800 are two single-family residential homes that have County UMI land use and R-4 zoning. Lot widths are approximately 180-185-ft and acreage is approximately 0.80. The land use amendment would not be compatible with these two properties, which reside on the south side of Gail Court.
- West, south, and east of the three subject parcels are various properties that are vacant, civic (West Volusia Shrine Club), or residential uses, but also have commercial land use designations. Highway Commercial land use designation would be compatible with these areas.

The Highway Commercial land use designation is consistent with the city's 2050 Vision Plan. Per the 2050 Vision Plan, the parcels reside in the Urban Core (Category 2) section, where new, higher intensity development is envisioned. Approximately 0.25 miles to the east is US 17-92/Woodland Blvd, which resides in Transit Oriented Development Corridor (Category 3) and is envisioned to have high densities and mixed uses that support transit-oriented development.

3. Future Land Use Map: The change in land use designation to Highway Commercial will be shown on the revised Future Land Use Map, if approved.

4. Location of Lakes, Floodplains, and Wetlands: According to Volusia County's interactive map, the property is located outside of the 100-year floodplain and does not contain any wetlands.

5. Analysis of Natural Resources:

a. Soil types:

Astatula-Fine Sand, 0-8% slope

b. Presence of Endangered Species:

None known of at this time; 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. The closest water main is located on the north side of Taylor Road under the sidewalk. Water capacity availability would depend on the potential future development’s use and demand. As with all development, the developer would be required to meet concurrency requirements during the final site plan phase.
- b. *Sewer* – The City’s Utility Department has indicated sufficient existing capacity. The closest sewer main is located on the north side of Taylor Road at the lift station. Sewer capacity availability would depend on the potential future development’s use and demand. As with all development, the developer would be required to meet concurrency requirements during the final site plan phase.
- c. *Drainage* – The City adheres to the County’s 100-year frequency, 24-hour storm event standard for landlocked basins. Stormwater capture would 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.
 - Existing VC UMI: Staff estimates that development of the 3.023 acres of property, under the existing land use designation’s **maximum intensity** of 50,000-square feet of retail/shopping and 16 single-family residential units (See Table 1), could generate 3,269 average daily trips per day and 313 average PM peak-hour trips at build-out, according to the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. However, considering the smaller size and land development regulation requirements that would impact the development size, staff estimates that the site could potentially build-out at a maximum of 35% lot coverage. See Table 2 below.
 - Proposed City HC: Staff estimates that development of the 3.023 acres of property, under the proposed land use designation’s **maximum density** of 131,987-square feet of retail/commercial, could generate 8,231 average daily trips and 787 average PM peak-hour trips at build-out, according to *ITE Trip Generation, 11th Edition*. However, like the existing scenario above, staff considered the smaller size and land development regulation requirements that would impact the amount of development able to occur, staff estimates that the site could potentially build-out at a maximum of 35% lot coverage. Considering

the realistic maximum development scenario, both the existing and proposed would be able to develop 46,195.4-square-feet of retail/commercial, with Shopping Plaza being the highest trip generator. Hence, no trip increase would occur as a result of the land use amendment. See Table 2 below.

Trip Generation Analysis - Land Use Amendment								
Land Use		Acreage	Gross Total Square Footage	Lot Coverage, FAR, Impervious Surface Area**	Maximum SF or Units**	Theoretical Max Land Use*	PM Peak Hour Trip Generation	Daily Trip Generation
Existing	County Urban Medium Intensity (UMI) (Non-Residential Allowance)**	3.03	131,987	0.35	46,195.4	Shopping Plaza	171	2059
Proposed	City Highway (Combined Parcels**)	3.03	131,987	0.35	46,195.4	Shopping Plaza	171	2059
Net Trip Impact							0	0
*Per latest edition of ITE Trip Generation Manual								
ITE #821 Shopping Plaza (40K-150KSF), 5.19 PM Peak Hour Trips per 1000 SF. 67.52 daily trips per 1000 SF. 34% Pass-By Capture Rate Applied.								
ITE #201 Single Family Residential: 0.94 PM Peak Hour Trips per unit. 9.43 daily trips per unit.								
** County FAR is .50 and city FAR is 1.0. Due to small lot sizes and combined property size, the maximum density was reduced to 35% lot coverage to produce a more realistic analysis.								
***Lots that are contiguous and have the same ownership are analyzed as one parcel.								

The roadways within a 2-mile radius of the site operate within the adopted level-of-service (LOS) with the exception of the following segments:

- US 17-92 between Beresford Ave and Euclid Ave
- US 17-92 between SR 44 and Plymouth Ave
- Orange Camp Road between US 17-92 and Princeton Drive

If the property were to develop, any commercial/retail/service uses would be anticipated to service the proposed amendment's residential population – generally west of Woodland Blvd/US 17-92. Trip impacts to either of the 3 segments would not be direct or significant. The developer would be required to provide a TIA and meet transportation concurrency during the final site plan phase.

- 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:** No need for new recreational facilities is anticipated.
8. **New Public Facilities Needed to Serve Land Use:** No need for new public facilities is anticipated.
9. **Impact Upon Existing Deficiencies:**
 - As identified in the City's Comprehensive Plan, drainage is an existing deficiency within the City. Any development on this site will be required to manage its own stormwater.

- Per staff's transportation analysis above (Table 2), no additional trip impacts are anticipated to occur on the existing or future transportation network; however, the site developed under either land use designation could potentially impact the roadway capacity deficiencies on segments of US 17-92 and Orange Camp Road. Potential mitigation could be required through the concurrency evaluation that occurs during the final site plan phase.

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 only if the subject land use amendment is approved and the classification is permitted by the new land use designation.

13. Will the proposed land use change impact schools? No impacts to schools are anticipated with the non-residential uses. In the case that multifamily is developed, 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 the Urban Core (Category 2) – where the majority of the new, higher intensity growth will take place. – *Consistent*

b. DeLand 2050 Land Use Guidelines:

“Concentrate development at the core of the city or at transit-oriented sites and corridors. The urban core is the key area to focus development, maintaining a strong job base and taking advantage of existing infrastructure. Locating higher intensity along select corridors or major centers will encourage transit and lessen traffic congestion.” Highway Commercial –*Consistent*

E. CONCLUSION: The Applicant is proposing an amendment to the future land use map with a concurrent rezoning application to amend the zoning to General Commercial. Development plans for the property are unknown at the time of this staff report. The proposed designation 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 Highway Commercial.

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 Maximum)

Development Variable	Future Land Use	Proposed Future Land Use	Net Change
	(Theoretical Maximum)		
Dwelling Units	0	0	-16
Non-residential (Commercial)	46,195.4 SF	46,195.4 SF	0
1. Population	39	0	-41
2. P.M. Peak Hour Trips/Daily Trips	171/2,059	171/2,059	0 / 0
3. Sanitary Sewer (gallons per day)	3,200 Res./5000 Com.	13,199 Com.	-3,200 Res./+8199 Com.
4. Potable Water (gallons per day)	4,800 Res./5000 Com.	13,199 Com.	-4,800 Res./+8199 Com.
5. Solid Waste (pounds per person)	133 Res./500 Com.	0 Res./1,320 Com.	-133 Res./+820 Com.
6. Stormwater Drainage	TBD	TBD	TBD
7. Rec. & Open Space (per person)	.29 Res./0 Com.	0 Res./0 Com.	+0.29 Res./0 Com.

Notes:

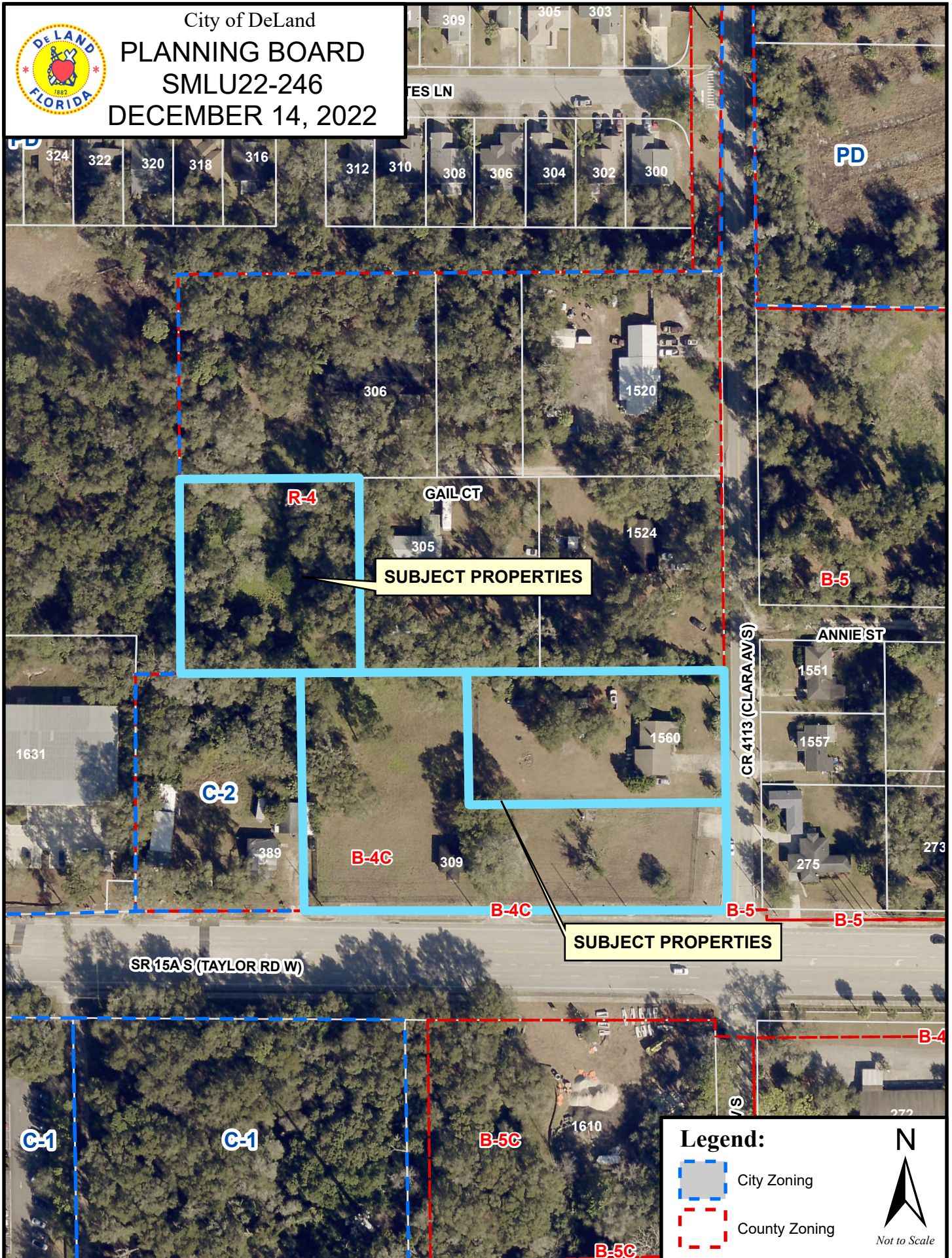
1. Population: 2.44 persons per household (per 2020 Census)
2. Transportation: ITE *Trip Generation Manual*, 11th Edition:
(Commercial.): Shopping Plaza w/34% pass-by reduction applied (ITE Code #821)
5.19 PM peak-hour trips per 1,000 SF; & 67.52 daily trips per 1,000 SF
3. Sanitary Sewer: 200 GPD per Equivalent Residential Unit; 0.10 GPD per SF commercial use
4. Potable Water: 300 GPD per Equivalent Residential Unit; 0.10 GPD per SF commercial use
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 SF 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 the following public infrastructure and services based on the theoretical maximum impact analysis: Potable water gallons per day and Solid Waste pounds per day. Decreased impacts would occur in the following areas: Population, Sanitary Sewer and Recreation/Open Space.

L:\COMMDEV\PLANNING\SR\2022\SR-SMLU22-246 309 W. Taylor

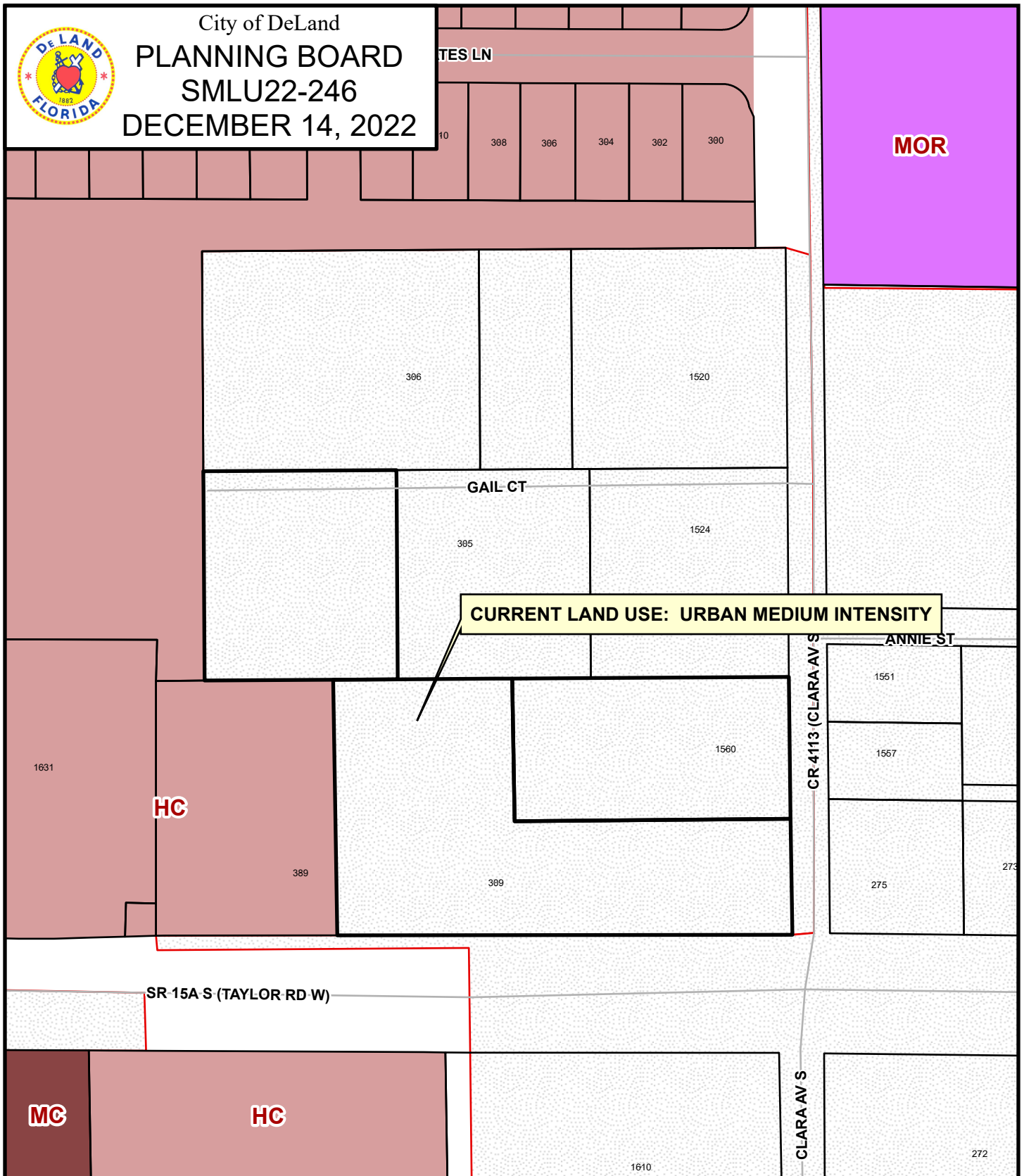


City of DeLand
PLANNING BOARD
SMLU22-246
DECEMBER 14, 2022





City of DeLand
PLANNING BOARD
SMLU22-246
DECEMBER 14, 2022



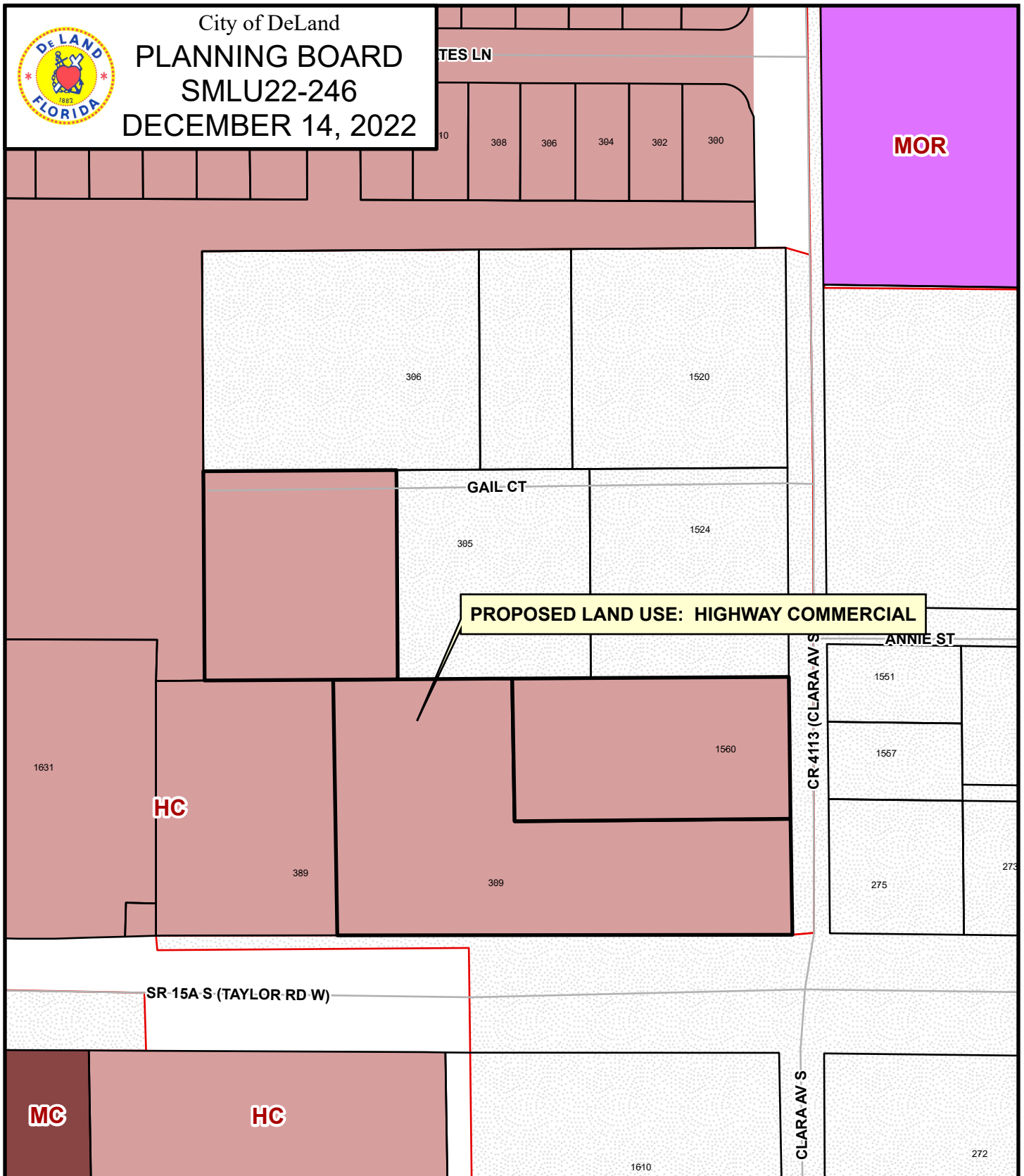
DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
Urban Low Intensity	Mixed Office - Residential	Redevelopment	Community
Low Density Residential	Mixed Commercial	Gateway	Commerce
Medium Density Residential	Business Retail	Rail Spur	West Central District
High Density Residential	Highway Commercial	Industrial	County





City of DeLand
PLANNING BOARD
SMLU22-246
DECEMBER 14, 2022



DeLand Future Land Use:

Agricultural Conservation	Educational	Downtown Commercial	New Community Development
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City of DeLand
PLANNING BOARD
SMLU22-246
DECEMBER 14, 2022

HERITAGE ESTATES LN

Woodland Towers
PD

366

1520

R-4

GAIL CT

365

1524

SUBJECT PROPERTIES

B-5

ANNIE ST

1561

1557

275

1631

C-2

389

B-4C

309

B-5

B-5

SR 15A S (TAYLOR RD W)

SUBJECT PROPERTIES

B-4C

C-1

C-1

B-5C

1610

272

AV S

Legend:



City Zoning



County Zoning



LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

(AND (OR 6848 PG 1001)

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC 20, TWP 17S, RNG 30E. AS BEING A BEARING OF "WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE (MINIMUM TECHNICAL STANDARDS) AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.

SW CORNER OF THE SE 1/4 OF SEC 20, TWP 17S, RNG 30E.

66' ASPHALT PAVEMENT

2' CURB & GUTTER

CONC MEDIAN

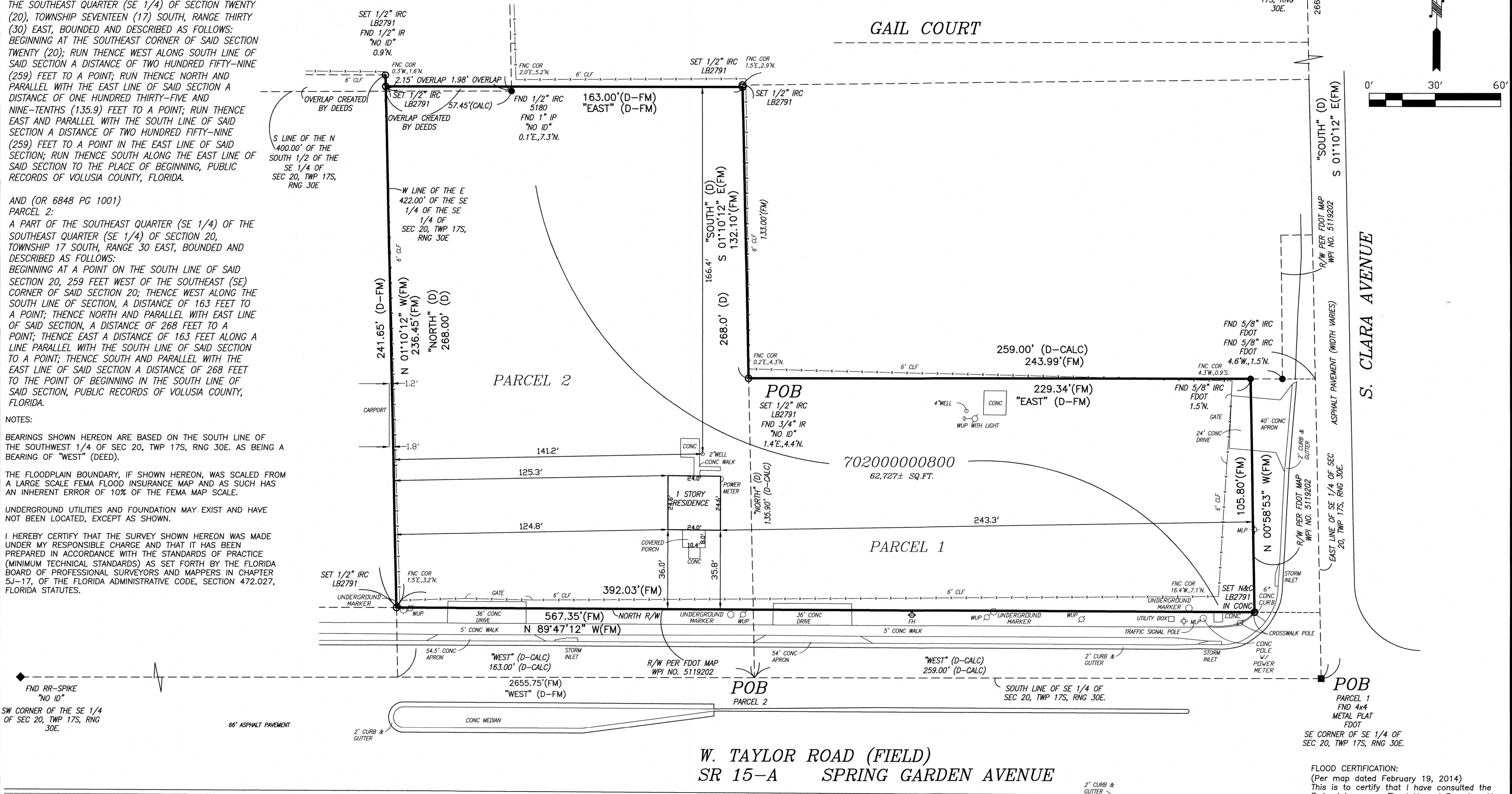
W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

GAIL COURT

FND N&C
3293
NE CORNER
OF THE
SE 1/4 OF
SEC 20, TWP
17S, RNG
30E.

0' 30' 60'

S. CLARA AVENUE



FLOOD CERTIFICATION:
(Per map dated February 19, 2014)
This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map Panel 470 of 930, Zone "X".

ABBREVIATIONS			
A=Arc Length	CONC=Concrete	F/W=Field Wire Fence	N&C=Nail & Cap
AC=Acre	COR=Corner	GA=Guy Anchor	NO ID=No Identification
A/O=Air Conditioning Unit	CUP=Concrete Utility Pole	GL=Government Lot	OR=Official Records Book
ASP=Asphalt	(D)=Deed call	HDW=Headwall	O/L=Overhead
BFP=Back Flow Preventer	DRA=Drainage Retention Area	ID=Identification	(P)=Plat
BLDG=Building	ELEC=E=Electric	INW=Invert Elevation	PC=Point of Curvature
BLK=Block	ELEV of EL=Elevation	IP=Iron Pipe	PCC=Point of Compound Curvature
BM=Benchmark	ESMT=Easement	IRC=Iron Rod	PQ=Page
(CALC)=Computed Data	FND=Found	IRC=Iron Rod & Cap	PI=Point of Intersection
CATV=Cable TV Service	FF=Finish Floor Elev.	L=Arc Length	POB=Point of Beginning
C/B=Catch Basin	FI=Fire Hydrant	LS=Registered Land Surveyor	POC=Point of Commencement
CB=Chord Bearing	(FM)=Field Measured	MB=Map Book	POI=Point on the Curve
CLD=Chord Distance	FR=Frame Construction	MH=Manhole	POL=Point on Line
CLF=Chain Link Fence	F/W=Field Wire Fence	MON=Monument	PRC=Point of Reverse Curve
CMP=Corrugated Metal Pipe			T=Tangent

NOTE:

This Plat of Survey is certified to and prepared for the sole and exclusive benefit of the entities and or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whomsoever.

There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

This Survey / Sketch has been prepared without benefit of abstract or title search unless

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*
ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC

WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050

BOUNDARY SURVEY CERTIFIED TO:

DENNISON LAW & TITLE
FIDELITY NATIONAL TITLE INSURANCE CO.
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

SYMBOLS :

- = REBAR FOUND (SIZE SHOWN HEREON)
- = 1/2" REBAR & CAP SET
- = 4x4" CONCRETE MONUMENT & CAP SET
- = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAIL FOUND (SIZE SHOWN HEREON)
- = R.L.S. DISC/NAIL SET
- = IRON PIPE FOUND (SIZE SHOWN HEREON)
- = RAILROAD SPIKE FOUND
- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-642-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-642-21 M-

LEGAL DESCRIPTION:

(OR 6848 PG 1001)
PARCEL 3:
THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET
OF THE EAST 544.5 FEET OF THE* SOUTHEAST ONE-QUARTER (SE 1/4)
OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17
SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

*SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER
(SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)

EAST LINE OF
SANTA CRUZ
SUBDIVISION
MB 45, PGS 157-158

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE
SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC 20,
TWP 17 S, RNG 30 E. AS BEING A BEARING OF
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ASPW=Asphalt	(D)=Deed call	GL=Government Land Office	OJ=Overhead	PT=Point of Tangency	UJ=Underground
BFP=Back Flow Preventer	DRA=Drainage Retention Area	HDW=Headwall	(P)=Plot	PVC=Poly Vinyl Chloride	UP=Utility Pole
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CID=Chord Distance	(FM)=Field Measured	LS=Registered Land Surveyor	POL=Point on Line	SEC=Section	
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		MON=Monument			

PARCEL 3
VACANT
35,095± SQ.FT.

W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR
AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*
ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

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and found the ABOVE named Property IS NOT
located in a special flood hazard area,
according to Community Panel Map No.
12127C-0470-H Map Panel 470 of 930, Zone
"X".

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- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE :	12/12/21
W.O. No. :	11-643-21
DRAWN BY :	JT
FIELD BOOK :	748-67
CADD FILE / FILE No. :	11-643-21 M-

LEGAL DESCRIPTION:

(OR 3847 PG 0138)

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

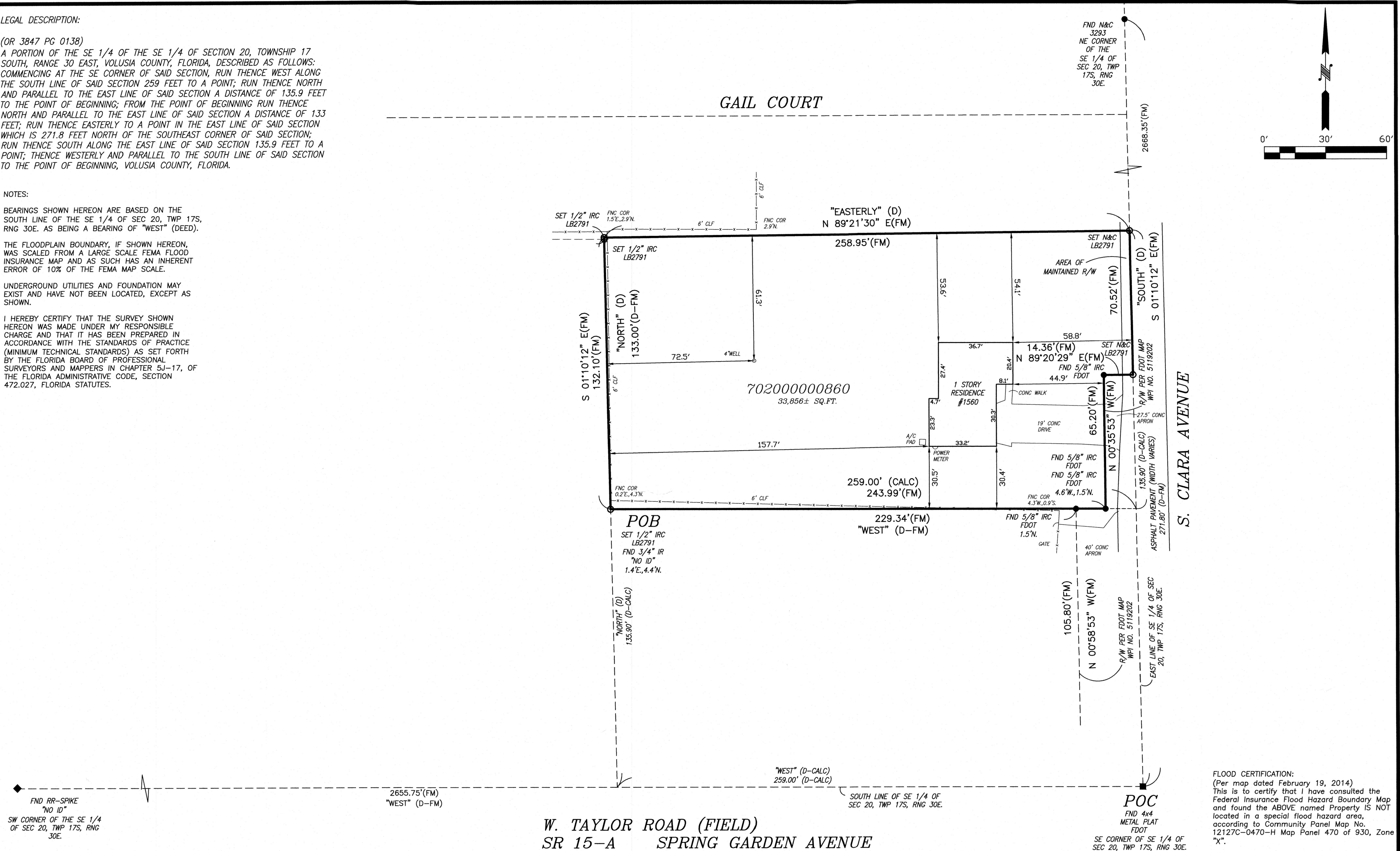
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This is to certify that I have consulted the Federal Insurance Flood Hazard Boundary Map and found the ABOVE named Property IS NOT located in a special flood hazard area, according to Community Panel Map No. 12127C-0470-H Map Panel 470 of 930, Zone "X".

ABBREVIATIONS			
A=Arc Length AC=Acre A/C=Air Conditioning Unit ASPH=Asphalt BFP=Back Flow Preventer BLDG=Building BLK=Block BM=Benchmark CALC=Computed Data CATV=Cable TV Service C/B=Catch Basin CB=Chord Bearing C/D=Chord Distance CLF=Chain Link Fence CMP=Corrugated Metal Pipe	CONC=Concrete COR=Corner CUF=Concrete Utility Pole (Q)=Deed call DRA=Drainage Retention Area ELEC or E=Electric ELEV of EL=Elevation ESMT=Easement FND=Found FOD=Fiber Optic Cable FF=Finish Floor Elev. FH=Fire Hydrant FM=Field Measured FR=Frame Construction F/WF=Field Wire Fence	F/WF=Field Wire Fence GA=Guy Anchor GL=Government Lot GLG=Government Land Office HDW=Headwall ID=Identification INV=Invert Elevation IP=Iron Pipe IR=Iron Rod IRC=Iron Rod & Cap L=Arc Length LB=Licensed Business LS=Registered Land Surveyor MB=Map Book MH=Manhole MON=Monument	N&C=Nail & Cap NO ID=No Identification OR=Official Records Book O/L=Overhead (P)=Plot PC=Point of Curvature PCC=Point of Compound Curvature PG=Page PI=Point of Intersection POB=Point of Beginning POC=Point of Commencement POL=Point on Line PRC=Point of Reverse Curve TB=Tangent Bearing TEL or T=Telephone Service TWP=Township U/L=Underground UP=Utility Pole WDF=Wood Fence WPF=Wood Privacy Fence WM=Water Meter W/M=Water Main WSL=Water Service Line W/With WC=Witness Corner WUP=Wood Utility Pole

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*

ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

NOTE:
This Plot of Survey is certified to and prepared for the sole and exclusive benefit of the entities and/or individuals shown hereon, valid on the most current date shown hereon, and shall not be relied upon by any other entity or individual whatsoever.
There may be additional restrictions and/or other matters of record not shown on this Survey / Sketch that may be found in the Public Records of the county or contained within the Title Commitment.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC.
WWW.BLACKWELLSURVEYING.COM
995 W. VOLUSIA AVE. * DELAND, FL. * PH: (386)-734-8050

BOUNDARY SURVEY CERTIFIED TO:
DENNISON LAW & TITLE
FIDELITY NATIONAL TITLE INSURANCE CO.
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

SYMBOLS :
● = REBAR FOUND (SIZE SHOWN HEREON)
○ = 1/2" REBAR & CAP SET
□ = 4"x4" CONCRETE MONUMENT & CAP SET
■ = CONCRETE MONUMENT FOUND (SIZE SHOWN HEREON)
○ = R.L.S. DISC/NAIL FOUND (SIZE SHOWN HEREON)
○ = R.L.S. DISC/NAIL SET
○ = IRON PIPE FOUND (SIZE SHOWN HEREON)
◆ = RAILROAD SPIKE FOUND
● = BOLT FOUND (SIZE SHOWN HEREON)
● = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-644-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-644-21 M-

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: First Reading of Ordinance Changing the Zoning for 3.023 Acres of Property, Located at 309 West Taylor Road., from Volusia County Commercial (B-4) and Urban Single-Family Residential (R-4) to City of DeLand General Commercial (C-2).

DEPARTMENT: Planning

PREPARED BY: Carol Kuhn, Deputy Planning Director

ATTACHMENTS: Ordinance, Exhibit A- Legal Descriptions, Z22-248 Staff Report, Z22-248 Zoning and Location Map, Z22-248 Aerial Map, Z22-248 Survey 702000000800, Z22-248 Survey 702000000820, Z22-248 Survey 702000000860

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

The applicant, George Dennison, attorney for the owner, is requesting to amend the zoning classification of the subject properties from Volusia County Commercial (B-4) and Urban Single-Family Residential (R-4) to City General Commercial (C-2). The subject property, which is comprised of 3 contiguous parcels, is approximately 3.023-acres and located at the northwest quadrant of W. Taylor Road (SR 15A)/S. Clara Avenue intersection. To the north and west of parcel #7020-00-00-0820 resides the Santa Cruz Planned Development, which was envisioned as a mixed-use development and is comprised of retail/commercial adjacent to Taylor Road and 63 single-family residential north of the retail/commercial portion. It has Highway Commercial Land use designation. With the exception of corner lots, residential lots have a consistent lot width of +/-50-ft. Directly east of parcel #7020-00-00-0820 and immediately north of parcels #7020-00-00-0860 and #7020-00-00-0800 are two single-family residential homes that have County UMI land use and R-4 zoning. Lot widths are approximately 180-185-ft and acreage is approximately 0.80. West, south, and east of the three subject parcels are various properties that are vacant or have civic (West Volusia Shrine Club) or residential uses, but have commercial future land use designations. Immediately to the east of parcels #7020-00-00-0860 and #7020-00-00-0800 is S. Clara Ave right-of-way.

At the December 14, 2022 meeting, the Planning Board recommended approval of the zoning amendment by a vote of 7-0 with no conditions.

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.

As the city continues to respond to the need for additional housing units by approving residential development, the need for additional retail and services will increase. This rezoning request would be a step toward the city trying to meet the needs of existing and future residents by permitting nearby conveniences, services, and goods.

SUSTAINABILITY:

Amending the zoning designation of this property and outlining the development parameters will permit its development for residential purposes that align with the city's development requirements and will enable the city to continue active pursuit of its vision and strategic plan.

FISCAL IMPACT:

Inclusion of the properties onto the city's tax rolls would increase funds towards city services.

RECOMMENDATION:

It is recommended that the City Commission, on first reading, approve the subject property's zoning change from Volusia County B-4 and R-4 to City C-2. The proposed rezoning also has a concurrent future land use amendment that must be reviewed through the Volusia Growth Management Commission (VGMC) process and approved, therefore the rezoning's second reading should be delayed until the associated land use amendment is adopted.

BACKGROUND/DISCUSSION:

George Dennison, Esq., Dennison Matthews, PLLC, represents the property owner, Eastover Holdings, who proposes to rezone three parcels to General Commercial (C-2). The proposed rezoning is needed to provide a compatible zoning classification under the proposed Highway Commercial future land use designation. The property adjacent to Taylor Road currently has General Commercial zoning, and the other two properties currently have Urban Single-Family Residential (R-4) zoning. A proposed annexation (AN22-244) as well as a proposed future land use amendment, which would change the designation from Volusia County Urban Medium Intensity to City of DeLand Highway Commercial (SMLU22-246), are companion applications to this rezoning. Therefore, this rezoning application should be reviewed in conjunction with an approved annexation and approved land use amendment, both of which are also on this City Commission agenda. The facility analysis presented in the attached staff report suggests the proposed land use would not cause any of the City's facilities to degrade below the adopted or current operational Level of Service (LOS). No development plans were shared with the city as part of either of the applications. Any development plans would be reviewed during the site plan or plat review phase.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING OF THREE PARCELS OF LAND FROM VOLUSIA COUNTY'S R-4, URBAN SINGLE-FAMILY RESIDENTIAL AND VOLUSIA COUNTY'S B-4, COMMERCIAL, TO CITY OF DELAND'S C-2, GENERAL COMMERCIAL, ON PROPERTY LOCATED AT THE NORTHWEST QUADRANT OF WEST TAYLOR ROAD (15A) AND SOUTH CLARA AVENUE INTERSECTION; 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 the northwest quadrant of West Taylor Road (SR 15A) and South Clara Avenue intersection and more particularly described in the attached Exhibit "A", is currently zoned as Volusia County's R-4, Urban Single-Family Residential and Volusia County's B-4, Commercial, pursuant Volusia County's Zoning Ordinances; and

WHEREAS, the property currently has a Land Use Designation of Highway 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 City of DeLand's C-2, General Commercial; and

WHEREAS, the Highway 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 Volusia County's R-4, Urban Single-Family Residential and Volusia County's B-4, Commercial to City of DeLand's C-2, General Commercial zoning designation, on the following described property:

See legal description attached hereto as Exhibit "A"

**Tax Parcel Identification Nos. 7020-00-00-0800;
7020-00-00-0820; and
7020-00-00-0860**

Section 2. The City Commission hereby finds that the C-2, General Commercial zoning designation is consistent with the property's Highway 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 Volusia County's R-4, Urban Single-Family Residential and Volusia County's B-4, Commercial to City of DeLand's C-2, General 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 _____, 2023.

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

Parcel ID's for Eastover Holdings

Ref: Z22-248; SMLUE22-246

Parcel 702000000860

HAVING AN AREA OF 33,856 SQUARE FEET, 0.777 ACRES.

LEGAL DESCRIPTION:

(OR 3847 PG 0138)

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

Parcel 702000000820

HAVING AN AREA OF 35,095 SQUARE FEET, 0.806 ACRES.

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 3:

THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET OF THE EAST 544.5 FEET OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.*

**SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)*

Parcel 702000000800

HAVING AN AREA OF 62,727 SQUARE FEET, 1.44 ACRES.

LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND (OR 6848 PG 1001)

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

December 14, 2022

APPLICATION NO.: Z22-248 309 West Taylor Road

APPLICANT: George Dennison II, Esq., Dennison Matthews, PLLC

PROPERTY OWNER: Eastover Holdings, LLC

REQUEST: The applicant is requesting to amend the zoning of three (3) properties located at the northwest quadrant of West Taylor Road (SR 15A) & South Clara Ave intersection

From: Volusia County Urban Single-Family Residential (R-4)(1.59 Ac.);
Volusia County General Commercial (B-4) (1.44 Acres)

To: City General Commercial (C-2)

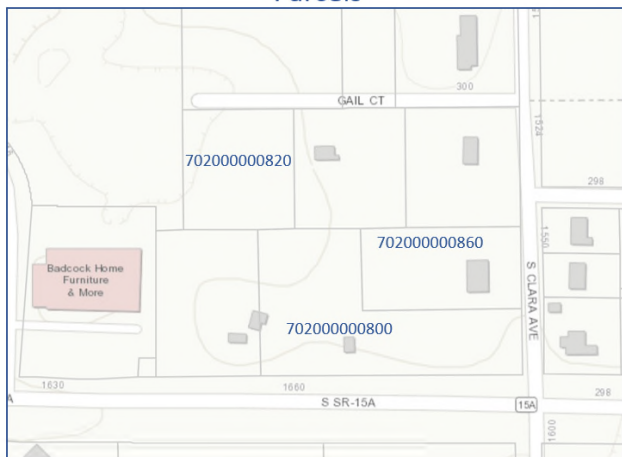
APPLICABLE REGULATIONS:

Article IV	OVERLAY AND FLOATING ZONE Sec. 33-36.04(b): Redevelopment Gateway Corridor
Article XII	ADMINISTRATION AND ENFORCEMENT Sec. 33-135 – Procedure for text amendments & rezoning.

A. SITE FACTORS:

Location:	Northwest quadrant of West Taylor Road (SR 15A) & South Clara Avenue intersection.
Parcel ID #:	7020-00-00-0800; 7020-00-00-0820; 7020-00-00-0860
Total Size Parcels:	Size: ± 3.023 acres
Land Use:	Urban Medium Intensity (UMI)
Existing Zoning:	Volusia County Urban Single-Family Residential (R-4) & General Commercial (B-4)
Existing Use:	Single-Family Residential & undeveloped

Parcels



Parcel ID Number	Acreage
702000000800	1.440
702000000820	0.806
702000000860	0.777

Surrounding Land Use & Zoning:***See Zoning Abbreviation Reference table at bottom of page.***Parcel #702000000800**

	SURROUNDING LAND USE, ZONING & USE
North:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC R-4 Use(s): Single-Family Home
South:	ROW: Taylor Road Land Use: VC Commercial; City Highway Commercial Zoning: City C-1; VC B-5 Use(s): West Volusia Shrine Club
East:	ROW: S. Clara Ave Land Use: VC UMI; VC Commercial Zoning: VC B-5 Use(s): Single-Family Home
West:	Land Use: City Highway Commercial Zoning: City C-2 Use(s): Undeveloped

Parcel #702000000820

	SURROUNDING LAND USE, ZONING & USE
North:	Private Road: (Gail Ct.); Land Use: VC Land Use: Urban Medium Intensity (UMI) Zoning: VC R-4 Use(s): Single-Family Home
South:	Land Use: VC Urban Medium Intensity (UMI); City Highway Commercial Zoning: VC B-4; City C-2 Use(s): Undeveloped
East:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC R-4 Use(s): Single-Family Home
West:	Land Use: City Highway Commercial Zoning: City Santa Cruz Planned Development Use(s): Undeveloped

Parcel #702000000860

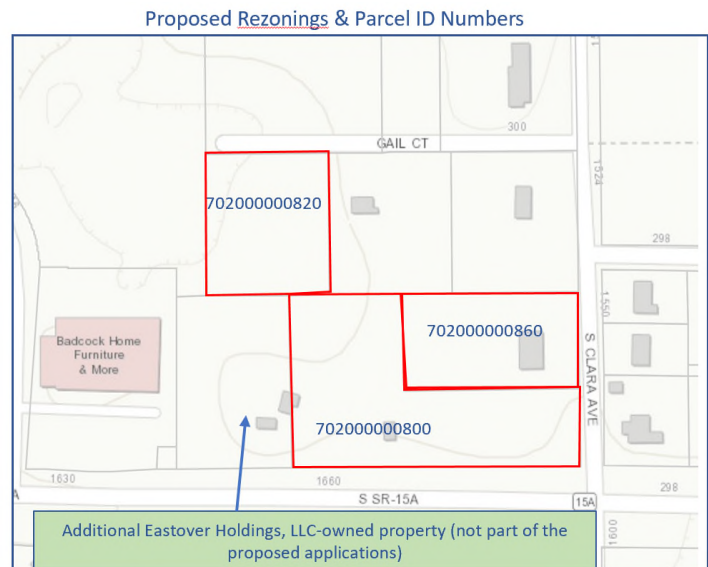
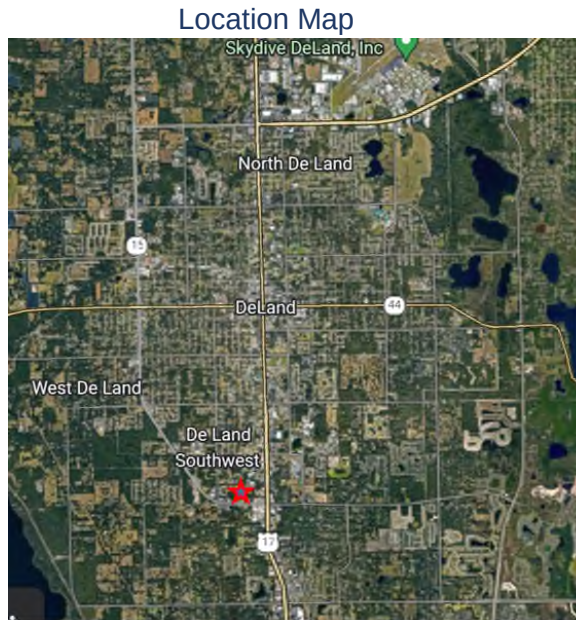
	SURROUNDING LAND USE, ZONING & USE
North:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC R-4 Use(s): Undeveloped/trees
South:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC B-4 Use(s): Undeveloped
East:	ROW: (S. Clara Ave) Land Use: VC Commercial Zoning: VC B-5 Use(s): Single-Family Home
West:	Land Use: VC Urban Medium Intensity (UMI) Zoning: VC B-4 Use(s): Undeveloped

****Zoning Reference:**

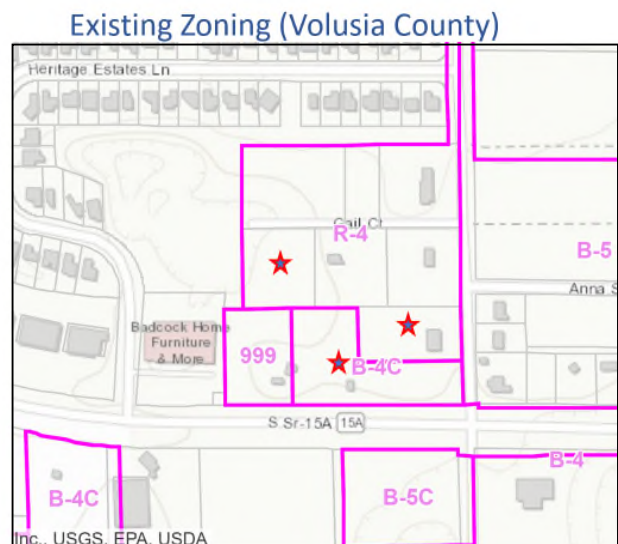
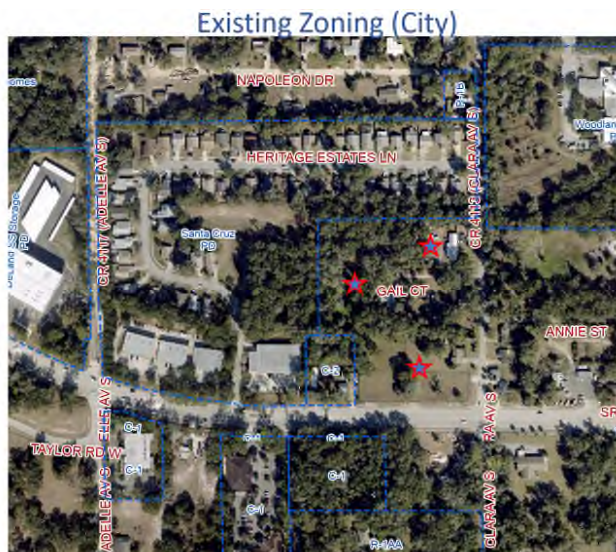
<u>Volusia County (VC)</u>	<u>City</u>
R-4 (Urban Single-Family Residential)	C-1 (Neighborhood Commercial)
B-4 (General Commercial)	C-2 (General Commercial)
B-5 (Heavy Commercial)	

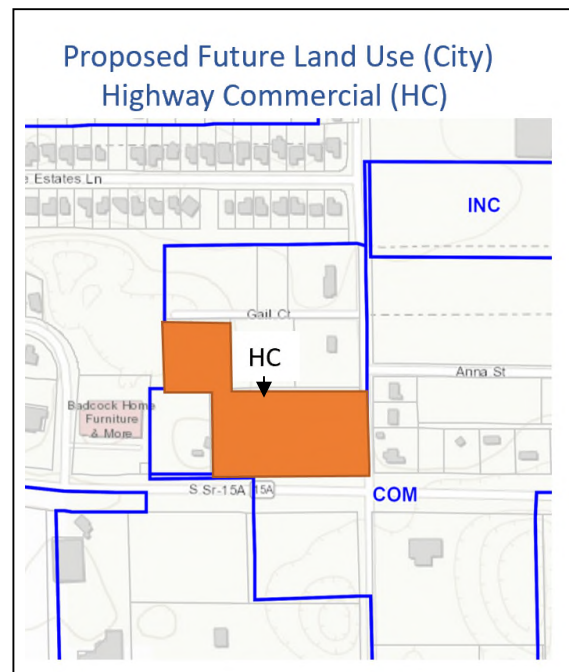
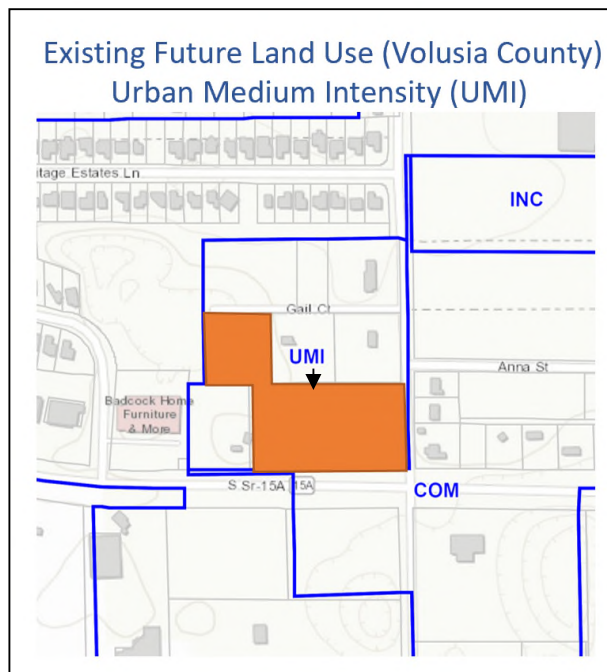
B. ANALYSIS:

The proposed rezoning application consists of three parcels that total ± 3.023 acres and are predominately located at the northwest quadrant of West Taylor Road (SR 15A)/South Clara Ave intersection. (See red star on location map.) Since a home was recently demolished on one of the parcels (7020-0-00-00-0860), all properties are currently vacant/undeveloped and are located outside of the 100-year floodplain and is clear of any wetlands. The applicant is requesting to rezone the subject property from Volusia County's R-4 and B-4 zoning classifications to the City's C-2 zoning district.



The applicant is requesting concurrent applications for annexation (AN22-244), small-scale land use amendment (SMLU22-246), and rezoning (Z22-248). Development plans associated with the respective parcels, as well as an additional contiguous property to the west that is owned by Eastover Holdings, LLC, are unknown at this time. The purpose of the amendment is to rezone the properties to General Commercial (C-2).





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

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

The existing zoning designations are described as follows:

Volusia County Code of Ordinances, Section 72-241 (Classifications) – *R-4 Urban Single-Family Residential Classification.*

Purpose and intent: “The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.”

Volusia County Code of Ordinances, Section 72-241 (Classifications) – *B-4 General Commercial Classification.*

Purpose and intent: “The purpose and intent of the B-4 General Commercial Classification is to encourage the development of intensive commercial areas providing a wide range of goods and services, and located adjoining at least one major collector or arterial road. The B-4 classification is intended to be applied to existing or developing strip retail areas which, because of the nature of existing development, are not appropriate for inclusion in the B-3 Shopping Center Classification.”

The proposed zoning designation is described as follows:

33-17.17. *C-2—General Commercial District.*

- (a) *Statement of intent.* “The purpose of this zoning district is to provide for the general retail and service needs of the DeLand area. The uses that are permitted will draw from a wider area than the uses allowed in the neighborhood commercial zoning district.”

The properties currently have a County Urban Medium Intensity (UMI) land use designation, which does permit up to 50,000-square-feet of neighborhood convenience (non-residential) uses along with up to eight single-family residential units per acre. Along with an application for annexation of this site into the city limits, a small-scale land use amendment, which is required to enable the proposed rezoning, is pending approval. The concurrent small-scale land use amendment proposes to change the County UMI to the City's Highway Commercial designation. This rezoning is consistent with the proposed/pending City Highway Commercial designation.

Below is a description of the three parcels' surrounding areas:

- North and west of parcel #7020-00-00-0820 resides the Santa Cruz Planned Development, which has residential and commercial PD zoning designation and was envisioned as a mixed-use development comprised of retail/commercial adjacent to Taylor Road and 63 single-family residential north of the retail/commercial portion. With the exception of corner lots, residential lots have a consistent lot width of +/-50-ft. With required landscape buffers between the residential and respective parcel, C-2 zoning would be compatible with this development.
- Directly east of parcel #7020-00-00-0820 and immediately north of parcels #7020-00-00-0860 and #7020-00-00-0800 are two single-family residential homes that have County UMI land use and R-4 zoning. Lot widths are approximately 180-185-ft and acreage is approximately 0.80-0.83 acres. The proposed zoning amendment would not be compatible with these two properties, which reside on the south side of Gail Court.
- West, south, and east of the three parcels are various properties that are vacant or have residential uses along with County B-5 and City C-1 zoning classifications. C-2 zoning classification compatible with these areas.

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

Rezoning of the property would amend the permitted uses of the properties, however, would not impact the environment or natural resources. The properties are currently undeveloped, with only grass and trees. No water bodies exist on either of the parcels.

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

The properties are undeveloped now that a residential home on one of the lots is now demolished. If the rezoning were approved, the properties could develop and/or redevelop with one or more of the permitted uses under C-2 such as, but not limited to, an office, bank, retail store, or service uses (such as dry cleaner). The rezoning action would likely have a positive impact on the economy compared to what currently exists since the properties are vacant. Additionally, the property will add more to the tax base if it developed under the proposed zoning.

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

The proposed rezoning would not negatively impact governmental services such as potable water, sewer, and transportation. The property is located within an existing urban area where redevelopment is desired by the city. The proposed rezoning would not require any new services or facilities. If approved, any development(s) on the parcels would be required to meet the city's concurrency requirements at the time of final site plan or preliminary plat.

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 original zoning classification was approved by Volusia County when the zoning code went into effect 30+ years ago. Since then, the city has identified Taylor Road, adjacent to or within close proximity of the parcels proposed to be rezoned, as a designated Redevelopment Gateway Corridor. Per Section 33-36.01, Gateway Overlay Districts, such as Emerging Gateway and Redevelopment Gateway, were adopted to ensure the gateway corridors, leading into and out of the city, are developed under uniform design standards that prevent unplanned and uncoordinated land uses and development, promote high quality new development, encourage redevelopment, preserve historic areas and structures, promote alternative transportation modes, and provide scenic or aesthetically-pleasing attributes such as wider landscaped buffers and landscaped parking areas.

6. Was there a mistake in the original classification?

There does not appear to be any mistake in the designation. The property currently has a residential land use designation which is consistent with other property in the area. The County's comprehensive plan can allow the commercial zoning to remain within certain parameters.

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

The proposed rezoning will permit development/redevelopment of property that is overall consistent with the designation of that property. There is anticipated to be no adverse impact to the larger area, in fact, it will bring uniformity to the area as residential use.

The proposed rezoning will enable the development of development of non-residential uses such as offices, retail shops, convenience stores, etc., all of which will positively contribute jobs in the area as well as provide nearby convenience-oriented services and products to the nearby residents that reside west of Woodland Blvd/US 17-92, along South Clara Ave, and further west. The rezoning would also have a positive impact on the transportation system by providing nearby homes and neighborhoods with access to closer retail/commercial uses, which would reduce area trip lengths and remove or redirect trips away busy roadways. The proposed rezoning will not have an effect on the use or negatively affect the value of the area since the proposed rezoning is consistent with the City's long-range plans.

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

The rezone request will not adversely impact health, safety or welfare.

C. CONCLUSION:

If the zoning amendment were amended on the subject three parcels, the rezoned parcels would be consistent with the surrounding properties. Concurrent annexation and small-scale land use amendment applications have been submitted for the properties. Thus, the zoning amendment is contingent upon the approval of both the proposed annexation and land use amendment.

D. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward to the City Commission a recommendation of approval for the rezoning request. *(It is anticipated that the City Commission will address the proposed rezoning for first reading at 7 p.m., January 17, 2022.)*



City of DeLand
PLANNING BOARD
AN22-244
DECEMBER 14, 2022

HERITAGE ESTATES LN

Woodland Towers
PD

R-4

GAIL CT

B-5

ANNIE ST

CR 4113 (CLARA AV S)

C-2

B-4C

B-4C

B-5

B-5

SR 15A S (TAYLOR RD W)

SUBJECT PROPERTIES

B-4

B-5C

B-5C

Legend:

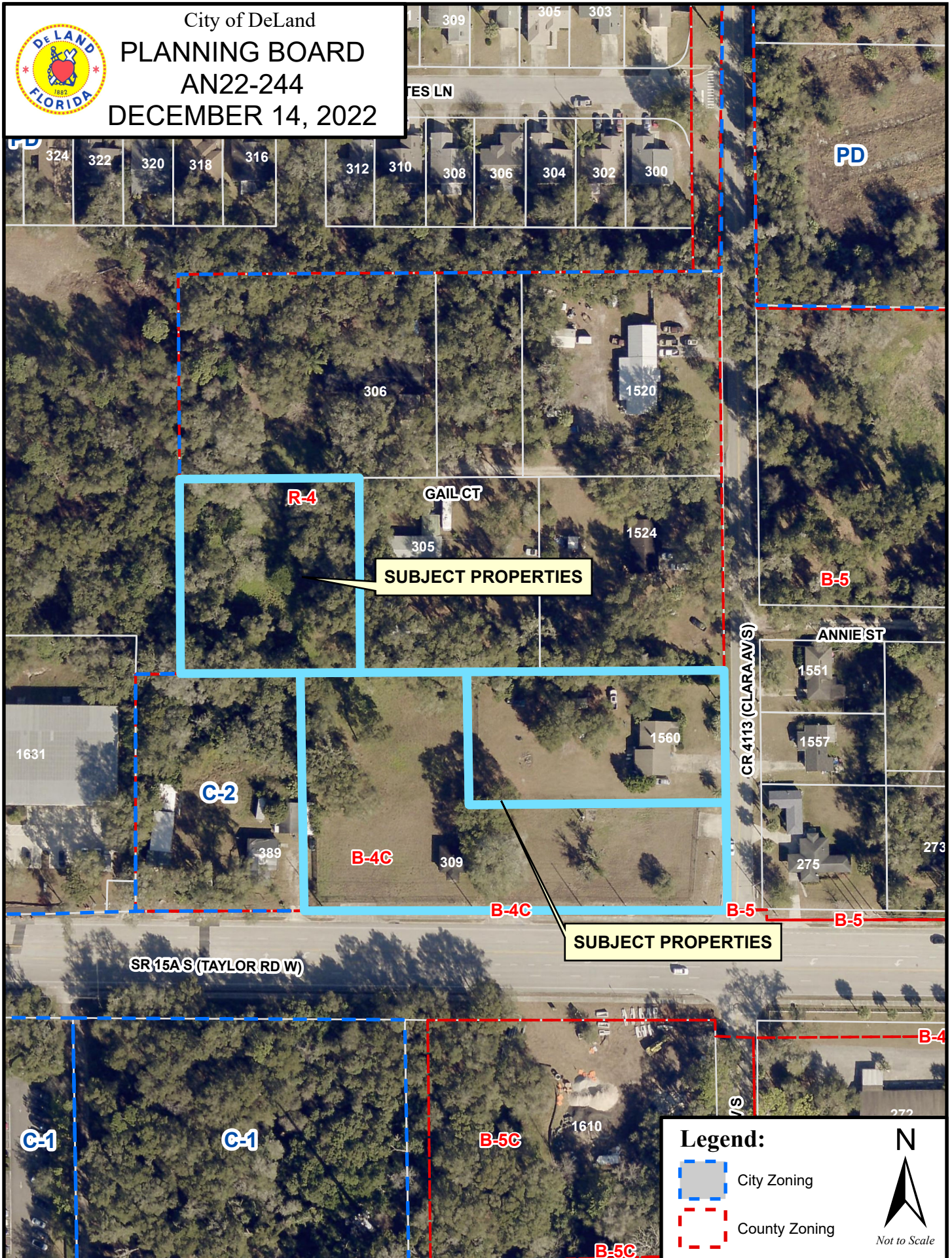
 City Zoning

 County Zoning





City of DeLand
PLANNING BOARD
AN22-244
DECEMBER 14, 2022



LEGAL DESCRIPTION:

(OR 6848 PG 1001)

PARCEL 1:

A PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY (20), TOWNSHIP SEVENTEEN (17) SOUTH, RANGE THIRTY (30) EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY (20); RUN THENCE WEST ALONG SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT; RUN THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND NINE-TENTHS (135.9) FEET TO A POINT; RUN THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF TWO HUNDRED FIFTY-NINE (259) FEET TO A POINT IN THE EAST LINE OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION TO THE PLACE OF BEGINNING, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND (OR 6848 PG 1001)

PARCEL 2:

A PART OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 20, 259 FEET WEST OF THE SOUTHEAST (SE) CORNER OF SAID SECTION 20; THENCE WEST ALONG THE SOUTH LINE OF SECTION, A DISTANCE OF 163 FEET TO A POINT; THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID SECTION, A DISTANCE OF 268 FEET TO A POINT; THENCE EAST A DISTANCE OF 163 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION TO A POINT; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 268 FEET TO THE POINT OF BEGINNING IN THE SOUTH LINE OF SAID SECTION, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SEC 20, TWP 17S, RNG 30E. AS BEING A BEARING OF "WEST" (DEED).

THE FLOODPLAIN BOUNDARY, IF SHOWN HEREON, WAS SCALED FROM A LARGE SCALE FEMA FLOOD INSURANCE MAP AND AS SUCH HAS AN INHERENT ERROR OF 10% OF THE FEMA MAP SCALE.

UNDERGROUND UTILITIES AND FOUNDATION MAY EXIST AND HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN.

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SW CORNER OF THE SE 1/4 OF SEC 20, TWP 17S, RNG 30E.

66' ASPHALT PAVEMENT

2' CURB & GUTTER

CONC MEDIAN

W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR
AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*
ROBERT R. EVERS, PSM
FLORIDA CERTIFICATE No. 5675

NOTE:

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This Survey / Sketch has been prepared without benefit of abstract or title search unless

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BOUNDARY SURVEY CERTIFIED TO:

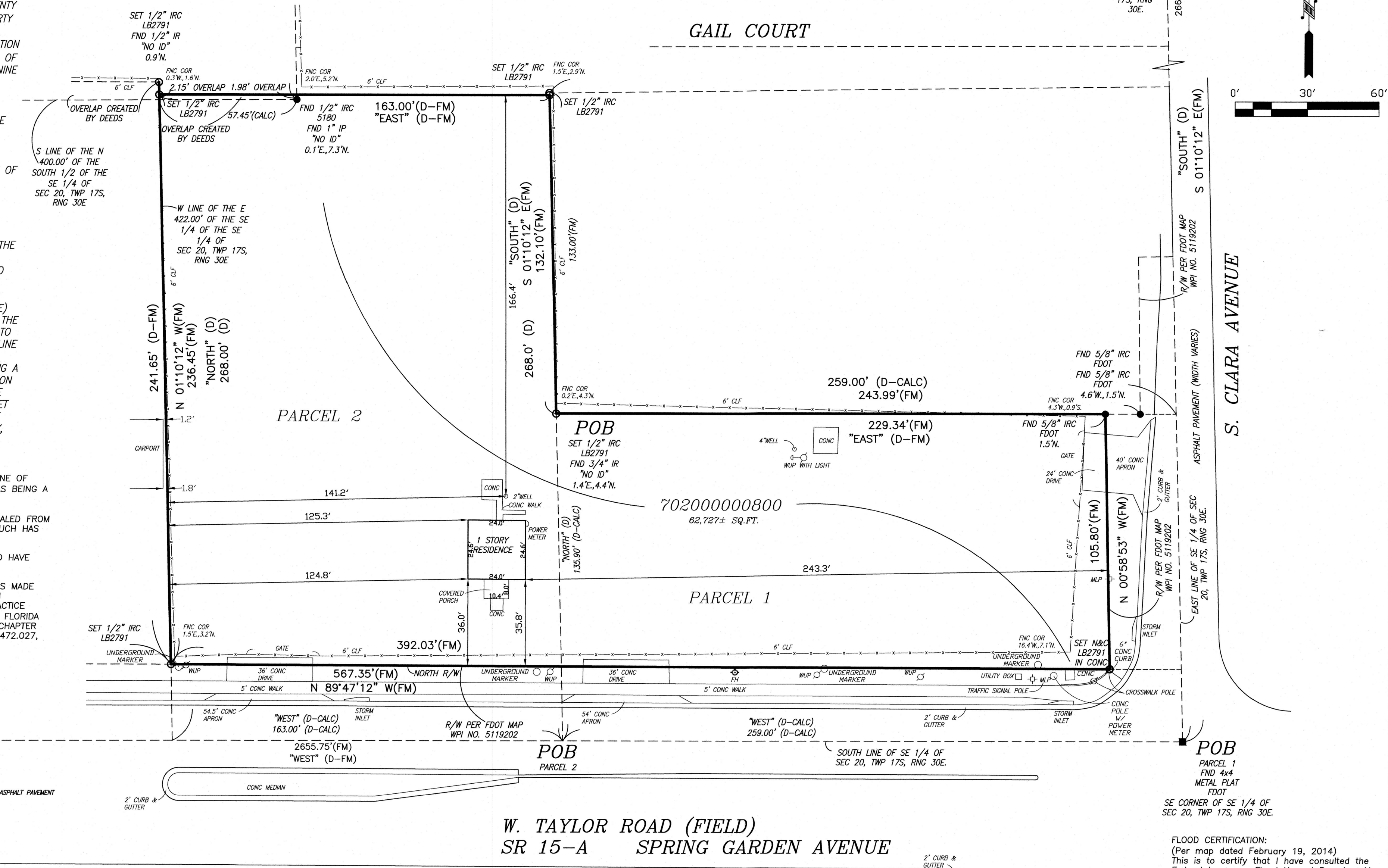
DENNISON LAW & TITLE
FIDELITY NATIONAL TITLE INSURANCE CO.
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

SYMBOLS :

- = REBAR FOUND (SIZE SHOWN HEREON)
- = 1/2" REBAR & CAP SET
- = 4"x4" CONCRETE MONUMENT & CAP SET
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- = R.L.S. DISC/NAIL SET
- = IRON PIPE FOUND (SIZE SHOWN HEREON)
- ◆ = RAILROAD SPIKE FOUND
- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-642-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-642-21 M-

ABBREVIATIONS			
A=Arc Length	CONC=Concrete	F/W=Field Wire Fence	N&C=Nail & Cap
AC=Acre	COR=Corner	GA=Guy Anchor	NO ID=No Identification
A/O=Air Conditioning Unit	CUP=Concrete Utility Pole	GL=Government Lot	OR=Official Records Book
ASP=Asphalt	(D)=Deed call	HDW=Headwall	O/_=Overhead
BFP=Back Flow Preventer	DRA=Drainage Retention Area	ID=Identification	(P)=Plat
BLDG=Building	ELEC=E=Electric	INW=Invert Elevation	PC=Point of Curvature
BLK=Block	ELEV of EL=Elevation	IP=Iron Pipe	PCC=Point of Compound Curvature
BM=Benchmark	ESMT=Easement	IR=Iron Rod	PQ=Page
(CALC)=Computed Data	FND=Found	IRC=Iron Rod & Cap	PI=Point of Intersection
CATV=Cable TV Service	FF=Finish Floor Elev.	L=Arc Length	POB=Point of Beginning
C/B=Catch Basin	LB=Licensed Business	LS=Registered Land Surveyor	POC=Point of Commencement
CB=Chord Bearing	(FM)=Field Measured	FR=Frame Construction	POL=Point on Line
CLF=Chain Link Fence	F/W=Field Wire Fence	MB=Map Book	POL=Point of Reverse Curve
CMP=Corrugated Metal Pipe		MH=Manhole	T=Tangent
		MON=Monument	



LEGAL DESCRIPTION:

(OR 6848 PG 1001)
PARCEL 3:
THE WEST 180 FEET OF THE SOUTH 195 FEET OF THE NORTH 400 FEET
OF THE EAST 544.5 FEET OF THE* SOUTHEAST ONE-QUARTER (SE 1/4)
OF THE SOUTHEAST ONE-QUARTER (SE 1/4), SECTION 20, TOWNSHIP 17
SOUTH, RANGE 30 EAST, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

*SHOULD READ: "THE SOUTH 1/2 OF THE" SOUTHEAST ONE-QUARTER
(SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4)

EAST LINE OF
SANTA CRUZ
SUBDIVISION
MB 45, PGS 157-158

NOTES:

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SOUTH LINE OF THE SOUTHEAST 1/4 OF SEC 20,
TWP 17 S, RNG 30 E. AS BEING A BEARING OF
"WEST" (DEED).

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ABBREVIATIONS

A=Arc Length	COR=Concrete	F/WF=Field Wire Fence	N&C=Nail & Cap	POL=Point on Line	TB=Tangent Bearing
AC=Acres	COR=Corner	GA=Guy Anchor	NO ID=No Identification	PRC=Point of Reverse Curve	TEL or T=Telephone Service
A/C=Air Conditioning Unit	CUP=Concrete Utility Pole	GL=Government Lot	OR=Official Records Book	PRM=Permanent Reference Mon.	TWP=Township
ASPW=Asphalt	(D)=Deed call	GL=Government Land Office	OJ=Overhead	PT=Point of Tangency	UJ=Underground
BFP=Back Flow Preventer	DRA=Drainage Retention Area	HDW=Headwall	(P)=Plot	PVC=Poly Vinyl Chloride	UP=Utility Pole
BLD=Building	ELEC or E=Electric	ID=Identification	PC=Point of Curvature	PVMT=Pavement	WDF=Wood Fence
BLK=Block	ELEV or EL=Elevation	INV=Invert Elevation	PCC=Point of Compound	R=Radius or Radial Line	WPF=Wood Privacy Fence
BM=Benchmark	ESMT=Easement	IP=Iron Pipe	Curvature	RCP=Reinforced Conc. Pipe	WM=Water Meter
CALC=Computed Data	FDC=Found	IR=Iron Rod	PG=Page	RCC=Recovered	WSL=Water Service Line
CATV=Cable TV Service	FIB=Field Optic Cable	IRC=Iron Rod & Cap	PI=Point of Intersection	RNG=Range	W/With
C/B=Catch Basin	FF=Finish Floor Elev.	L=Arc Length	POB=Point of Beginning	RRS=Railroad Spike	WC=Witness Corner
CB=Chord Bearing	FI=Fire Hydrant	LS=Licensed Business	PCC=Point of Commencement	R/W=Right of Way	WUP=Wood Utility Pole
CD=Chord Distance	FR=Frame Construction	LS=Registered Land Surveyor	PoC=Point on the Curve	SEC=Section	
CLF=Chain Link Fence	FR=Frame Construction	MB=Map Book	POL=Point on Line	SANI=Sanitary Sewer	
CMP=Corrugated Metal Pipe	F/WF=Field Wire Fence	MH=Manhole	PRC=Point of Reverse Curve	SD=Storm Sewer	
		MON=Monument	T=Tangent		

PARCEL 3
VACANT
35,095± SQ.FT.

W. TAYLOR ROAD (FIELD)
SR 15-A SPRING GARDEN AVENUE

NOT VALID WITHOUT THE SIGNATURE
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AND MAPPER.

BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*

ROBERT R. EVERS, PS
FLORIDA CERTIFICATE No. 5675

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- = RAILROAD SPIKE FOUND
- = BOLT FOUND (SIZE SHOWN HEREON)
- = P/K NAIL FOUND

DATE :	12/12/21
W.O. No.	11-643-21
DRAWN BY :	JT
FIELD BOOK :	748-67
CADD FILE / FILE No. :	11-643-21 M-

FND N&C
3293
NE CORNER
OF THE
SE 1/4 OF
SEC 20, TWP
17S, RNG
30E.

0' 30' 60'

S. CLARA AVENUE

2668.35' (FM)
462.09' (CALC)
EAST LINE OF SE 1/4 OF SEC
20, TWP 17S, RNG 30E.

FND 4x4
METAL PLAT
FDOT
SE CORNER OF SE 1/4 OF
SEC 20, TWP 17S, RNG 30E.

FLOOD CERTIFICATION:
(Per map dated February 19, 2014)
This is to certify that I have consulted the
Federal Insurance Flood Hazard Boundary Map
and found the ABOVE named Property IS NOT
located in a special flood hazard area,
according to Community Panel Map No.
12127C-0470-H Map Panel 470 of 930, Zone
"X".

LEGAL DESCRIPTION:

(OR 3847 PG 0138)

A PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SECTION, RUN THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 259 FEET TO A POINT; RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 135.9 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID SECTION A DISTANCE OF 133 FEET; RUN THENCE EASTERLY TO A POINT IN THE EAST LINE OF SAID SECTION WHICH IS 271.8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 135.9 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING, VOLUSIA COUNTY, FLORIDA.

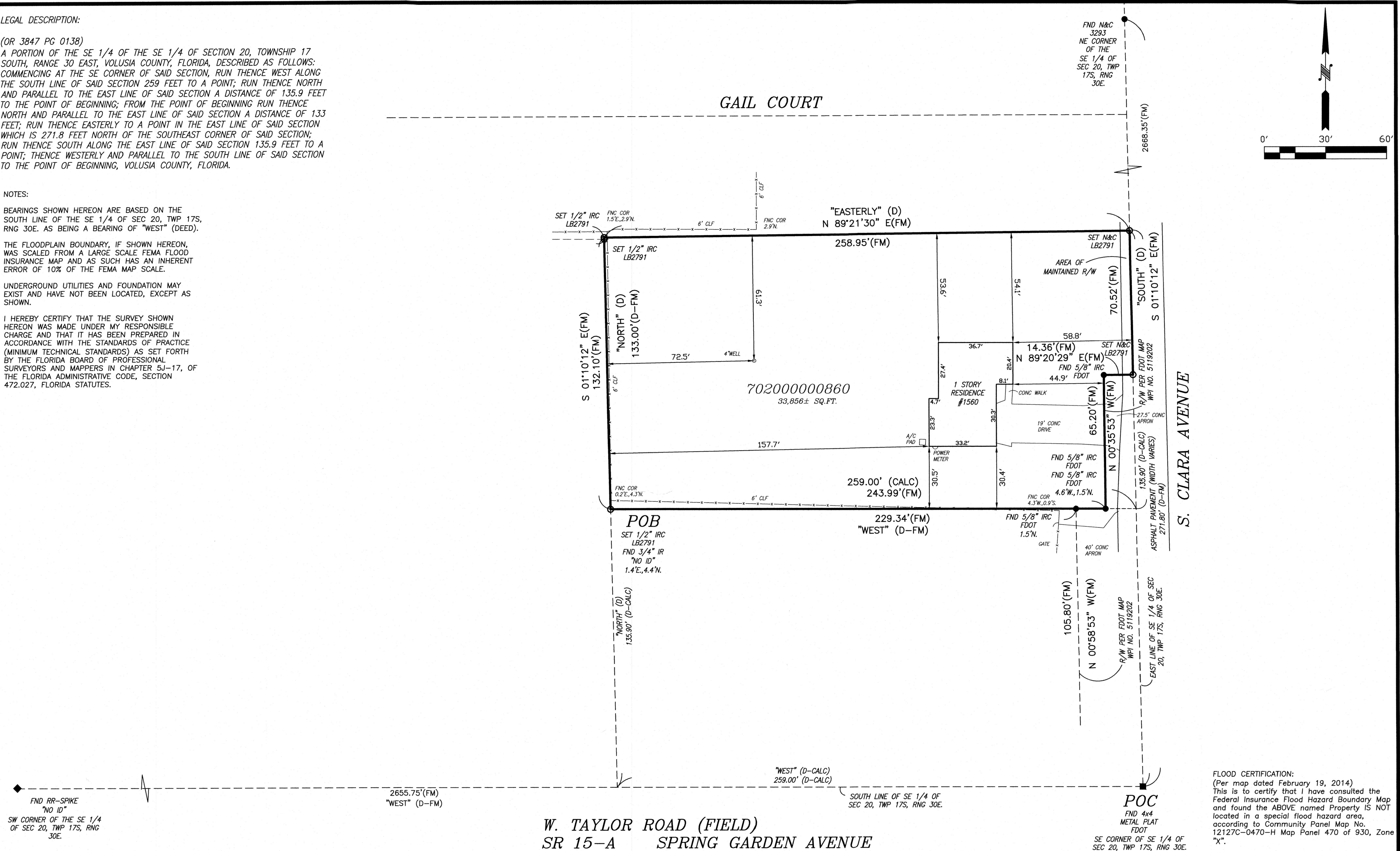
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FLOOD CERTIFICATION:
(Per map dated February 19, 2014)
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ABBREVIATIONS			
A=Arc Length AC=Acre A/C=Air Conditioning Unit ASPH=Asphalt BFP=Back Flow Preventer BLDG=Building BLK=Block BM=Benchmark CALC=Computed Data CATV=Cable TV Service C/B=Catch Basin CB=Chord Bearing C/D=Chord Distance CLF=Chain Link Fence CMP=Corrugated Metal Pipe	CONC=Concrete COR=Corner CUP=Concrete Utility Pole (Q)=Deed call DRA=Drainage Retention Area ELEC or E=Electric ELEV of EL=Elevation ESMT=Easement FND=Found FOD=Fiber Optic Cable FF=Finish Floor Elev. FH=Fire Hydrant FM=Field Measured FR=Frame Construction F/WF=Field Wire Fence	F/WF=Field Wire Fence GA=Guy Anchor GL=Government Lot GLG=Government Land Office HDW=Headwall ID=Identification INV=Invert Elevation IP=Iron Pipe IR=Iron Rod IRC=Iron Rod & Cap L=Arc Length LB=Licensed Business LS=Registered Land Surveyor MB=Map Book MH=Manhole MON=Monument	N&C=Nail & Cap NO ID=No Identification OR=Official Records Book O/L=Overhead (P)=Plot PC=Point of Curvature PCC=Point of Compound Curvature PG=Page PI=Point of Intersection POB=Point of Beginning POC=Point of Commencement POL=Point on Line PRC=Point of Reverse Curve TB=Tangent Bearing TEL or T=Telephone Service TWP=Township U/L=Underground UP=Utility Pole WDF=Wood Fence WPF=Wood Privacy Fence WM=Water Meter W/M=Water Main WSL=Water Service Line W/With WC=Witness Corner WUP=Wood Utility Pole

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LAND SURVEYORS, INC. (LB #2791)

BY: *Robert R. Evers*

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● = BOLT FOUND (SIZE SHOWN HEREON)
● = P/K NAIL FOUND

DATE : 12/13/21
W.O. No. 11-644-21
DRAWN BY : JT
FIELD BOOK : 748-67
CADD FILE / FILE No. : 11-644-21 M-

CITY OF DELAND
Request for Commission Action
February 6, 2023

SUBJECT: First Reading of Recovery Residence (Sober Homes) Ordinance.

DEPARTMENT: Planning

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, February 2, 2023

SUMMARY/HIGHLIGHT:

Approval of an Ordinance by the City Commission relating to conditional uses for recovery residences is requested. On November 16, 2022, the Planning Board recommended approval of the proposed Development Code Regulations pertaining to sober homes.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

FISCAL IMPACT:

The proposed action ensures that the City is protected from potential legal challenges relating to its processes and procedures in addressing land use decisions pertaining to recovery residences.

RECOMMENDATION:

City staff recommends that the City Commission approve the proposed Ordinance providing for land use approval processes and procedures pertaining to recovery residences.

BACKGROUND/DISCUSSION:

Recovery residences (also known as “sober homes” or “sober living homes”) are alcohol-free and drug-free living environments for individuals in recovery who are attempting to maintain abstinence from alcohol and drugs. Recovery residences offer no formal treatment (though they may mandate or strongly encourage attendance at 12-step groups) and are, in some cases, self-funded through resident fees.

From a legal perspective, a “recovery residence” is defined, in Section 397.311(38), *Florida Statutes*, as “. . . a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment” and Section 397.487, *Florida Statutes*, provides for the voluntary certification of recovery residences. There have been efforts to require State licensure of recovery residences, but those efforts have not been successful.

Pursuant to Federal law, a “sober house” can be located in a residential neighborhood/residential zoning district (including single family) under the *Fair Housing Amendments Act* as the term “handicap” is defined to mean a physical or mental impairment which substantially limits one or more of such person’s major life activities, a record of such an impairment, or being regarded as having such an impairment. Title 42, *United States Code*, Section 3602(h). The term “physical or mental impairment” includes “alcoholism” and “drug addiction” (other than addiction caused by current, illegal use of a controlled substance) under implementing Federal regulations codified at *Title 24, Code of Federal Regulations*, Section 100.201.

The *Americans with Disabilities Act (ADA)* defines alcoholism and drug addiction as disabilities. The *ADA Amendments Act* requires prohibits a qualified individual with a disability from being excluded from participation in or be denied the benefits of the services, program, or activities of a public entity, or be subjected to discrimination of any such entity, by reason of such disability. Title 42, *United States Code*, Section 12132. And, under the implementing regulations, a public entity is prohibited from discriminating against a qualified individual with a disability in administering a licensing program in a manner that subjects qualified individuals with disabilities to discrimination on the basis of disability and from establishing requirements for the programs or activities of licensees that subject qualified individuals with disabilities to discrimination on the basis of disability. Title 35, *Code of Federal Regulations*, Section 35.130.

It is unlawful for a public entity to violate the controlling provisions of Federal law. For example, in the case of *Jeffrey O. v. City of Boca Raton*, 511 F.Supp.2d 1339 (S.D. Fla. 2007), the Court found for the plaintiffs, a group of recovering alcoholics and drug addicts finding that the City did not present sufficient evidence to justify the Ordinance based on legitimate public safety concerns or to demonstrate that the restriction imposed benefited the recovering individuals and holding that Boca Raton’s ordinances were discriminatory because they did not allow handicapped individuals (in recovery from drug and alcohol abuse) the opportunity to live in residential districts, thereby treating them differently than everyone else and they provided no procedure for them to request an accommodation from the maximum number of unrelated individuals allowed to live in a residential dwelling, thereby resulting in a disparate impact for a group of handicapped individuals for which, according to the Court, “evidence has shown that recovering individuals need a group living, substance free environment in order for their treatment to be effective”. Ultimately, Boca Raton only had to pay \$1 in nominal damages. However in a report published by attorney Terrill Pyburn for the Palm Beach County League of Cities, it was reported that the City was responsible for attorneys’ fees in the amount of over \$1,000,000.

Multiple studies have found that individuals in recovery benefit from residing in a recovery residence it being found that individuals in recovery residing in an Oxford House had significantly lower rates of substance use, significantly higher income and significantly lower incarceration rates than those individuals who participate in usual group care. In its simplest form, an Oxford House is a democratically run, self-supporting and drug free home. The consensus among organizations addressing drug and alcohol abuse in the United States is that 31.9 million Americans aged 12 years and older are current illegal drug users (used within the last 30 days), that 11.7% of Americans 12 and over use illegal drugs, that 53 million or 19.4% of people 12 and over have used illegal drugs or misused prescription drugs within the last year and 14.8 million or 10.6% of Americans 12 and over have an alcohol use disorder and among military veterans 7% of veterans struggle with illegal drug use compared to 5.3% of the general population in the United States who are over age 18, 80% struggle with alcohol abuse, and 7% have an issue with both alcohol and illegal drugs.

The proposed Ordinance is what is known as a reasonable accommodation ordinance to provide flexibility in the application of zoning and land use regulations and procedures relating thereto with regard to recovery residences and the Housing Element of the City’s *Comprehensive Plan* reflects the City's intention to encourage a diverse array of housing types for all persons residing within the City.

In addition to normative land use process and procedure provisions, the Ordinance provides for approval of recovery residences as a conditional use by the Planning Director subject to numerous conditions such as certification status, limitation in the number of residents, maximum tenants per bedroom, minimum period of

residency, a requirement for a house manager who is responsible for the day-to-day operation of the recovery residence and a separation of 1,200 feet from any other recovery residence or a community residential home. Additionally, all tenants must be actively participating in a recognized recovery programs with rules relating to attendance, visitation of others, etc. Any person who is an offender classified as sexual predator or sexual offender under Florida law is prohibited from being a resident and regular drug testing is required to ensure that tenants are not currently using drugs or alcohol. Other provisions, including a requirement of a “good neighbor” policy are included to ensure minimal impacts to proximate residences.

ORDINANCE NO. 2023 -

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, ESTABLISHING RECOVERY RESIDENCES AS A SPECIAL EXCEPTION IN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; AMENDING SECTION 33-18 OF THE *CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS* RELATING TO SPECIAL REQUIREMENTS, CRITERIA AND PERFORMANCE STANDARDS APPLICABLE TO THE ISSUANCE AND MAINTENANCE OF SPECIAL EXCEPTIONS FOR RECOVERY RESIDENCES; PROVIDING FOR PROCESSES AND PROCEDURES; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, recovery residences (also known as “sober homes” or “sober living homes”) are alcohol-free and drug-free living environments for individuals in recovery who are attempting to maintain abstinence from alcohol and drugs; and

WHEREAS, recovery residences offer no formal treatment (though they may mandate or strongly encourage attendance at 12-step groups) and are, in some cases, self-funded through resident fees; and

WHEREAS, a “recovery residence” is defined, in Section 397.311(38), *Florida Statutes*, as “. . . a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment” and Section 397.487, *Florida Statutes*, provides for the voluntary certification of recovery residences; and

WHEREAS, multiple studies have found that individuals in recovery benefit from residing in a recovery residence it being found that individuals in recovery residing in an Oxford House (OH), a specific type of recovery residence, had significantly lower rates of substance use, significantly higher income and significantly lower incarceration rates than those individuals who participate in usual group care; and

WHEREAS, the consensus among organizations addressing drug and alcohol abuse in the United States is that 31.9 million Americans aged 12 years and older are current illegal drug users (used within the last 30 days), that 11.7% of Americans 12 and over use illegal drugs, that 53 million or 19.4% of people 12 and over have used illegal drugs or misused prescription drugs within the last year and 14.8 million or 10.6% of Americans 12 and over have an alcohol use disorder and among military veterans 7% of veterans struggle with illegal drug use compared to 5.3% of the general population in the United States who are over age 18, 80% struggle with alcohol

abuse, and 7% have an issue with both alcohol and illegal drugs; and

WHEREAS, it is advisable and prudent for the City to enact a reasonable accommodation ordinance to provide flexibility in the application of zoning and land use regulations and procedures relating thereto with regard to recovery residences; and

WHEREAS, among other actions of the City, the Housing Element of the City's *Comprehensive Plan* reflect the City's intention to encourage a diverse array of housing types for all persons residing within the City; and

WHEREAS, the City Commission of the City of DeLand has deemed approval of this Ordinance to be in the best interest of the residents and citizens of the City of DeLand and to further the public health, safety and welfare; and

WHEREAS, this Ordinance is enacted pursuant to the statutory and constitutional home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, ~~striketrough~~ shall constitute deletions to the original text, and minor edits are made without legislative scoring.

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

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the request for Commission action relating to this Ordinance and the recitals (whereas clauses) to this Ordinance as the legislative findings and intent of this Ordinance.

(b). In addition, the City Commission of the City of DeLand hereby adopts the legislative intent provisions of Section 397.305, *Florida Statutes*, and Section 397.487(1), *Florida Statutes*, as part of the intent in adopting this Ordinance.

(c). In the event that a provision of controlling Federal or State law conflict with a provision of this Ordinance, the provisions of the controlling Federal or State law shall prevail over the provisions of this Ordinance.

(d). It is the policy of the City of DeLand to make every effort feasible under the controlling provisions of law to make housing available to all residents of the City regardless of their race, creed, age or economic conditions including, but not limited to, those who need a

residential setting to successfully combat the misuse and abuse of drugs and alcohol in order to foster the normalization and community integration essential to attain long-term, permanent sobriety.

Section 2. Reasonable Accommodation of Recovery Residences; Amendment to Section 33-18; Special Exceptions. Section 33-18 of the *Code of Ordinances of the City of DeLand/Land Development Regulations* is amended to add a new subsection numbered 23 (the existing subsections 23 through 30 shall be renumbered 24 through 31) to read as follows:

23. Recovery residences. Recovery residences, as defined herein, must meet the following requirements:

(a). Definition. As used herein, the term “recovery residence” shall be as defined in Section 397.311(38), Florida Statutes, or its successor provision, which currently reads as “. . . a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment.”

(b). Review of request for recovery residence; performance criteria and standards. The following performance criteria and standards shall be applied in determining whether to grant or deny a development order for a recovery residence and as to whether a recovery residence is operating in compliance with this Ordinance:

1. No more than 6 tenants, not counting a single house manager, thus no more than 7 residents may reside in the residence, in any residentially zoned district. In other districts the number will be set by the City Commission through the special exception process, as appropriate for the circumstances.

2. There shall be no more than 2 tenants per bedroom.

3. Tenant rental agreements shall be for a period of no less than 30 days.

4. The primary residence shall be the primary use on the site and if a secondary residence/use is also located on the site, their residents shall be combined in determining whether the maximum number of 7 allowed by this Section has been exceeded.

5. A house manager who is responsible for the day-to-day operation of the recovery residence shall reside at the recovery residence (or any multiple of persons acting as a house manager who are present).

6. The recovery residence shall not be, at the time of approval, located within 1,000 feet, as measured from the closest property lines, of any other recovery residence or a community residential home.

7. The recovery residence shall be either:

(a) licensed by the State of Florida,

(b) certified by Florida Association of Recovery Residences or,

(c) operating under the Oxford House Charter.

8. All tenants, other than the house manager, shall be actively participating in a recognized recovery programs including, but not limited to, Alcoholics Anonymous, Narcotics Anonymous, or 12-Step Recovery. Records of meeting attendance shall be maintained at the recovery residence in a manner that reflects the past and current operation of the recovery residence. Refusal of a tenant to actively participate in such a program shall be cause for eviction and the operator of the recovery residence shall cause the refusing tenant to be evicted from the recovery residence.

9. The rules and regulations of the recovery residence shall prohibit the use, sale or distribution of any alcoholic beverage or any non-prescription controlled substances by any tenant either on or off site. These rules and regulations shall be posted in a common area inside the recovery residence. Any violation thereof shall be cause for eviction and the violator cannot be re-admitted for at least 90 days. Any second violation of this rule shall result in permanent eviction. Tenants that have a second violation shall not be permitted to reside in a recovery residence located in the City for a period of 12 months.

10. No activity at the recovery residence and no tenancy at the recovery residence may violate any provision of any condition of parole or probation of any tenant.

11. No person who is an offender classified as sexual predator or sexual offender under Florida law because of a conviction for a sex-related crime may reside at a recovery residence.

12. The recovery residence shall institute and enforce a written visitation policy precluding visitors who are under the influence of any drug or alcohol, are probationers, or parolees.

13. Visitors at the recovery residence shall be prohibited from staying overnight at the recovery residence (defined as being present after 10:00 p.m. or before 6:00 a.m. on any day) and a house manager shall be present during visitations.

14. The recovery residence shall institute and maintain a “good neighbor policy” that directs tenants to be considerate of neighbors including, but not limited to, refraining from engaging in excessively loud or obnoxious behavior that would interfere with the neighbors’ enjoyment of their properties. The good neighbor policy shall establish a written protocol for the house manager to follow when a neighbor complaint is received.

15. All garage and driveway spaces shall, at all times, be available and used for the parking of vehicles.

16. There shall be at least 1 off-street parking spot for every 3 tenants. Tenants may each only store or park a single vehicle at the recovery residence.

17. The recovery residence shall not provide any treatment that would require a State license for operation of the residence.

18. The operator of the recovery residence shall continually provide the City with any and all information required by this Section as soon as practicable.

19. The recovery residence shall comply with all other laws, rules and regulations which may apply to its operation including, but not limited to, all building and fire codes and shall be subject to inspection by a building inspector and fire inspector.

20. The recovery residence shall not negatively alter the character of the neighborhood in which the recovery residence is proposed to be located as determined by sound and generally accepted land use planning practices and principles.

21. It is prohibited and unlawful for a property owner, operator of a recovery residence or any tenant of a recovery residence to violate the provisions of Subsection (b) 1 – 20 of this Section.

(c). *Violations; enforcement.* Any application approved in accordance with the terms of this Ordinance may be revoked if any of the conditions or terms of the special exception are

violated, or if any law, code or ordinance is violated in connection therewith. The City's code enforcement special magistrate shall have authority to hear and decide upon petitions for revocation filed by the City. The City may engage in any code enforcement action and assert any legal remedy and penalty available to the City under controlling law.

Section 3. General Implementing Administrative Actions.

(a). Aside from the specific implementing actions set forth in this Ordinance, the City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules.

(b). The approvals and denials relating to applications, as set forth herein, shall be in a form approved by the City Attorney which shall be consistent with the provisions of Section 166.033, *Florida Statutes*.

Section 4. Savings. The prior actions of the City of DeLand relating to the provision of reasonable accommodations, recovery residences and the granting of conditional uses, as well as any and all related matters, are hereby ratified and affirmed.

Section 5. Conflicts. All ordinances or parts of ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 6. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 7. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions Section 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 all other sections shall not be codified. Further, the words "*Land Development Regulations*" shall be substituted for the words "*Land Development Code*" (or similar words and phrases) by the Code Codifier.

(b). 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.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make additions or deletions to the tables and similar parts

of the *Code of Ordinances of the City of DeLand* pertaining to the matters set forth in or referenced in this Ordinance.

Section 8. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this ____ day of _____, 2023.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading: _____, 2023.

Adopted on second reading: _____, 2023.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney